

**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
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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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	FFP Base Period FFP Price to perform firm fixed-price (FFP) work, including labor, materials, equipment, transportation, and supervision in accordance with all of the terms and conditions of the contract annexes and attachments FOB: Destination		Dollars, U.S.		
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	IQ Base Period FFP Price to perform indefinite quantity (IQ) work, including labor, materials, equipment, transportation, and supervision in accordance with all of the terms and conditions of the contract annexes and attachments FOB: Destination		Dollars, U.S.		
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003			Dollars, U.S.		
	FIRST OPTION PERIOD				
	FFP				
	Price to perform firm fixed-price (FFP) work, including labor, materials, equipment, transportation, and supervision in accordance with all of the terms and conditions of the contract annexes and attachments.				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004			Dollars, U.S.		
	IQ FIRST OPTION PERIOD				
	FFP				
	Price to perform indefinite quantity (IQ) work, including labor, materials, equipment, transportation, and supervision in accordance with all of the terms and conditions of the contract annexes and attachments				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005			Dollars, U.S.		
	SECOND OPTION PERIOD				
	FFP				
	Price to perform firm fixed-price (FFP) work, including labor, materials, equipment, transportation, and supervision in accordance with all of the terms and conditions of the contract annexes and attachments.				

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006			Dollars, U.S.		
	IQ SECOND OPTION PERIOD				
	FFP				
	Price to perform indefinite quantity (IQ) work, including labor, materials, equipment, transportation, and supervision in accordance with all of the terms and conditions of the contract annexes and attachments				

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007			Dollars, U.S.		
	THIRD OPTION PERIOD				
	FFP				
	Price to perform firm fixed-price (FFP) work, including labor, materials, equipment, transportation, and supervision in accordance with all of the terms and conditions of the contract annexes and attachments				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008			Dollars, U.S.		
	IQ THIRD OPTION PERIOD				
	FFP				
	Price to perform indefinite quantity (IQ) work, including labor, materials, equipment, transportation, and supervision in accordance with all of the terms and conditions of the contract annexes and attachments.				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009			Dollars, U.S.		
	FOURTH OPTION PERIOD FFP Price to perform firm fixed-price (FFP) work, including labor, materials, equipment, transportation, and supervision in accordance with all of the terms and conditions of the contract annexes and attachments				
	FOB: Destination				
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010			Dollars, U.S.		
	IIQ FOURTH OPTION PERIOD FFP Price to perform indefinite quantity (IQ) work, including labor, materials, equipment, transportation, and supervision in accordance with all of the terms and conditions of the contract annexes and attachments.				
	FOB: Destination				
					NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	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
0006	N/A	N/A	N/A	Government

0007	N/A	N/A	N/A	Government
0008	N/A	N/A	N/A	Government
0009	N/A	N/A	N/A	Government
0010	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A
0007	N/A	N/A	N/A	N/A
0008	N/A	N/A	N/A	N/A
0009	N/A	N/A	N/A	N/A
0010	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	DEC 2014
52.222-99 (Dev)	Establishing a Minimum Wage for Contractors (Deviation 2014-O0017)	JUN 2014
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-18	Availability Of Funds	APR 1984
52.237-1	Site Visit	APR 1984
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (OCT 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
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[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
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[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
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[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 \$3,500 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 \$3,500 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 (NOV 2015)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved]

(6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

____ (10) [Reserved]

____ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

____ (ii) Alternate I (NOV 2011) of 52.219-3.

____ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (ii) Alternate I (JAN 2011) of 52.219-4.

____ (13) [Reserved]

____ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

____ (ii) Alternate I (NOV 2011).

____ (iii) Alternate II (NOV 2011).

____ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

____ (ii) Alternate I (Oct 1995) of 52.219-7.

____ (iii) Alternate II (Mar 2004) of 52.219-7.

____ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

____ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)).

____ (ii) Alternate I (Oct 2001) of 52.219-9.

____ (iii) Alternate II (Oct 2001) of 52.219-9.

____ (iv) Alternate III (Oct 2015) of 52.219-9.

____ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

____ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

____ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

X (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).

____ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (July 2013) (15 U.S.C. 637(m)).

___ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (July 2013) (15 U.S.C. 637(m)).

___X(25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

_ X (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 3126).

___ X_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

___X_ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

___X_ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

___X_ 30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

___ X (31) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212).

___ X_(32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

___X_ (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

___ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

___ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (36) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (OCT 2015) of 52.223-13.

___ (37)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-14.

___ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (39)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-16.

__X (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

____ (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

____ (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

____ (ii) Alternate I (May 2014) of 52.225-3.

____ (iii) Alternate II (May 2014) of 52.225-3.

____ (iv) Alternate III (May 2014) of 52.225-3.

____ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

__X (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (45) 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).

____ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

____ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

__X (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

____ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

__X (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (54)(i) 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).

____ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

____ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

X (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

____ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

X (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (6) 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).

____ (7) 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).

____ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

____ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

____ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) 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.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(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 (Oct 2015) (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 \$700,000 (\$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 (l) of FAR clause 52.222-17.

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

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (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 (Oct 2015) (38 U.S.C. 4212).

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

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

(xi) X (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

 (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and 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 (Oct 2015) (E. O. 12989).

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

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

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

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

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

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of the contract award through the last day of the fourth (4th) Option Period..

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

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

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,000.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$500,000.00;

(2) Any order for a combination of items in excess of \$1,000,000.00 or

(3) A series of orders from the same ordering office within ten (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 five (5) 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 the last day of the 4th Option Period.

(End of clause)

252.209-7991 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2016 APPROPRIATIONS (DEVIATION 2016-O0002) (OCT 2015)

(a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in sections 744 and 745 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds made available by this or any other Act may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

Not Applicable

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

system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N68732
Issue By DoDAAC	N40085
Admin DoDAAC	N40085
Inspect By DoDAAC	N69352
Ship To Code	Not Applicable
Ship From Code	Not Applicable
Mark For Code	Not Applicable
Service Approver (DoDAAC)	Not Applicable
Service Acceptor (DoDAAC)	Not Applicable
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	N69352
DCAA Auditor DoDAAC	Not Applicable
Accept by DoDAAC(s)	N69352

(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.

Not Applicable

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

Margaret.Dangerfield – (757) 462-5362 – roicclcreek@navy.mil

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

(End of clause)

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

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

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

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

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.

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

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

SECTION B

B.1 CONTRACT TITLE

CRANE MAINTENANCE AND REPAIR OF TWO (2) 2-TON MANITOWOC CRAWLER CRANES AT JOINT EXPEDITIONARY BASE LITTLE CREEK FORT STORY, VIRGINIA BEACH, VIRGINIA

B.2 TYPE OF CONTRACT

This is a combination Firm-Fixed-Price and Indefinite Delivery Indefinite Quantity (FFP/IDIQ)-type of contract as noted in Section L, Instructions, Conditions, and Notices to Bidders, FAR 52.216-1 Type of Contract (Apr 1984).

B.3 MINIMUM GUARANTEE

The Firm Fixed Price portion of the contract is the minimum guarantee.

B.4 COMPETITION REQUIREMENTS

Full and Open Competition.

B.4 NAICS CODE

The North American Industry Classification Standard (NAICS) code for this procurement is 811310, Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance, having an annual size standard of \$7.5 million.

Refer to FAR 52.212-3, Offeror Representations and Certifications—Commercial Items (NOV 2014).

B.6 WAGE DETERMINATION

The Service Contract Act is included in this solicitation. Refer to Section J, Attachment J-0200000-02, Wage Determination.

B.7 BID GUARANTEE / BONDING REQUIREMENTS

A bid guarantee or bonding is not required.

B.8 CONTRACT TERM

This contract contains provisions for one (1) Base Period of up to twelve (12) months, plus four (4) Option Periods (12 months each), for a total duration not-to-exceed sixty (60) months. The Government has the option to extend the term of the contract in accordance with 5252.217-9301, Option to Extend the Term of the Contract – Services (JUN 1994)

B.9 PERIOD OF PERFORMANCE

The specific period of performance will be determined at the time of award. Refer to Section F – Deliveries and Performance of the contract award.

B.10 EVALUATION OF BIDS

Offeror shall submit a total lump sum price for contract line item number (CLINs) A001 through A003 located in Section J.

B.11 CONTRACT LINE ITEMS AND CONTRACT SUBLINE ITEMS

- a. Bidders shall enter unit prices and amounts for Contract Line Items (CLINs) and Contract Subline Items (SLINs) as indicated in the schedules and any accompanying exhibits.
- b. In the event there is a difference between the unit price and the extended total amount, the unit price will be held to be the intended bid and the total of the CLIN, SLIN or Exhibit Line Item (ELIN) will be recomputed accordingly. The CLIN which includes recomputed SLINs or ELINs will also be recomputed to take into account the change in the SLINs or ELINs. If the bidder provides the total amount for a CLIN, SLIN or ELIN, but fails to enter the unit price, the total amount divided by the CLIN, SLIN or ELIN quantity will be held to be the intended unit price.

B.12 INDEFINITE QUANTITY INDIVIDUAL CONTRACT LINE ITEM QUANTITIES

Once the estimated quantities for individual line items shown in the Schedule and any accompanying exhibits have been ordered, additional quantities may be ordered as long as the overall not-to-exceed (NTE) amount of the contract per year is not exceeded and the Contractor agrees by signing the task order.

B.13 GOVERNMENT PURCHASE CARD

Indefinite quantity work may be ordered at the prices offered by two ways:

- 1) by the issuing activity using a DD Form 1155 “Order for Supplies and Services”; or
- 2) by an authorized Government user via a Government Purchase Card (GPC).

When received GPC orders against Section B/Exhibits, the contractor shall provide the supplies and services at the offered price without additional markup or handling fee.

B.14 UNIT PRICE ADJUSTMENTS IN OPTION PERIODS

This contract incorporates the Service Contract Act (SCA). The SCA Wage Determination incorporated in Section J is for the Base Year performance period only. The latest Wage Determination available at the time for each option exercise will be incorporated into the contract and the unit prices will be adjusted in accordance with FAR Clauses 52.222-43, Fair Labor Standards Act and Service Contract Act – Price Adjustment. The contractor warrants, by submission of his offer that the offered prices does not include any contingency for future wage increases.

B.15 SOLICITATION ANNEXES

This solicitation incorporates by reference a Performance Work Statement (PWS) developed by using NAVFAC performance-based specifications. The PWS consists of Annexes 1, 2, and 15. The Contractor will be required to meet the specifications in those Annexes as if they were set forth in Section C.

B.16 BIDDING UNIT PRICES FOR LABOR

- a. A portion of the work included in the scope of this contract cannot be identified in advance in sufficient detail to be included in the Firm Fixed Price portion of or as a Unit Price Task in the Indefinite Quantity portion of the contract. Labor for this work will be ordered under the “INDEFINITE QUANTITY WORK” clause of Section C and paid for based on the unit prices for labor bid by the Contractor listed in the Schedule of Indefinite Quantity Work.
- b. Estimated hours in the Schedule are a forecast of future requirements. These estimate hours are for performing “Indefinite Quantity Work” accomplished in the time period shown.
- c. The Contractor shall enter, in the unit price bid space, the unit price for performing composite labor. The composite labor price shall include all direct and indirect costs associated with performing an hour of work. The composite labor price should be the Contractor’s hourly craft wage adjusted to allow for the bidders work force productivity (i.e. the Contractor’s estimate of how its work force will perform in relation to the Means Facilities Cost Data and/or the Engineered Performance Standards). The Composite Labor Rate shall include all costs for preparation of the cost proposal, job preparation, travel, pre-expended bin materials and supplies, ordering and stockpiling job material, additional material handling, items of equipment necessary to perform work (i.e. bucket truck, lifting equipment, staging, etc.), equipment set-up time, lift time, craft delay allowance, profit, tools, equipment, field and home office overhead, clerical support, supervision, inspection, fees, taxes, licenses, bonds, permits, insurance, etc.

B.17 BID DELIVERY

NOTICE TO BIDDER

Due to increased security at all military installations, Bidders who do not currently have a valid Contractor’s ID and Vehicle Decal issued by the Department of Defense (DoD) must allow sufficient time to obtain a one-day pass to permit entry to the base. In accordance with Joint Expeditionary Base security regulations all prospective visitors and contractor personnel are hereby notified that in order to obtain a one-day visitor’s pass the person must present their driver’s license and vehicle registration and/or rental car contract.

Contractor personnel planning to hand deliver their proposals, who do not have a valid Contractor’s ID and a DoD decal on their vehicle, must submit a written request, fax a memorandum/letter, or send an e-mail, requesting a one-day pass to access the Joint Expeditionary Base (Little Creek site). The written request shall include the company’s name, complete address, point of contract, phone number, fax number, e-mail address and the full legal name of each representative needing access to the Joint Expeditionary

Base (Little Creek site) for the purpose of submitting proposals for this solicitation. The request shall be sent to Margaret Dangerfield, Contract Specialist, via e-mail at roicclcreek@navy.mil, five (5) business days prior to the date proposals are due.

Personnel and vehicle one-day pass must be obtained at the Joint Expeditionary Base Little Creek Office located at Gate 3, 3710 Helicopter Road, and phone number (757) 462-4001.

It is imperative that all potential offerors adhere to this notice in order to avoid delay in submitting your proposal.

Also, be advised by this notice that the level of security at the Joint Expeditionary Base Little Creek-Fort Story (Little Creek site) may change at any time. As the level of security heightens, the amount of time required to gain access to the base also increases.

B-18 SUBMITTING YOUR BID:

Federal Express (FedEx) and United Postal Service (UPS) may be sent to:
Attn: Margaret Dangerfield, Building 3165, Suite 150
NAVFAC Midlant
1450 Gator Boulevard
Norfolk, Virginia 23459-8616

Naval Facilities Engineering Command, Mid-Atlantic's official United States Postal Service (USPS) mailing address is:

Attn: Margaret Dangerfield, Bldg. 3164, Suite 150
Commanding Officer
NAVFAC Midlant
1450 Gator Boulevard
Norfolk, Virginia 23459-8616

Hand-carried proposals will be received at:
NAVFAC Midlant
1450 Gator Boulevard, Suite 150
Norfolk, Virginia 23459-8616

Please allow sufficient amount of time for your proposal to be received prior to the due date and time.

B-19 REQUEST FOR INFORMATION/CLARIFICATION QUESTIONS:

The bidder is required to review the entire solicitation package before submitting questions. Submit all questions in a single document via e-mail to roicclcreek@navy.mil at least ten (10) days before proposals are due. This is the most efficient way to ensure all questions are addressed in a timely manner.

B-20 RAPID Gates/NAVY COMMERCIAL ACCESS CONTROL SYSTEM (NCACS)

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.

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).

Information on costs and requirements to participate and enroll in NCACS is available at <https://eform.rapidgate.com> or by calling (877) 727-4342.

Refer to Annex 0200000 – Management and Administration, subsection 2.8.8.3 Passes and Badges and 2.8.4.1 NCACS Program.

5252.237-9302 (JUL 1995)

- a. Arrangements to visit the site may be made by contacting the Contracting Officer during regular working hours at (757) 462-5362. Site visits are restricted to regular working hours.
- b. Visitors may be required to present documentation evidencing personal identification and firm affiliation.

ALL REQUESTS FOR A SITE VISIT MUST BE RECEIVED BEFORE NOON (12:00 P.M) 19 January 2016.

LATE REQUESTS WILL NOT BE HONORED DUE TO SECURITY REGULATIONS FOR OBTAINING ACCESS TO THE BASE.

Due to increased security at all military installations, all prospective visitors who do not currently have a valid Contractor's ID and Vehicle Decal issued by the Department of Defense (DoD) must allow sufficient time to obtain a one-day pass to permit entry to the base. In accordance with Joint Expeditionary Base Little Creek-Fort Story Security Regulations, all prospective visitors are hereby notified that in order to obtain a one-day visitor's pass the person must present his/her driver's license and vehicle registration and/or rental car contract.

PROSPECTIVE VISITORS PLANNING TO ATTEND THE SITE VISITS WHO DO NOT HAVE A VALID CONTRACTOR'S ID, MUST SUBMIT A WRITTEN REQUEST, FAX A MEMORANDUM/LETTER OR SEND AN E-MAIL MESSAGE REQUESTING A ONE-DAY PASS TO ACCESS THE JOINT EXPEDITIONARY BASE LITTLE CREEK-FORT STORY. THE WRITTEN REQUEST SHALL INCLUDE THE COMPANY'S NAME, COMPLETE ADDRESS, POINT OF CONTACT, PHONE NUMBER, FAX NUMBER, E-MAIL ADDRESS AND THE FULL LEGAL NAME, DATE OF BIRTH AND FULL SOCIAL SECURITY NUMBER OF EACH REPRESENTATIVE PLANNING TO ATTEND THE SITE VISIT. THE REQUEST SHALL BE SENT TO:

Margaret Dangerfield, Contract Specialist via fax to (757) 462-7878 or e-mail to roicclcreek@navy.mil.

0100000 – General Information		
Spec Item	Title	Description
1	General Information	
1.1	Outline of Services	<p>Except where otherwise stated, the Contractor shall furnish all labor, supervision, management, tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to provide crane repair support for two 200-ton Manitowoc 777, SER 2, Crawler cranes. Needed services outlined below and described in this Performance Work Statement (PWS) for the Amphibious Construction Battalion TWO located at 1815 Seabee Drive Virginia Beach, VA 23459, located on board Joint Expeditionary Base Little Creek-Fort Story. Work area shall include Joint Expeditionary Base Little Creek and within a 50 mile radius of that location. The type of contract anticipated for this procurement is a Recurring and Non-recurring Work contract. The PWS is organized into annexes. Annex 1 is "General Information". Annex 2 contains the on-site project management and administration requirements. Annexes 3 through 18 contain the technical requirements. The annex numbers are identified as 1 through 18 in the description column, but the full expanded annex numbers include seven digits (e.g., Annex 1 expanded number is 0100000 as shown in the header row at the top of this page).</p> <p>Annex 1 General Information Annex 2 Management and Administration Annex 3 Command and Staff-NA Annex 4 Public Safety-NA Annex 5 Air Operations-NA Annex 6 Port Operations-NA Annex 7 Ordnance-NA Annex 8 Range Operations-NA Annex 9 Health Care Support-NA Annex 10 Supply-NA Annex 11 Personnel Support-NA Annex 12 Morale, Welfare and Recreation Support -NA Annex 13 Galley-NA Annex 14 Housing-NA Annex 15 Facilities Support-NA Annex 16 Utilities-NA Annex 17 Base Support Vehicles and Equipment Annex 18 Environmental-NA</p>
1.2	Project Location	Crane maintenance and repair services shall be performed at the Joint Expeditionary Base Little Creek and any location within a 50 mile radius of that location.
1.3	Acquisition of Additional Work	The Government reserves the right to acquire additional repair services at additional locations in addition to the services and locations identified in the Recurring and Non-recurring Work requirements of this contract. Additional services will be incorporated into the contract in accordance with the CHANGES clause, SECTION I or ordered under the Recurring and Non-recurring Work 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.

0100000 – General Information		
Spec Item	Title	Description
1.4	Background Information	LEFT BLANK
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, 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 during posted hours as part of its due diligence to assess the nature of work and conditions under which work is to be performed.
1.6	Climate Patterns	Virginia's climate results from global-scale weather patterns that are modified by the diverse landscape of the Commonwealth. In the Hampton Roads Area the Atlantic Ocean and its "river of warm water", commonly called the Gulf Stream, play a dominate role in differentiating Virginia's precipitation and climate. Winter storms in the vicinity of the east coast generally move northeastward paralleling the coast and the Gulf Stream. The climate is generally mild and wet. The summers are quite dry with some recovery during the fall and winter months.
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:

0100000 – General Information		
Spec Item	Title	Description
1.8.1	Partnering Philosophy	The first principle is that the Navy views its contractors as partners and not just abstract service providers. The Navy wants its contractors to succeed because partners' success drives the Navy's successful mission completion. Within the bounds of acquisition policy the Navy intends to work to find solutions that will be beneficial to both the Government and its partners.
1.8.2	Contractor's Knowledge	The second principle is that the Navy will receive insightful management from its contractors. This management will include the knowledge, skills, authority and willingness to use contractor resources to find better ways of serving Navy clients' strategic and operational goals and objectives. The Navy's use of performance-based objectives evidences this principle. Although performance work statements will typically contain several levels of performance assessment, the Navy wants its contractors to exercise maximum discretion within bounds of prudent risk management to adjust processes and resources needed to reach specified objectives at the highest performance level.
1.8.3	Industry Best Practices	The third principle is that the Navy will adopt industry best commercial practices and maintain state-of-the-art service delivery. It is the Navy's and contractor's responsibility as partners to reach this goal. To that end, the Navy's emphasis will be in evaluating performance objectives (end results).
1.9	Standard Template	<p>Key to implementing a programmatic approach is using a standard template that ensures Navy-wide consistency yet affords appropriate tailoring to meet local needs. This contract conforms to the standard template and has been tailored for this solicitation. NAVFAC intends to use this template-based approach for future service contracts. Offerors should develop an understanding of the template as part of performing due diligence in reaching an understanding of the Navy's requirements and expectations.</p> <p>The standard template contains 18 standard annexes. Annex 1 will always contain information that is relevant to the entire scope of the contract. Annex 2 contains on-site project management and administration requirements that are relevant to the entire scope of the contract. Annexes 3 through 18 contain the technical information and requirements peculiar to that technical annex. Within each technical annex, the organization of information and requirements are also standardized. Specification item 1 will always contain General Information. Specification item 2 will always contain the management and administrative requirements. Specification item 3 will always contain the 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 4 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.

0100000 – General Information

Spec Item	Title	Description
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.

Spec Item	Title
2	Management and Administration
2.1	Definitions and Acronyms
2.2	General Information
2.2.1	Government Regular Working Hours
2.2.1.1	Observed Federal Holidays
2.2.1.2	Restriction to Contractor Working Hours
2.2.2	Wage Determinations
2.2.3	Requirements Hierarchy
2.3	General Administrative Requirements
2.3.1	Required Conferences and Meetings
2.3.2	Partnering
2.3.2.1	Contract Partnering Level C
2.3.2.2	Contract Partnering Administration
2.3.2.3	Contract Partnering Session Attendees
2.3.3	Permits and Licenses
2.3.4	Insurance
2.3.4.1	Certificate of Insurance
2.3.4.2	Minimum Insurance Amounts
2.3.5	Protection of Government Property
2.3.6	Instructions, Directives, and References
2.3.7	Invoicing Procedures
2.3.8	Forms
2.4	Government-Furnished Property, Materials and Services
2.4.1	Government-Furnished Facilities (GFF)
2.4.2	Government-Furnished Utilities
2.4.2.1	Availability of Utilities
2.4.3	Government-Furnished Materials (GFM)
2.4.4	Government-Furnished Equipment (GFE)
2.5	Contractor-Furnished Items
2.6	Management
2.6.1	Work Reception
2.6.2	Work Control
2.6.3	Work Schedule
2.6.4	Quality Management System (QMS)
2.6.4.1	Quality Control Plan (QCP)
2.6.4.2	QC Inspection
2.6.4.3	Contractor Quality Control/Assessment Reports
2.6.5	Environmental Management System (EMS)
2.6.6	Use of Recovered Materials
2.7	Personnel Requirements
2.7.1	Key Personnel
2.7.1.1	Project Manager (PM)
2.7.1.2	Quality Control Manager (QCM)

Spec Item	Title
2.7.1.3	Site Safety and Health Officer (SSHO)
2.7.2	Employee Requirements
2.7.2.1	Employee Appearance
2.7.2.2	Employee Conduct
2.7.2.3	Removal of Employees
2.7.2.4	Proof of Legal Residency
2.7.3	Labor Hour Reporting
2.7.3.1	Enterprise-wide Contractor Manpower Reporting Application (eCMRA) NMCARS 5237.102
2.7.3.2	Monthly On-Site Labor Report
2.8	Security Requirements
2.8.1	Employee Listing
2.8.2	Vehicles
2.8.3	Passes and Badges
2.8.3.1	Access to Installation
2.8.3.2	NCACS Program
2.8.4	Access to Buildings
2.8.5	Access Arrangements
2.8.6	Security Clearances
2.9	Contractor Safety Program
2.9.1	Accident Prevention Plan (APP)
2.9.2	Activity Hazard Analysis (AHA)
2.9.3	Hazard Specific Safety Plans
2.9.3.1	Critical Lift Procedures
2.9.3.2	Drug Abuse Prevention Plan
2.9.3.3	Emergency Response Plan
2.9.3.4	Fall Protection Plan
2.9.3.5	Fire Prevention Plan
2.9.3.6	Hazard Communication Plan
2.9.3.7	Hazardous Energy Control Plan
2.9.3.8	Health Hazard Control Plan
2.9.3.9	Lead Abatement Compliance Plan
2.9.3.10	Respiratory Protection Plan
2.9.4	Accident and Damage Reporting
2.9.4.1	Accident Reporting Notification
2.9.5	Fire Protection
2.9.6	Monthly On-Site Labor Report
2.9.7	OSHA Citations and Violations
2.9.8	Safety Inspections and Monitoring
2.9.9	Safety Certification
2.10	Environmental Protection
2.10.1	Disposal
2.10.1.1	Non-Hazardous Waste
2.10.1.2	Hazardous Waste
2.10.2	Spill Prevention, Containment, and Clean-up
2.10.3	Hazardous Material Management
2.10.4	Protection of Endangered and Threatened Species (Flora and Fauna)
2.11	Disaster Preparedness
2.12	Non-recurring Work
2.12.1	Unit Priced Task Work (Non-Negotiated)
2.12.1.1	Acceptance and Performance
2.12.1.2	Invoicing and Receiving Payment

Spec Item	Title
2.12.2	Unit Priced Labor Work (Negotiated)
2.12.2.1	Non-recurring Preparation of Proposals
2.12.2.1.1	Labor Requirements
2.12.2.1.2	Material Requirements
2.12.2.2	Issuance of Final Task Order
2.12.3	Non-recurring ELINS

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	200-ton Manitowoc 777, SER 2, Crawler crane Maintenance and Repair work shall be guided by the most recent version of NAVFAC P-307 (Management of Weight Handling Equipment) and the Original Equipment Manufacturers (OEM) requirements.
2.2.1	Government Regular Working Hours	The Government's regular working hours are from, 0700-1600, five days per week, Monday through Friday, except observed Federal holidays. Exceptions to the regular hours of operation are detailed in subsequent sections of this PWS. The performance of other work requirements shall be accomplished within the Government's regular working hours unless the specific work requirement specified herein necessitates otherwise. Any other work outside Government regular working hours requires prior KO approval.
2.2.1.1	Observed Federal Holidays	The Government observes the following holidays: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.
2.2.1.2	Restriction to Contractor Working Hours	If the Contractor wishes to work outside of the Government's regular working hours for the Contractor's convenience, the Contractor shall submit a written Request to Work Outside Government's Regular Working Hours to the KO for approval at least seven calendar days prior to requested day. Per section F Excludes work to be performed during specified hours.
2.2.2	Wage Determinations	Wage determinations are included in J-0200000-02.
2.2.3	Requirements Hierarchy	Requirements or definitions specified in each spec item of this contract apply to subordinate paragraphs. For example, requirements shown in spec item 3.1 would apply to spec items 3.1.1, 3.1.2, 3.1.2.1 and so on.
2.3	General Administrative Requirements	Information for 200-ton Manitowoc 777, SER 2, crawler crane Maintenance and Repair.
2.3.1	Required Conferences and Meetings	The Contractor may be required to attend administrative and coordination meetings. The Contractor shall attend meetings as directed by the KO.
2.3.2	Partnering	To increase the likelihood of successful performance of this contract, the Government requires cohesive partnerships with its Contractors and subcontractors. Key stakeholders, including the clients who will receive services, principal individuals from

0200000 - Management and Administration		
Spec Item	Title	Description
		<p>NAVFAC, the performance assessment team, and representative(s) of the installation(s) will be invited to participate in the partnering process. Key members of the prime and subcontractors teams, including senior management personnel must participate. The partnership will draw on the strength of each organization in an effort to achieve quality contract services done right the first time, within the contract price, as scheduled, and without any safety mishaps.</p> <p>A project's characteristics determine the process level to be used. As such the following partnering level applies to this contract:</p>
2.3.2.1	Contract Partnering Level C	This level of partnering discusses partnering concepts and benefits and should become a part of the pre-performance conference. The senior Government and Contractor stakeholders present will jointly host the partnering sessions. The partners will determine the frequency of the follow-on sessions. The partnering sessions should be held at locations agreed to by the partners.
2.3.2.2	Contract Partnering Administration	<p>Upon award, the ACO will contact the Contractor, client(s), Region, and Installation(s) stakeholders, and the performance assessment team to discuss implementation of partnering.</p> <p>The Core Management Team consisting of the attendees below must be present during the initial and all follow-on partnering sessions. These are the core mandatory attendees. Other stakeholders may attend if they desire or as recommended by the partners.</p> <p>For more information concerning Partnering read NAVFACINST 11013.40A, which can be viewed in the Government's Contracts Office.</p>
2.3.2.3	Contract Partnering Session Attendees Level C.	<p>The Contractor shall bring the necessary personnel to successfully partner on this contract. Asterisk indicates mandatory personnel.</p> <p>President/Vice President *Contract/Project Manager *Supervisor/Superintendent *Quality Control Manager Safety Manager</p>
2.3.3	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. Provide evidence of such Permits and Licenses to the KO before work commences and at other times as requested by the KO. Per section F</p>
2.3.4	Insurance	<p>Within 15 calendar days after award of this contract, the Contractor shall furnish the KO a Certificate of Insurance as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below in accordance with the FAR Clause 52.228-05, INSURANCE – WORK ON A GOVERNMENT INSTALLATION. This insurance must be maintained during the performance period. Per Section F</p>
2.3.4.1	Certificate of Insurance	<p>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</p>

0200000 - Management and Administration		
Spec Item	Title	Description
		requirements and information are contained in the aforementioned insurance clause.
2.3.4.2	Minimum Insurance Amounts	<p>The Contractor shall procure and maintain, during the entire period of performance under this contract, the following minimum insurance coverage:</p> <p>Comprehensive General Liability: \$500,000 per occurrence</p> <p>Automobile Liability: \$200,000 per person, \$500,000 per occurrence, \$20,000 per occurrence for property damage</p> <p>Workmen's Compensation: As required by Federal and State worker's compensation and occupational disease statutes</p> <p>Employer's Liability coverage: \$100,000, except in states where worker's compensation may not be written by private carriers</p> <p>Other as required by State Law</p>
2.3.5	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.
2.3.6	Instructions, Directives, and References	Applicable Department of Defense (DoD), Secretary of the Navy (SECNAV), Chief of Naval Operations (OPNAV), and other directives, instructions, and references are listed in J-0200000-03 .
2.3.7	Invoicing Procedures	Invoicing procedures are identified by the requirements of Email. See paragraph 2.12.1.2 Invoicing and Receiving Payment
2.3.8	Forms	Forms referenced in this Annex, will be provided by the Contracting Officer upon request.
2.4	Government-Furnished Property, Materials and Services	In accordance with FAR 52.245, GOVERNMENT PROPERTY and NAVFAC Clause 5252.245-9300, GOVERNMENT-FURNISHED PROPERTY, MATERIALS AND SERVICES, and the following paragraphs, the Government will furnish or make available to the Contractor certain Government-owned facilities, utilities, materials, and equipment for use in connection with this contract.
2.4.1	Government-Furnished Facilities (GFF)	The KTR shall be provided an outside field site location to perform work (i.e. portion of an exterior Amphibious Construction Battalion TWO parking lot or at a Gov. lift site location).
2.4.2	Government-Furnished Utilities	
2.4.2.1	Availability of Utilities	The Government will furnish water and electricity at existing outlets required for the work to be performed under the contract at no cost to the Contractor. Information concerning the location of existing outlets may be secured from the KO. The Contractor shall provide and maintain, at its expense, the necessary service lines from the existing Government outlets to the work site. Provide and maintain backflow prevention devices on connections to domestic water lines and electrical transformer provisions on connections to electric lines. Meet all Federal, State, local, and activity codes and regulations for backflow prevention devices and electrical transformer provisions.

0200000 - Management and Administration		
Spec Item	Title	Description
		Services required by the Contractor, for which there are no available Government outlets, shall be provided by the Contractor at no additional cost to the Government.
2.4.3	Government-Furnished Materials (GFM)	Any Government-Furnished Materials (GFM) will be specified with each task order.
2.4.4	Government-Furnished Equipment (GFE)	Any Government-Furnished Equipment (GFE) will be specified with each task order.
2.5	Contractor-Furnished Items	Except for items identified as Government Furnished, the Contractor shall provide all equipment, materials, parts, supplies, components, and facilities to perform the requirements of this contract. The KO may inspect Contractor-furnished items for adequacy and compliance with contract requirements. Inadequate or unsafe items shall be removed and replaced by the Contractor at no cost to the Government. Materials containing asbestos, lead, and PCB's shall not be brought on site. The KO may at any time require samples, Material Safety Data Sheets (MSDS) or Manufacturer's Data Cut Sheets of materials used in this contract. The KTR shall be responsible for providing all heavy lifting equipment associated with this contract. The KTR should have mobile work vehicles with lifting booms which are capable of lifting all crane equipment components. Note: The KTR shall provide their own pressure washing system and various approved degreasers or cleaning solvents and not use the Government's equipment. Cleaning product approval shall be requested in writing from NAVFAC MIDLANT's Safety and Environmental Departments. Note: The KTR shall also be required to use their own electrical generators and compressors for electricity and air sources. Per Section F
2.6	Management	The Contractor shall manage the total work effort associated with the services required herein to meet the performance objectives and standards. Such management includes but is not limited to planning, scheduling, cost accounting, report preparation, establishing and maintaining records, and quality control. The Contractor shall provide a staff with the necessary management expertise to assure performance objectives and standards are met.
2.6.1	Work Reception	The Contractor shall establish a work reception function with the capability to receive, classify issue, correspond, and respond to work requests and task orders during normal working hours. The Contractor shall be able to dispatch the appropriate repair crew within the response times listed in Section J and complete work in a timely manner.
2.6.2	Work Control	The Contractor shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking and reporting of work in progress. The Contractor shall plan and schedule work to assure material, labor, and equipment are available to complete work requirements within the specified time limits and in conformance with the quality standards established herein. Verbal scheduling and Work Status Reports shall be provided when requested by the KO. A written status report of any item of work must be provided within two hours

0200000 - Management and Administration		
Spec Item	Title	Description
		of the inquiry during regular working hours, and by 0800 the following work day for inquiries after regular working hours. Per section F
2.6.3	Work Schedule	The Contractor's work shall not interfere with normal Government business. In those cases where some interference is unavoidable, the Contractor shall minimize the impact and effects of the interference. The Contractor shall provide advance access of all of its work schedules to the Government. The Contractor shall notify the KO of any difficulty in scheduling work due to Government controls.
2.6.4	Quality Management System (QMS)	The Contractor shall establish and maintain a complete QMS program in accordance with the provisions specified herein. The Contractor's QMS program shall provide an effective and efficient means of identifying and correcting problems throughout the entire scope of operations. The Contractor's QMS program shall address: <ul style="list-style-type: none"> ... Accurate documentation of work processes, procedures, and output measures. ... A systematic procedure for assessing compliance with performance objectives and standards. ... Accurate documentation of quality inspections conducted throughout the execution of work. ... Assessment-driven corrective actions and process adjustments as appropriate in a timely manner.
2.6.4.1	Quality Control Plan (QCP)	Within 15 calendar days after award of the contract, the Contractor shall submit to the KO a QCP. The QCP shall describe the QMS methodology and approaches used under this contract. Within seven calendar days of any change during period of performance, submit to the KO a revised QCP for acceptance. Per Section F
2.6.4.2	QC Inspection	The Contractor shall establish and maintain an inspection 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 maintain a file of all scheduled and performed QC inspections, inspection results, and dates and details of corrective and preventive actions. The file shall be the property of the Government and made available during the Government's regular working hours. The QC Inspection File shall be turned over to the KO within five calendar days of completion / termination of the contract.
2.6.4.3	Contractor Quality Control/Assessment Reports	The Contractor shall submit a copy of the Contractor Quality Control/ Assessment Report to the KO, monthly for the quality control events performed and assessment-driven corrective actions and process adjustments during the previous period. Per Section F The Government may adjust the frequency of the submittal based on the Contractor's quality of performance.
2.6.5	Environmental Management System (EMS)	The Contractor shall perform work under this contract consistent with the following EMS goals and policy. Goals: <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;

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		<p>... Integrate green building concepts in major renovations and new construction;</p> <p>... Prevent pollution at the source; and</p> <p>... Continual improvement.</p> <p>Policy:</p> <p>... Protect public health and the environment by being an environmentally responsible member of the community;</p> <p>... Preserve our natural, historic and cultural resources;</p> <p>... Conserve natural resources by reducing what we discard, reusing items, and recycling materials, which includes purchasing products made from recycled materials;</p> <p>... 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;</p> <p>... 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;</p> <p>... Maintain a sound partnership with regulatory agencies to sustain our compliance with existing and new environmental laws and regulations;</p> <p>... Enhance our program as we develop and implement an Environmental Management System; and</p> <p>... Adhere to this policy, remind one another to do so, and ensure that our entire community knows this is our policy by our actions as well as our words.</p> <p>The Contractor shall maintain monitoring and measurement information to address the EMS goals and policy and provide the EMS Goals and Policy Measurement Information to the KO when requested. Per section F. 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. In the case of a noncompliance, the Contractor shall assume legal and financial liability for the noncompliance and take corrective action immediately to remedy the noncompliance. In the case of a nonconformance, the Contractor shall respond and take corrective action based on the time schedule established by the KO. The Contractor shall ensure that its employees are aware of their roles and responsibilities under the EMS and how these EMS roles and responsibilities affect work performed under the contract.</p>
2.6.6	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</p>

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		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 www.epa.gov/cpg/products). Use of EPA designated products is not required for products that are either not available within a reasonable period of time, are not available at a reasonable price, are not available from a sufficient number of sources to maintain a satisfactory level of competition, or fail to meet performance standards based on technical verification. EPA designation of products is an ongoing process. Listings of EPA designated products containing recovered materials are found in 40 CFR 247. Make recommendation and submit Recovered Material Certification, to the KO, when a product containing recovered materials is equal to or better than the original and could be used for this contract. Per Section F. All changes of products shall be accepted by the KO before it is used.
2.7	Personnel Requirements	The Contractor shall comply with the personnel requirements stated below.
2.7.1	Key Personnel	Within 15 calendar days after award of the contract, the Contractor shall submit to the KO an Organizational Chart showing lines of authority of the key personnel and on-site supervisor(s) for this contract. Per Section F. The chart shall include names of personnel and their position title in this contract. As a minimum, include the PM, QCM, SSHO, and on-site supervisor(s) and who they will report directly to for this contract. The key personnel shall be revised as applicable for the contract. The SSHO and QCM may be the same person
2.7.1.1	Project Manager (PM)	The Contractor shall provide a PM who has relevant experience at a comparable level of responsibility in projects of similar size, scope and complexity. The PM or alternate shall have full authority to act for the Contractor on all contract matters relating to this contract.
2.7.1.2	Quality Control Manager (QCM)	The Contractor shall provide a QCM who shall have full authority and responsibility for assuring performance objectives and standards identified in this contract are met. The QCM may be the same person as the project manager. The QCM or alternate shall be available on-site within one hour after the Government's request.
2.7.1.3	Site Safety and Health Officer (SSHO)	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: 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 10-hour construction safety class or equivalent within the last three years. The SSHO may be the same person as the project manager but shall have fulfilled the pre-requisite qualification and experience.
2.7.2	Employee Requirements	The Contractor shall provide experienced, qualified, and capable personnel to perform the work in this contract. Personnel shall be fully knowledgeable of all safety and environmental requirements associated with the work they perform. Competent personnel shall

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		be provided as required. Personnel shall speak, read, and comprehend English to the extent that they can perform the contract requirements and comply with installation emergency procedures.
2.7.2.1	Employee Appearance	The Contractor shall ensure that all employees present a professional appearance that is appropriate for their position. The KO reserves the right to determine the acceptability of any clothing worn. All Contractor/subcontractor employees working under this contract shall be identified by a distinctive nameplate, emblem, or patch attached in a prominent place on an outer garment. Employee identification shall not be substituted for station required passes or badges.
2.7.2.2	Employee Conduct	Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.
2.7.2.3	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.
2.7.2.4	Proof of Legal Residency	No employee or representative of the Contractor will be admitted to the site of work unless satisfactory Proof of Legal Residency is furnished. Per Section F
2.7.3	Labor Hour Reporting	There are two separate requirements for the Contractor to report on labor hours expended on this contract.
2.7.3.1	Enterprise-wide Contractor Manpower Reporting Application (eCMRA) 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 .
2.7.3.2	Monthly On-Site Labor Report	The Contractor shall submit a monthly On-Site Labor Report per Section F . This report is a compilation of employee-hours worked each month for all contract workers, both prime and Subcontractors. This is a separate report for work issued through each FEAD. This Monthly report shall be provided to the PAR / SPAR for each FEAD where work is done under this contract.
2.8	Security Requirements	The Contractor shall comply with all Federal, state, and local security statutes, regulations, and requirements. The Contractor shall become acquainted with and comply with all Government regulations as posted, or as requested by the KO when required to enter a Government site. The Contractor shall ensure that all security/entrance clearances are obtained.
2.8.1	Employee Listing	The Contractor shall maintain and provide upon request a current Employee List. The list shall include employee's name, social security number, and level of security clearance. Per Section F
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

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		Vehicle Code. Vehicles shall meet all other requirement of the State Vehicle Code, such as safety standards, and shall carry proof of insurance and state registration, if applicable.
2.8.3	Passes and Badges	All Contractor employees shall obtain the required employee and vehicle passes. The Government will issue one day passes without charge. The Contractor employees must be able to obtain CAC in accordance with security requirements. Each employee shall wear the Government issued badge over the front of the outer clothing. When an employee leaves the Contractor's service, the employee's Passes and Badges shall be returned within 10 calendar days. Per Section F
2.8.3.1	Access to Installation	<p>All Contractor personnel shall obtain access to the installation by participating in the Navy Commercial Access Control System (NCACS), or by obtaining passes each day from the Base Pass and Identification Office. Costs for obtaining passes through the NCACS are the responsibility of the Contractor. One-day passes, issued through the Base Pass and Identification Office, will be furnished without charge.</p> <p>The Contractor shall furnish a completed EMPLOYMENT ELIGIBILITY VERIFICATION (DHS FORM I-9) form for all personnel requesting badges. This form is available at 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>
2.8.3.2	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>
2.8.4	Access to Buildings	The Contractor shall monitor and control access into restricted areas under their responsibility, allowing only those individuals who have been properly cleared into restricted areas or other controlled access areas. The Contractor shall comply with security requirements, plus those imposed by the installation Commander at all times. Personnel with access to special areas will have the appropriate screening and/or security clearance, and personnel requiring routine access to restricted areas will wear special badges authorizing access for those

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		areas. Contractor personnel shall not enter restricted or controlled areas or installation facilities unless specifically authorized in performance of their duties. The Contractor shall secure all buildings and facilities entered during non-duty hours and will secure all building and facilities under the Contractor's cognizance at the end of each work day or shift period.
2.8.5	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	Security Clearances	The Contractor shall obtain all required corporate and personnel Security Clearances prior to commencement of work. The Contractor shall ensure that a list of all personnel with Security Clearances is maintained current, including clearances that are pending.
2.9	Contractor Safety Program	The Contractor shall develop and implement a Safety Program detailing how the Contractor plans, staffs, performs, and controls all safety practices while delivering best value services to the Government without any accidents or mishaps. The Contractor's safety program shall comply with all safety standards identified in the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM-385-1-1 and Public Law 91-596, Occupational Safety and Health Act.
2.9.1	Accident Prevention Plan (APP)	<p>To ensure that the Contractor has a well-organized and thorough Safety Program, the Contractor shall prepare an 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 format and cover all topics as delineated in Appendix A of EM-385-1-1. The APP shall incorporate Activity Hazard Analyses (AHAs) and Situation Specific Safety Plans that are relevant to the site specific hazards and controls for each activity and type of work that may be encountered in the performance of this contract.</p> <p>The Contractor shall submit an APP to the KO within 15 days following award for acceptance. The Contractor shall review, update, and submit the revised APP to the KO annually and within 15 calendar days whenever a change in work conditions, hazards, or activities occur. Submit per Section F</p>
2.9.2	Activity Hazard Analysis (AHA)	<p>The Contractor shall prepare Activity Hazard Analyses (AHAs) for all common recurring work activities performed under this contract. AHAs 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. Specifically:</p> <ul style="list-style-type: none"> ... For Non-recurring contracts, the Contractor shall submit an AHA on task orders, with the associated proposal, whenever the service environment or required task is different.

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		<p>AHAs shall follow format of Figure 1-1 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 SSSH 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. Submit per Section F</p>
2.9.3	Hazard Specific Safety Plans	The Contractor shall develop and implement hazard specific safety plans, as listed below, as necessary for the situation or types of work to be performed under this contract. These Hazard Specific Safety Plans shall be submitted with the APP and shall be updated as situations change. Additional hazard specific safety plans developed as applicable when new types of work are required under this contract. Submit per Section F
2.9.3.1	Critical Lift Procedures	The Contractor shall develop a plan to explain how it will: (1) conduct any lifts at 75 percent or more of the crane or hoist capacity (or lifts over 50 percent of the capacity on a barge mounted mobile crane's hoists) for any radius of lifts; (2) description of lifts, cranes or hoists; (3) qualifications of personnel authorized to operate lifts, cranes, or hoists; and (4) use non-routine rigging or operations involving sensitive equipment whenever there is unusual safety risks. This plan shall be prepared in accordance with paragraph 16.C18 of EM 385-1-1, 29 CFR 1926.550(g), ASME B30.22, ASME B30.3; ASME B30.5, and ASME B30.8.
2.9.3.2	Drug Abuse Prevention Plan	The Contractor shall develop a plan to explain how it will satisfy the drug-free work force requirement as stated in DFARS Clause 252.223-7004.
2.9.3.3	Emergency Response Plan	The Contractor shall develop an emergency response plan to ensure safe evacuation of people during emergencies, before the hazard or natural disaster is imminent, and to minimize the consequences of accidents during evacuations. See Section 01E of EM 385-1-1.
2.9.3.4	Fall Protection Plan	The Contractor shall develop a plan to explain how it will eliminate falls at the service site. The plan will explain how the Contractor will protect and prevent its service workers from falling from heights of 1.8m (6 feet) or more. A competent person for fall protection shall prepare and sign the plan. See EM 385-1-1, ANSI A10.32, ANSI Z359.1, and ANSI/ASSE A10.34.

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2.9.3.5	Fire Prevention Plan	The Contractor shall develop a plan to explain how it will eliminate or contain fires when using hot kettles or welding equipment at facilities and service sites. This plan shall be used by Contractor employees to: (1) obtain hot work permits and identify emergency first responders to fire hazards; (2) identify and make available materials and equipment to suppress or contain fires; and (3) emergency evacuation procedures. See Sections 6 and 9 of EM 385-1-1, NFPA10, NFPA 241, NFPA 51B, NFPA 70, NFPA 70E, and NARA 29 CFR 1926.500.
2.9.3.6	Hazard Communication Plan	The Contractor shall develop a plan to explain how it will identify hazardous substances at the service site. This plan shall address: (1) training (to include potential safety and health effects from exposure); (2) labeling of hazardous substances; (3) maintaining an inventory listing of hazardous chemicals at the service site; and (4) location of a library of Material Safety Data Sheets (MSDSs) in the office to satisfy 29 Code of Federal Regulations (CFR) 1910.1200 or 1926.59 requirements.
2.9.3.7	Hazardous Energy Control Plan	The Contractor shall develop a plan to explain how it will control hazardous energy within an existing service environment. This plan shall address: (1) intended operations and procedures; (2) means to coordinate and communicate the control of hazardous energy; (3) procedural steps and responsibilities for shutting down, isolating, blocking, and securing systems to control hazardous energy; (4) steps and responsibilities for the placement, removal, and transfer of lockout and tagged out devices; (5) steps and responsibilities for placing and tagging, and moving or removing and un-tagging, protective grounds; (6) requirements for testing the system to verify the effectiveness of lockout and tag-out isolation devices; (7) courses of actions to implement during emergencies; (8) requirements when removing hazardous energy control devices must be transferred from one authorized person to another, and the name of the individuals qualified for receiving such a transfer; and (9) the means to enforce compliance with the procedures.
2.9.3.8	Health Hazard Control Plan	The Contractor shall develop a plan to explain how it will determine the presence of hazardous or toxic agents at the service environment and explain what safety measures are to be taken. This plan shall satisfy relevant topics of Section 6 of EM385-1-1.
2.9.3.9	Lead Abatement Compliance Plan	The Contractor shall develop a plan to explain how it will protect its service work force from lead exposure. This plan shall also address relevant procedures, requirements, and protocols of 29 CFR 1910.1025 and 29 CFR 1926.62.
2.9.3.10	Respiratory Protection Plan	The Contractor shall develop a plan Contractor to explain how it will protect the health of its employees whenever respirators are needed. This plan shall include service-site-specific procedures in accordance with EM 385-1-1 Section 05.E and OSHA's respiratory protection standard at 29 CFR 1910.134.
2.9.4	Accident and Damage Reporting	The Contractor shall notify the KO of all damages, accidents, mishaps, and near misses that occur on or related to Government property as soon as practical, but not later than four hours. For recordable injuries and illnesses, property damage accidents resulting in at least \$2,000 in damages, and Weight Handling

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		<p>Equipment (WHE) accidents, the Prime Contractor shall secure the accident site and protect evidence until released by the contracting officer and conduct an accident investigation to establish the root cause(s) of the accident.</p> <p>(a) For recordable injuries and illnesses and property damage accidents resulting in at least \$2,000 in damages complete the Navy Contractor Significant Incident Report (CSIR) form and provide the report to the KO within 1 calendar day of the accident. The KO will provide a blank copy of any required or special forms.</p> <p>(1) Recordable Injuries or Illnesses. Any work-related injury or illness that results in:</p> <ul style="list-style-type: none"> (i) Death, regardless of the time between the injury and death, or the length of the illness; (ii) Days away from work (any time lost after day of injury/illness onset); (iii) Restricted work; (iv) Transfer to another job; (v) Medical treatment beyond first aid; (vi) Loss of consciousness; or (vii) A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in (1) through (6) above. <p style="text-align: center;">Submit per Section F</p> <p>(b) For WHE accidents (including rigging gear accidents): Render safe and secure the accident scene, do not move any equipment beyond rendering safe, and contact the BSVE Duty Supervisor at 757-650-4148 and Amphibious Construction Battalion TWO. The Duty Supervisor will have the proper Crane Accident Investigators respond to the scene. Follow proper reporting procedures outlined in the latest version of the NAFAC MIDLANT P-307 WHE Manual complete the WHE Accident Report (Crane and Rigging Gear) form and provide the report to the KO within 30 calendar days of the accident. The KO will provide a blank copy of the accident report form.</p> <p>(1) WHE Accident. A WHE accident occurs when any one or more of the six elements in the operating envelope fails to perform correctly during operation, including operation during maintenance or testing resulting in personnel injury or death; material or equipment damage; dropped load; derailment; two-blocking; overload; and/or collision, including unplanned contact between the load, crane, and/or other objects. A dropped load, derailment, two-blocking, overload and collision are considered accidents even though no material damage or injury occur. A component failure (e.g., motor burnout, gear tooth failure, bearing failure) is not considered an accident solely due to material or equipment damage unless the component failure results in damage to other components (e.g., dropped boom, dropped load, roll over, etc.).</p> <p>Comply with current 29CFR1904 for OSHA/HIOSH record keeping and reporting requirements. Submit per Section F</p>
2.9.4.1	Accident Reporting	The Contractor shall report all accidents, mishaps, and near misses

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

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		<p>Contractor shall be subject to safety inspections of its work sites by the Government. Contractor safety records shall be available to the KO upon request.</p> <p>Whenever the KO becomes aware of any safety noncompliance or any condition which poses a serious or imminent danger or hazard to the health or safety of the public or Government Personnel, the KO will notify the Contractor orally, with written confirmation, and request immediate corrective action. This notice, when delivered to the Contractor's representative or SSHO, shall be deemed sufficient notice of noncompliance and that corrective action is required. After receiving this notice, the Contractor shall immediately take corrective action. If the Contractor fails, delays, or refuses to promptly take corrective action, the KO may issue a stop work order for all or part of the services or work until satisfactory corrective action has been taken. Whenever such a stop work order has been issued, the Contractor shall waive all equitable adjustments to the contract related to the stop work ordered issued. The Contractor shall include this requirement in all of its subcontracts and vendor contracts in support of contract safety.</p>
2.9.9	Safety Certification	The Contractor shall submit copies of all the required Federal, state, county, city or industry safety related Safety Certifications for work performed under this contract. These certifications shall be kept up to date by the Contractor. The Contractor shall submit new versions of certifications to the KO as the old certifications expire. No work, that requires a certification, shall start without a valid and approved certification. Submit per section F
2.10	Environmental Protection	The Contractor shall comply with all applicable Federal, state, and local laws, and with the regulations and standards listed herein. 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 Activity Environmental Protection Coordinator, or authorized officials on a no-notice basis during Government regular working hours. In the event that a regulatory agency assesses a monetary fine against the Government for violations caused by Contractor negligence, the Contractor shall reimburse the Government for the amount of that fine, costs of defending against administrative or other legal action, remedial action, and other costs. 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.
2.10.1	Disposal	
2.10.1.1	Non-Hazardous Waste	The Contractor shall dispose of debris and rubbish resulting from the work under this contract off of installation.
2.10.1.2	Hazardous Waste	All hazardous waste shall be turned over to the Government for

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		disposal.
2.10.2	Spill Prevention, Containment, and Clean-up	The Contractor shall prevent, contain, clean up, and report all spills on Government property, caused by the Contractor, in a manner that complies with applicable Federal, state, and local laws and regulations or otherwise stated herein, at no cost to the Government.
2.10.3	Hazardous Material Management	The Contractor shall ensure that procedures are in place to deal with hazardous materials, pursuant to the FAR Clause 52.223-3, HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA.
2.11	Disaster Preparedness	The Contractor shall comply with the activity's Contingency Instruction. The Contractor shall support the installation contingency response plan as directed by the KO.
2.12	Non-recurring Work	Non-recurring work is identified in each applicable annex or sub-annex. Non-recurring work may consist of Unit Priced Tasks (UPT) Work (non-negotiated) and Unit Priced Labor (UPL) Work (negotiated). The Contractor shall perform all Non-recurring task work as ordered by the KO per Section G and DoD EMALL requirements in Section H. Non-recurring work will consist of Unit Priced Tasks and Unit Priced Labor Work which may be ordered by the Government as separate items or in combinations of items from the Schedule of Non-recurring Work (Bid Schedule) in Section B on an as needed basis.
2.12.1	Unit Priced Task Work (Non-Negotiated)	A Unit Priced Task (UPT) is defined as a Non-recurring work item that includes all direct and indirect costs plus profit associated with the particular unit of work. All materials and equipment (rented or owned) required for the accomplishment of a UPT shall be included within the respective exhibit line item prices. The Recurring Work for the task order is determined by multiplying the exhibit line item unit prices by the quantities ordered. The Contractor is not required to submit cost estimates for UPTs.
2.12.1.1	Acceptance and Performance	The Contractor shall possess the capability to accept and perform Non-recurring work via an electronic medium with supported commands utilizing their Government Purchase Card (GPC). DoD EMALL is the electronic medium for authorized Government personnel to place orders for service to the Contractor. DoD EMALL is located at www.emall.dla.mil under NAVFAC contract. The Contractor is required to report all Non-recurring quantities ordered via EMALL monthly to the KO.
2.12.1.2	Invoicing and Receiving Payment	Payment for completed EMALL orders will be made using the GPC. Reference "payment by third party" clause [FAR 52.232-36]. The Contractor shall submit one Consolidated Non-recurring Invoice for Non-recurring work completed during the preceding month. The Contractor shall possess the capability to invoice and receive payment for Non-recurring work via an electronic medium with supported commands utilizing their GPC. No partial or advance payments are provided. Submit per section F
2.12.2	Unit Priced Labor Work (Negotiated)	The Contractor shall perform all UPL work in accordance with the scope and delivery schedule negotiated per each task order. Unit Priced Labor (UPL) work is defined as Non-recurring work that utilizes negotiated labor hours and materials to accomplish a task not required by the Recurring Work portion of the contract. UPL includes separately priced labor, materials, and equipment exhibit

0200000 - Management and Administration		
Spec Item	Title	Description
		line items. The Contractor shall prepare and furnish a detailed cost estimate identifying proposed labor, material, and equipment costs, which upon approval by the KO, becomes a recurring work task order.
2. 12.2.1	Non-recurring Preparation of Proposals	In response to the Government's Request for Proposal (RFP), the Contractor shall submit a Non-recurring Proposal to the KO within two working days for each potential task order which includes: 1) A complete list of all tasks necessary to perform the required scope of work, 2) The number of hours set forth to perform each task and 3) The projected quantity and costs of materials to perform the required scope of work. Submit per section F
2. 12.2.1.1	Labor Requirements	Current Chilton's or similar estimating sources for crane repair shall be used for determining the number of labor hours required to complete the scope of work. The total labor cost will be determined by totaling the number of direct labor hours and then multiplying by the labor hour unit price from the Schedule of Non-recurring Work.
2. 12.2.1.2	Material Requirements	Current Chilton's or similar estimating sources shall be used for determining the material estimate. Projected material requirements will include a list of materials establishing the size, quality, number of units, and unit prices. Pre-expended bin supplies and materials will not be included in the list of materials since the cost for these items were included in the labor hour unit price bid. Material prices provided by the Contractor shall be the lowest price available considering the availability of materials and the time constraints of the job. The direct material price shall be adjusted by all discounts, burden rates, and rebates for core value or salvage value that accrue to the Contractor.
2. 12.2.2	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. 12.3	Non-recurring ELINS	Non-recurring ELINs are provided in J-0200000-05 .

0200000 – Management and Administration

SECTION F: DELIVERIES OR PERFORMANCE

DELIVERABLES						
Annex/Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000/2.2.1.2	NA	Request to Work Outside Government's Regular Working Hours	As specified	KO	1	At least seven calendar days prior to requested day.
0200000/2.3.3	NA	Permits and Licenses	As specified	KO	1	Before work commences and as requested by the KO.

DELIVERABLES

Annex/Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000/2.3.4	NA	Certificate of Insurance	As specified	KO	1	Within 15 calendar days after award.
0200000/2.5	NA	Samples, MSDS, Manufacturer's Data Cut Sheets of Materials	As specified	KO	1	When requested.
0200000/2.6.2	NA	Work Status Report	As specified	KO	1	Within two hours of the inquiry during regular working hours, and by 0800 the following work day for inquiries after regular working hours.
0200000/2.6.4.1	NA	Quality Control Plan	As specified	KO	1	Within 15 calendar days after award and within seven calendar days of changes.
0200000/2.6.4.3	NA	Contractor Quality Control/ Assessment Report	First work day of each month.	KO	1	Monthly
0200000/2.6.5	NA	Environmental Management System Goals and Policy Measurement Information	As specified	KO	1	When requested.
0200000/2.6.6	NA	Recovered Material Certification	As specified	KO	1	When a product containing recovered materials is equal to or better than the original and could be used.
0200000/2.7.1	NA	Organizational Chart	As specified	KO	1	Within 15 calendar days after award.
0200000/2.7.2.4	NA	Proof of Legal Residency	As specified	KO	1	Prior to be admitted to site of work.
0200000/2.8.1	NA	Employee List	As specified	KO	1	Upon request.

DELIVERABLES

Annex/Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000/2.8.3	NA	Passes and Badges	As specified	KO	1	Within 10 calendar days when an employee leaves the Contractor's service.
2.8.3.1	NA	Access to Installation	Before Access to Installation	NCACS Program	1	Prior to be admitted to site
0200000/2.9.1	NA	Accident Prevention Plan	As specified	KO	1	Within 15 calendar days after award and within seven calendar days of changes.
0200000/2.9.2	NA	Activity Hazard Analysis	As specified	KO	1	Together with the Accident Prevention Plan and for changes.
0200000/2.9.3	NA	Hazard Specific Safety Plans	As specified	KO	1	Together with the Accident Prevention Plan and for changes.
0200000/2.9.4	NA	Accident and Damage Reporting	As specified	KO	1	Within one calendar day of accident.
0200000/2.9.4	NA	Weight Handling Equipment Accident Report	As specified	KO	1	Within 30 calendar day of accident.
0200000/2.9.4.1	NA	Initial Accident Reporting Notification Report	As specified	KO	1	Immediately after that an accident or near miss.
0200000/2.9.4.1	NA	Follow-on Accident Reporting Notification Report	As specified	KO	1	Close of business the day of the accident, or if the accident occurs after hours, at start of business the following morning.
0200000/2.9.4.1	NA	Final Accident Reporting Notification Report	As specified	KO	1	Within 24 hours after completing the investigation of the accident.
0200000/2.9.6	NA	On-Site Labor Report	First work day of each month.	KO	1	Monthly, by the fifth day of the month

DELIVERABLES						
Annex/Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000/2.9.7	NA	OSHA Citations and Violations Corrective Action Report	As specified	KO	1	Within 48 hours after receiving a citation.
0200000/2.9.9	NA	Safety Certifications	As specified	KO	1	Prior to start of work and as old certifications expire.
0200000/2.12.1.2	NA	Consolidated non-recurring Invoice	First work day of each month.	KO	1	Monthly
0200000/2.17.2.1	NA	Non-recurring Proposal	As specified	KO	1	Within two working days after Government's Request for Proposal.
17000004	NA	Work report for each task order	Upon completion of each task order	KO and The Crane Department	2	With each task order.

SECTION J DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS TABLE OF CONTENTS	
<u>ATTACHMENT NUMBER</u>	<u>ATTACHMENT TITLE</u>
J-0200000-01	DEFINITIONS AND ACRONYMS Annex 0200000
J-1700000-01	DEFINITIONS AND ACRONYMS Annex 1700000
J-0200000-02	WAGE DETERMINATIONS
J-0200000-03	REFERENCES, INSTRUCTIONS, DIRECTIVES
J-0200000-04	INVOICING PROCEDURES
J-0200000-05	EXHIBIT LINE ITEM NUMBERS
J-1700000-02	ADDITIONAL NON-RECURRING WORK TECHNICAL REQUIREMENTS

J-1700000-03	FUNCTIONAL ASSESSMENT PLAN (FAP) – ATTACHED SEPARATELY
J-1700000-04	PERFORMANCE ASSESSMENT PLAN (PAP) – ATTACHED SEPARATELY

ATTACHMENT J-0200000-01
DEFINITIONS AND ACRONYMS

Definition	Description
Competent Person	A person who has the professional experience and training necessary to identify existing and predictable hazards at a work or service environment, and who has the authority to take prompt and corrective action to eliminate or remove dangers from the environment.
Confined Work Space	A space that is large enough and so configured that a person may bodily enter a space (such as in tanks, vessels, silos, storage bins, hoppers, vaults, pits, and like spaces where there is limited means of entry) and is hindered or restricted from escaping during an emergency.

Contracting Officer (KO)	That individual with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
Contractor	That entity or its representative responsible for the delivery of the services or materials specified in this contract, as designated by contract award. The term Contractor as used herein refers to both the prime Contractor and any subcontractors. The prime Contractor shall insure that subcontractors comply with the provision of this contract.
Contractor Representative	That individual appointed by the Contractor, either orally or in writing, who has been assigned responsibility for executing the requirements of this contract.
Direct Material Costs	The actual vendor invoice charges for materials used for performance of work under this contract. Direct material costs shall include transportation charges when such charges are included on the invoice by the vendor, as well as any discounts allowed for prompt payment and discounts or rebates for core value or salvage value that accrue to the Contractor. When questions arise concerning the cost of materials, material costs will be based on the lowest of quotes provided by the Contractor from at least three different commercial vendors for the direct material cost. The Government retains the right to obtain additional quotes in questionable situations. The lowest price will be used.
Equipment	Tangible asset that is functionally complete for its intended purpose, durable, and non-expendable.
Facility	A building or structure designed and created to serve a particular function.
Maintenance And Repair	The preservation or restoration of a piece of equipment, system, or facility to such condition that it may be effectively used for its designated purposes. Maintenance/repair may be adjustment, overhaul, reprocessing, or replacement of constituent parts or materials that are missing or have deteriorated by action of the elements or usage, or replacement of the entire unit or system if beyond economical repair.
R. S. Means	A data collection and organization system developed by R. S. Means Company which can be used to prepare accurate, dependable construction estimates and budgets in a variety of ways. The Contractor shall use the latest edition. Material prices are based on a national average and computed labor costs are based on a 30-city national average. An estimate prepared using this data is called a "Means estimate"; data may simply be referred to as "Means".
Monthly On-Site Labor Report	A compilation of all Contractor and subcontractor employee-hours involved in delivering contract services on a Government property.
Performance Assessment	A method used by the Government to provide some measure of control over the quality of purchased goods and services received.
Performance Assessment Representative (PAR)	That individual designated by the KO to be responsible for the monitoring of Contractor performance.
Pre-Expended Bin Materials And Supplies	The minor materials and supplies that are incidental to the job, for which the total direct cost of any one material line item shown on the material estimate is \$10.00 or less. Examples of pre-expended bin materials and supplies include, but are not limited to, solder, lead, flux, electrical connectors, electrical tape, fuses, nails, screws, bolts, nuts, washers, spacers, masking tape, sand paper, solvent, cleaners, lubricants, grease, oil, rags, mops, glue, epoxy, spackling compound, joint tape, plumbers tape and compound, clips, welding rods, and touch up paint.
Quality Control (QC)	A method used by the Contractor to control the quality of goods and services produced.
Response Time	The time allowed the Contractor after initial notification of a work requirement to be physically on the premises at the work site with appropriate personnel, tools, equipment, and materials, ready to perform the work required.

Unit Priced Labor (UPL) Hour	The unit price bid by the Contractor to perform one hour of work-in-place. With the exception of direct material and construction equipment costs, the unit price includes all indirect and direct costs associated with performing work. The price includes the Contractor's hourly composite trade wage, adjusted to allow for workforce productivity; costs for pre-expended bin materials, union agreements, crew sizes, hand tools, payroll burdens and fringes, overtime, job (field) overhead (including clerical support, supervision, inspection, fees, taxes, licenses, permits, and insurance), general and administrative (home office) overhead, and profit. Additionally, time for job preparation, safety standby personnel, and similar indirect labor elements are included.
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ATTACHMENT J-1700000-01 DEFINITIONS	
Definition	Description
Construction Equipment	
Downtime	
Field Service	
Flat Rate Hour (FRH) Unit Price	
Weight Handling Equipment (WHE)	

Acronym	Title
ACO	Administrative Contracting Officer
CDR	Contract Discrepancy Report
CMMS	Computerized Maintenance Management System
COR	Condition of Readiness
DoD	Department of Defense
DoN	Department of Navy
DRMO	Defense Reutilization Management Office
EPA	Environmental Protection Agency

EPCRA	Emergency Planning and Community Right-to-Know Act
FAR	Federal Acquisition Regulation
FSC	Facility Support Contract
GFE	Government-furnished Equipment
GFF	Government-furnished Facilities
GFM	Government-furnished Materials
ICP	Integrated Contingency Plan
KO	Contracting Officer
MSDS	Material Safety Data Sheets
NAVFAC	Naval Facilities Engineering Command
NDT	Non Destructive Testing
NMCI	Navy Marine Corps Intranet
OEM	Original Equipment Manufacturer
PAP	Performance Assessment Plan
PAR	Performance Assessment Representative
PAW	Performance Assessment Worksheet
PM	Project Manager
PWS	Performance Work Statement
QC	Quality Control
SPAR	Senior Performance Assessment Representative
VIQ	Variation in Quantity
WBS	Work Breakdown Structure
WHE	Weight Handling Equipment

ATTACHMENT J-0200000-02
WAGE DETERMINATIONS

Wage Determination to be inserted by Contract Specialist Prior to award.

ATTACHMENT J-0200000-03
REFERENCES, INSTRUCTIONS, DIRECTIVES

<u>Reference</u>	<u>Title</u>

EM 385-1-1	U.S. Army Corps of Engineers Safety and Health Requirements
P.L. 91-596	Occupational Safety and Health Act
NAVFAC NCC-P307	Navy Crane Center P-307 A copy may be downloaded at the Navy Portal site listed below. https://portal.navfac.navy.mil/portal/page/portal/navfac/navfac_ww_pp/navfac_ncc_pp/tab66035

ATTACHMENT J-0200000-04
INVOICING PROCEDURES

The Non-recurring Work line items will be ordered by DOD EMALL, Credit Card order via FISC, or by Task Order as appropriate

ATTACHMENT J-0200000-05

**EXHIBIT LINE ITEM NUMBERS
SOLICITATION/CONTRACT # N40085-15-R-0066
EXHIBIT A - CLIN 9000**

Line Item 0001-Base Period-Recurring Work

PROVIDE UNIT PRICES FOR RECURRING WORK
IN ACCORDANCE WITH SECTION C, SPEC ITEM 3
ELINs A001 THROUGH A004

ELIN	SHORT DESCRIPTION	FULL DESCRIPTION	EST QTY	UNIT OF ISSUE	UNIT PRICE	TOTAL AMOUNT
A001	Crane Trouble Shooting Service Call (With report Documentation)	A service call for Contractor trouble shooting and very minor repair, to investigate a crane problem where the cause is unknown. Usually this would be for, but not limited to, diagnosing preparatory crane software, mechanical, or electrical issues. Repairs shall be limited to very minor items such as a software reboot, blown fuse, or broken wire. Labor hours and material cost shall never exceed Contractors limit of liability for this line item for both troubleshooting and repair combined. Total labor hours shall not exceed 8 hours labor and \$200 material at cost. The Contractor shall respond the next working day after the call is issued and complete within two working days. (A full administrative report of work performed, materials used, and any problems discovered shall be provided to PHIBCB TWO and to the contracting officer within 8 hours of completion of work. This Report shall include a suggested scope of work and a list of Labor hours, materials, and material costs required to correct the problems found. This report is not part of the labor hours for Trouble Shooting.) (See Annex 1700000-Spec Item 3 for additional detailed requirements.) An additional task order will be issued to complete repairs discovered during troubleshooting.	2	EA	\$ _____ -	\$ _____ -

A002	Crane Quick response Trouble Shooting Service call with after hours work. (With report Documentation)	A Quick Response (4 hour response) Service Call for Trouble Shooting and very minor repair, to investigate a crane problem where the cause is unknown. Usually this would be for, but not limited to, diagnosing preparatory crane software, mechanical, or electrical issues. Repairs shall be limited to very minor items such as a software reboot, blown fuse, or broken wire. Labor hours and material cost shall never exceed Contractors limit of liability for this line item for both troubleshooting and repair combined. Total labor hours for troubleshooting / repair shall not exceed 8 hours labor and \$200 material at cost. Trouble shooting work shall include after hours work, weekend and holiday work as needed. (A full administrative report of trouble shooting performed, materials used, and any problems discovered shall be provided to PHIBCB TWO and to the contracting officer within 8 hours of completion of work. This Report shall include a suggested scope of work and a list of labor hours, materials, and Material costs required to correct the problems found. This report is not part of the labor hours for Trouble Shooting.) (See Annex 1700000-Spec Item 3 for additional detailed requirements.) An additional task order will be issued to complete repairs discovered during troubleshooting.	2	EA	\$ _____ -	\$ _____ -
A003	Major Crane Service or Repair Requirement (With report Documentation)	A Major Crane Service or Repair Requirement will be issued to the contractor Complete with a Scope of work to be performed and a material list. The total labor hours and material costs do not exceed 16 hours labor and \$3,000 material at cost. Response and completion times will be negotiated with each task order issued. (A full administrative report of work performed, materials used, and any problems discovered shall be provided to PHIBCB TWO and to the contracting officer within 48 hours of completion of work. This report is not part of the labor hours for repair.) (See Annex 1700000-Spec Item 3 for additional detailed requirements.) An additional task order will be issued to complete repairs discovered during troubleshooting.	2	EA	\$ _____ - _____	\$ _____ -

A004	Minor Crane Service or Repair Requirement (With report Documentation)	A Minor Crane Service or Repair Requirement will be issued to the contractor Complete with a Scope of work to be performed and a material list. The total labor hours and material costs do not exceed 8 hours labor and \$1,500 material at cost. Response and completion times will be negotiated with each task order issued. (A full administrative report of work performed, materials used, and any problems discovered shall be provided to PHIBCB TWO and to the contracting officer within 48 hours of completion of work. This report is not part of the labor hours for repair.) (See Annex 1700000-Spec Item 3 for additional detailed requirements.)	2	EA	\$ _____ -	\$ _____ -
TOTAL LINE ITEMS - A001 THROUGH A004 BASE YEAR						\$ _____

**EXHIBIT LINE ITEM NUMBERS
SOLICITATION/CONTRACT # N40085-15-R-640
EXHIBIT A - CLIN 9000**

Line Item 0002-Base Period–Non-recurring Work

PROVIDE UNIT PRICES FOR NON-RECURRING WORK
IN ACCORDANCE WITH SECTION C, SPEC ITEM 4
ELINS A700 THROUGH A709

ELIN	SHORT DESCRIPTION	FULL DESCRIPTION	EST QTY	UNIT OF ISSUE	UNIT PRICE	TOTAL AMOUNT
A700	Crane Trouble Shooting Service Call (With report Documentation)	A service call for Contractor trouble shooting and very minor repair, to investigate a crane problem where the cause is unknown. Usually this would be for, but not limited to, diagnosing preparatory crane software, mechanical, or electrical issues. Repairs shall be limited to very minor items such as a software reboot, blown fuse, or broken wire. Labor hours and material cost shall never exceed Contractors limit of liability for this line item for both troubleshooting and repair combined. Total labor hours shall not exceed 8 hours labor and \$200 material at cost. The Contractor shall respond the next working day after the call is issued and complete within two working days. (A full administrative report of work performed, materials used, and any problems discovered shall be provided to PHIBCB TWO and to the contracting officer within 8 hours of completion of work. This Report shall include a suggested scope of work and a list of Labor hours, materials, and material costs required to correct the problems found. This report is not part of the labor hours for Trouble Shooting.) (See Annex 1700000-Spec Item 3 for additional detailed requirements.) An additional task order will be issued to complete repairs discovered during troubleshooting.	8	EA	\$ _____ -	\$ _____ -

A701	Crane Quick response Trouble Shooting Service call with after-hours work. (With report Documentation)	A Quick Response (4 hour response) Service Call for Trouble Shooting and very minor repair, to investigate a crane problem where the cause is unknown. Usually this would be for, but not limited to, diagnosing preparatory crane software, mechanical, or electrical issues. Repairs shall be limited to very minor items such as a software reboot, blown fuse, or broken wire. Labor hours and material cost shall never exceed Contractors limit of liability for this line item for both troubleshooting and repair combined. Total labor hours for troubleshooting / repair shall not exceed 8 hours labor and \$200 material at cost. Trouble shooting work shall include after-hours work, weekend and holiday work as needed. (A full administrative report of trouble shooting performed, materials used, and any problems discovered shall be provided to PHIBCB TWO and to the contracting officer within 8 hours of completion of work. This Report shall include a suggested scope of work and a list of labor hours, materials, and Material costs required to correct the problems found. This report is not part of the labor hours for Trouble Shooting.) (See Annex 1700000-Spec Item 3 for additional detailed requirements.) An additional task order will be issued to complete repairs discovered during troubleshooting.	10	EA	\$ _____ —	\$ _____ —
A702	Major Crane Service or Repair Requirement (With report Documentation)	A Major Crane Service or Repair Requirement will be issued to the contractor Complete with a Scope of work to be performed and a material list. The total labor hours and material costs do not exceed 16 hours labor and \$3,000 material at cost. Response and completion times will be negotiated with each task order issued. (A full administrative report of work performed, materials used, and any problems discovered shall be provided to PHIBCB TWO and to the contracting officer within 48 hours of completion of work. This report is not part of the labor hours for repair.) (See Annex 1700000-Spec Item 3 for additional detailed requirements.)	6	EA	\$ _____ —	\$ _____ —

A703	Minor Crane Service or Repair Requirement (With report Documentation)	A Minor Crane Service or Repair Requirement will be issued to the contractor Complete with a Scope of work to be performed and a material list. The total labor hours and material costs do not exceed 8 hours labor and \$1,500 material at cost. Response and completion times will be negotiated with each task order issued. (A full administrative report of work performed, materials used, and any problems discovered shall be provided to PHIBCB TWO and to the contracting officer within 48 hours of completion of work. This report is not part of the labor hours for repair.) (See Annex 1700000-Spec Item 3 for additional detailed requirements.)	6	EA	\$ _____ -	\$ _____ -
A704	Crane Preventative Maintenance (PM) Type "A" Requirement (As defined in Appendix C of the P-307) (With report Documentation)	A Crane PM Type "A" Requirement will be issued to the Contractor requiring a PM to be performed as defined in Appendix C of the NAVFAC P-307 (Management of Weight Handling Equipment) manual. The total labor does not exceed 8 hours and \$0.00 material at cost to the Contractor. (The Government will supply all materials, and fluids required to complete PMs with the exception of normal shop supplies for clean-up.) Response and completion times will be negotiated with each task order issued. (A full administrative report of work performed, materials used, and any problems discovered shall be provided to PHIBCB TWO and to the contracting officer within 8 hours of completion of work. This Report shall include a suggested scope of work and a list of materials required to correct any problems found. This report is not part of the labor hours for PM.) (See Annex 1700000-Spec Item 3 for additional detailed requirements.)	5	EA	\$ _____ -	\$ _____ -
A705	Crane Preventative Maintenance (PM) Type "B" Requirement (As defined in Appendix C of the P-307) (With report Documentation)	A Crane PM Type "B" Requirement will be issued to the Contractor requiring a PM to be performed as defined in Appendix C of the NAVFAC P-307 (Management of Weight Handling Equipment) manual. The total labor does not exceed 16 hours and \$0.00 material at cost to the Contractor. (The Government will supply all materials, and fluids required to complete PMs with the exception of normal shop supplies for clean-up.) Response and completion times will be negotiated with each task order issued.	4	EA	\$ _____ -	\$ _____ -

		(A full administrative report of work performed, materials used, and any problems discovered shall be provided to PHIBCB TWO and to the contracting officer within 8 hours of completion of work. This Report shall include a suggested scope of work and a list of materials required to correct any problems found. This report is not part of the labor hours for PM.) (See Annex 1700000-Spec Item 3 for additional detailed requirements.)				
A706	Crane Preventative Maintenance (PM) Type "C" Requirement (As defined in Appendix C of the P-307) (With report Documentation)	A Crane PM Type "C" Requirement will be issued to the Contractor requiring a PM to be performed as defined in Appendix C of the NAVFAC P-307 (Management of Weight Handling Equipment) manual. The total labor does not exceed 80 hours and \$0.00 material at cost to the Contractor. (The Government will supply all materials, and fluids required to complete PMs with the exception of normal shop supplies for clean-up.) Response and completion times will be negotiated with each task order issued. (A full administrative report of work performed, materials used, and any problems discovered shall be provided to PHIBCB TWO and to the contracting officer within 8 hours of completion of work. This Report shall include a suggested scope of work and a list of materials required to correct any problems found. This report is not part of the labor hours for PM.) (See Annex 1700000-Spec Item 3 for additional detailed requirements.)	2	EA	\$ _____ -	\$ _____ -
A707	Unit Priced Labor Work (Negotiated)	Performance of specific maintenance, repair, and alteration work that exceeds the labor limitations of a PHIBCB TWO work requirement Elins. This line item shall be the KTR's burdened labor rate and shall cover the total cost of labor including, but not limited to all overhead (field and/or home office), supervision, material handling and ordering, use of boom trucks for field service, safety and fall protection, use of OEM trained / approved sub-KTR services as needed, preparation of cost estimates, job preparation, travel, profit, clerical support, inspections, fees, taxes, licenses, bonds, permits, and insurance. Response and completion times will be negotiated with each task order issued. (See Annex 1700000-Spec Item 3 for additional detailed requirements.)	200	HR	\$ _____ -	\$ _____ -

A708	Unit Priced Labor Work (After regular hours, Weekends and Holidays work) (Negotiated)	Performance of specific maintenance, repair, and alteration work that exceeds the labor limitations of a PHIBCB TWO work requirement Elins. This work shall be for After Hours labor, Weekend and Holiday labor. This line item shall be the KTR's burdened labor rate and shall cover the total cost of labor including, but not limited to all overhead (field and/or home office), supervision, material handling and ordering, use of boom trucks for field service, safety and fall protection, use of OEM trained / approved sub-KTR services as needed, preparation of cost estimates, job preparation, travel, profit, clerical support, inspections, fees, taxes, licenses, bonds, permits, and insurance. Response and completion times will be negotiated with each task order issued. (See Annex 1700000-Spec Item 3 for additional detailed requirements.)	150	HR	\$ _____ -	\$ _____ -
A709	Material	Price for material for those instances where the direct cost of material exceeds PHIBCB TWO requirement line items and to support unit priced labor work (negotiated). All material shall be provided at contractors bare cost. The only additional cost allowed for material is exact invoiced shipping cost. (See Annex 1700000-Spec Item 3 for additional detailed requirements.)	100,000	NTE	\$ 1.00	\$ 100,000.00
TOTAL LINE ITEMS - A700 THROUGH A709 BASE YEAR						\$ _____

**EXHIBIT LINE ITEM NUMBERS
SOLICITATION/CONTRACT # N40085-15-R-0066
EXHIBIT A - CLIN 9000**

Line Item 0003 - OPTION 1 - Recurring Work

PROVIDE UNIT PRICES FOR RECURRING WORK
IN ACCORDANCE WITH SECTION C, SPEC ITEM 3
ELINs B001 THROUGH B004

ELIN	SHORT DESCRIPTION	FULL DESCRIPTION	EST QTY	UNIT OF ISSUE	UNIT PRICE	TOTAL AMOUNT
B001	Crane Trouble Shooting Service Call (With report Documentation)	A service call for Contractor trouble shooting and very minor repair, to investigate a crane problem where the cause is unknown. Usually this would be for, but not limited to, diagnosing preparatory crane software, mechanical, or electrical issues. Repairs shall be limited to very minor items such as a software reboot, blown fuse, or broken wire. Labor hours and material cost shall never exceed Contractors limit of liability for this line item for both troubleshooting and repair combined. Total labor hours shall not exceed 8 hours labor and \$200 material at cost. The Contractor shall respond the next working day after the call is issued and complete within two working days. (A full administrative report of work performed, materials used, and any problems discovered shall be provided to PHIBCB TWO and to the contracting officer within 8 hours of completion of work. This Report shall include a suggested scope of work and a list of Labor hours, materials, and material costs required to correct the problems found. This report is not part of the labor hours for Trouble Shooting.) (See Annex 1700000-Spec Item 3 for additional detailed requirements.) An additional task order will be issued to complete repairs discovered during troubleshooting.	2	EA	\$ _____	\$ _____

B002	Crane Quick response Trouble Shooting Service call with after-hours work. (With report Documentation)	A Quick Response (4 hour response) Service Call for Trouble Shooting and very minor repair, to investigate a crane problem where the cause is unknown. Usually this would be for, but not limited to, diagnosing preparatory crane software, mechanical, or electrical issues. Repairs shall be limited to very minor items such as a software reboot, blown fuse, or broken wire. Labor hours and material cost shall never exceed Contractors limit of liability for this line item for both troubleshooting and repair combined. Total labor hours for troubleshooting / repair shall not exceed 8 hours labor and \$200 material at cost. Trouble shooting work shall include after-hours work, weekend and holiday work as needed. (A full administrative report of trouble shooting performed, materials used, and any problems discovered shall be provided to PHIBCB TWO and to the contracting officer within 8 hours of completion of work. This Report shall include a suggested scope of work and a list of labor hours, materials, and Material costs required to correct the problems found. This report is not part of the labor hours for Trouble Shooting.) (See Annex 1700000-Spec Item 3 for additional detailed requirements.) An additional task order will be issued to complete repairs discovered during troubleshooting.	2	EA	\$ _____	\$ _____
B003	Major Crane Service or Repair Requirement (With report Documentation)	A Major Crane Service or Repair Requirement will be issued to the contractor Complete with a Scope of work to be performed and a material list. The total labor hours and material costs do not exceed 16 hours labor and \$3,000 material at cost. Response and completion times will be negotiated with each task order issued. (A full administrative report of work performed, materials used, and any problems discovered shall be provided to PHIBCB TWO and to the contracting officer within 48 hours of completion of work. This report is not part of the labor hours for repair.) (See Annex 1700000-	2	EA	\$ _____	\$ _____

		Spec Item 3 for additional detailed requirements.) An additional task order will be issued to complete repairs discovered during troubleshooting.				
B004	Minor Crane Service or Repair Requirement (With report Documentation)	A Minor Crane Service or Repair Requirement will be issued to the contractor Complete with a Scope of work to be performed and a material list. The total labor hours and material costs do not exceed 8 hours labor and \$1,500 material at cost. Response and completion times will be negotiated with each task order issued. (A full administrative report of work performed, materials used, and any problems discovered shall be provided to PHICB TWO and to the contracting officer within 48 hours of completion of work. This report is not part of the labor hours for repair.) (See Annex 1700000-Spec Item 3 for additional detailed requirements.)	2	EA	\$ _____	\$ _____
TOTAL LINE ITEMS - B001 THROUGH B004 OPTION 1 YEAR						\$ _____

**EXHIBIT LINE ITEM NUMBERS
SOLICITATION/CONTRACT # N40085-15-R-0066
EXHIBIT A - CLIN 9000**

Line Item 0004 – Option 1 - Non-recurring Work

PROVIDE UNIT PRICES FOR NON-RECURRING WORK
IN ACCORDANCE WITH SECTION C, SPEC ITEM 4
ELINs B700 THROUGH B709

ELIN	SHORT DESCRIPTION	FULL DESCRIPTION	EST QTY	UNIT OF ISSUE	UNIT PRICE	TOTAL AMOUNT
B700	Crane Trouble Shooting Service Call (With report Documentation)	A service call for Contractor trouble shooting and very minor repair, to investigate a crane problem where the cause is unknown. Usually this would be for, but not limited to, diagnosing preparatory crane software, mechanical, or electrical issues. Repairs shall be limited to very minor items such as a software reboot, blown fuse, or broken wire. Labor hours and material cost shall never exceed Contractors limit of liability for this line item for both troubleshooting and repair combined. Total labor hours shall not exceed 8 hours labor and \$200 material at cost. The Contractor shall respond the next working day after the call is issued and complete within two working days. (A full administrative report of work performed, materials used, and any problems discovered shall be provided to PHIBCB TWO and to the contracting officer within 8 hours of completion of work. This Report shall include a suggested scope of work and a list of Labor hours, materials, and material costs required to correct the problems found. This report is not part of the labor hours for Trouble Shooting.) (See Annex 1700000-Spec Item 3 for additional detailed requirements.) An additional task order will be issued to complete repairs discovered during troubleshooting.	8	EA	\$ _____	\$ _____

B701	Crane Quick response Trouble Shooting Service call with after-hours work. (With report Documentation)	A Quick Response (4 hour response) Service Call for Trouble Shooting and very minor repair, to investigate a crane problem where the cause is unknown. Usually this would be for, but not limited to, diagnosing preparatory crane software, mechanical, or electrical issues. Repairs shall be limited to very minor items such as a software reboot, blown fuse, or broken wire. Labor hours and material cost shall never exceed Contractors limit of liability for this line item for both troubleshooting and repair combined. Total labor hours for troubleshooting / repair shall not exceed 8 hours labor and \$200 material at cost. Trouble shooting work shall include after-hours work, weekend and holiday work as needed. (A full administrative report of trouble shooting performed, materials used, and any problems discovered shall be provided to PHIBCB TWO and to the contracting officer within 8 hours of completion of work. This Report shall include a suggested scope of work and a list of labor hours, materials, and Material costs required to correct the problems found. This report is not part of the labor hours for Trouble Shooting.) (See Annex 1700000-Spec Item 3 for additional detailed requirements.) An additional task order will be issued to complete repairs discovered during troubleshooting.	10	EA	\$ _____	\$ _____
B702	Major Crane Service or Repair Requirement (With report Documentation)	A Major Crane Service or Repair Requirement will be issued to the contractor Complete with a Scope of work to be performed and a material list. The total labor hours and material costs do not exceed 16 hours labor and \$3,000 material at cost. Response and completion times will be negotiated with each task order issued. (A full administrative report of work performed, materials used, and any problems discovered shall be provided to PHIBCB TWO and to the contracting officer within 48 hours of completion of work. This report is not part of the labor hours for repair.) (See Annex 1700000-	6	EA	\$ _____	\$ _____

		Spec Item 3 for additional detailed requirements.)				
B703	Minor Crane Service or Repair Requirement (With report Documentation)	A Minor Crane Service or Repair Requirement will be issued to the contractor Complete with a Scope of work to be performed and a material list. The total labor hours and material costs do not exceed 8 hours labor and \$1,500 material at cost. Response and completion times will be negotiated with each task order issued. (A full administrative report of work performed, materials used, and any problems discovered shall be provided to PHIBCB TWO and to the contracting officer within 48 hours of completion of work. This report is not part of the labor hours for repair.) (See Annex 1700000-Spec Item 3 for additional detailed requirements.)	6	EA	\$ _____	\$ _____
B704	Crane Preventative Maintenance (PM) Type "A" Requirement (As defined in Appendix C of the P-307) (With report Documentation)	A Crane PM Type "A" Requirement will be issued to the Contractor requiring a PM to be performed as defined in Appendix C of the NAVFAC P-307 (Management of Weight Handling Equipment) manual. The total labor does not exceed 8 hours and \$0.00 material at cost to the Contractor. (The Government will supply all materials, and fluids required to complete PMs with the exception of normal shop supplies for clean-up.) Response and completion times will be negotiated with each task order issued. (A full administrative report of work performed, materials used, and any problems discovered shall be provided to PHIBCB TWO and to the contracting officer within 8 hours of completion of work. This Report shall include a suggested scope of work and a list of materials required to correct any problems found. This report is not part of the labor hours for PM.) (See Annex 1700000-Spec Item 3 for additional detailed requirements.)	5	EA	\$ _____	\$ _____

B705	Crane Preventative Maintenance (PM) Type "B" Requirement (As defined in Appendix C of the P-307) (With report Documentation)	A Crane PM Type "B" Requirement will be issued to the Contractor requiring a PM to be performed as defined in Appendix C of the NAVFAC P-307 (Management of Weight Handling Equipment) manual. The total labor does not exceed 16 hours and \$0.00 material at cost to the Contractor. (The Government will supply all materials, and fluids required to complete PMs with the exception of normal shop supplies for clean-up.) Response and completion times will be negotiated with each task order issued. (A full administrative report of work performed, materials used, and any problems discovered shall be provided to PHIBCB TWO and to the contracting officer within 8 hours of completion of work. This Report shall include a suggested scope of work and a list of materials required to correct any problems found. This report is not part of the labor hours for PM.) (See Annex 1700000-Spec Item 3 for additional detailed requirements.)	4	EA	\$ _____	\$ _____
B706	Crane Preventative Maintenance (PM) Type "C" Requirement (As defined in Appendix C of the P-307) (With report Documentation)	A Crane PM Type "C" Requirement will be issued to the Contractor requiring a PM to be performed as defined in Appendix C of the NAVFAC P-307 (Management of Weight Handling Equipment) manual. The total labor does not exceed 80 hours and \$0.00 material at cost to the Contractor. (The Government will supply all materials, and fluids required to complete PMs with the exception of normal shop supplies for clean-up.) Response and completion times will be negotiated with each task order issued. (A full administrative report of work performed, materials used, and any problems discovered shall be provided to PHIBCB TWO and to the contracting officer within 8 hours of completion of work. This Report shall include a suggested scope of work and a list of materials required to correct any problems found. This report is not part of the labor hours for PM.) (See Annex 1700000-Spec Item 3 for additional detailed requirements.)	2	EA	\$ _____	\$ _____

B707	Unit Priced Labor Work (Negotiated)	Performance of specific maintenance, repair, and alteration work that exceeds the labor limitations of a PHIBCB TWO work requirement Elins. This line item shall be the KTR's burdened labor rate and shall cover the total cost of labor including, but not limited to all overhead (field and/or home office), supervision, material handling and ordering, use of boom trucks for field service, safety and fall protection, use of OEM trained / approved sub-KTR services as needed, preparation of cost estimates, job preparation, travel, profit, clerical support, inspections, fees, taxes, licenses, bonds, permits, and insurance. Response and completion times will be negotiated with each task order issued. (See Annex 1700000-Spec Item 3 for additional detailed requirements.)	200	HR	\$ _____	\$ _____
B708	Unit Priced Labor Work (After regular hours, Weekends and Holidays work) (Negotiated)	Performance of specific maintenance, repair, and alteration work that exceeds the labor limitations of a PHIBCB TWO work requirement Elins. This work shall be for After Hours labor, Weekend and Holiday labor. This line item shall be the KTR's burdened labor rate and shall cover the total cost of labor including, but not limited to all overhead (field and/or home office), supervision, material handling and ordering, use of boom trucks for field service, safety and fall protection, use of OEM trained / approved sub-KTR services as needed, preparation of cost estimates, job preparation, travel, profit, clerical support, inspections, fees, taxes, licenses, bonds, permits, and insurance. Response and completion times will be negotiated with each task order issued. (See Annex 1700000-Spec Item 3 for additional detailed requirements.)	150	HR	\$ _____	\$ _____

B709	Material	Price for material for those instances where the direct cost of material exceeds PHIBCB TWO requirement line items and to support unit priced labor work (negotiated). All material shall be provided at contractors bare cost. The only additional cost allowed for material is exact invoiced shipping cost. (See Annex 1700000-Spec Item 3 for additional detailed requirements.)	100,000	NTE	\$ 1.00	\$100,000.00
TOTAL LINE ITEMS - B700 THROUGH B709 OPTION 1 YEAR						\$ _____

**EXHIBIT LINE ITEM NUMBERS
SOLICITATION/CONTRACT # N40085-15-R-0066
EXHIBIT A - CLIN 9000**

Line Item 0005 - OPTION 2-Recurring Work

PROVIDE UNIT PRICES FOR RECURRING WORK
IN ACCORDANCE WITH SECTION C, SPEC ITEM 3
ELINs C001 THROUGH C004

ELIN	SHORT DESCRIPTION	FULL DESCRIPTION	EST QTY	UNIT OF ISSUE	UNIT PRICE	TOTAL AMOUNT
C00 1	Crane Trouble Shooting Service Call (With report Documentation)	A service call for Contractor trouble shooting and very minor repair, to investigate a crane problem where the cause is unknown. Usually this would be for, but not limited to, diagnosing preparatory crane software, mechanical, or electrical issues. Repairs shall be limited to very minor items such as a software reboot, blown fuse, or broken wire. Labor hours and material cost shall never exceed Contractors limit of liability for this line item for both troubleshooting and repair combined. Total labor hours shall not exceed 8 hours labor and \$200 material at cost. The Contractor shall respond the next working day after the call is issued and complete within two working days. (A full administrative report of work performed, materials used, and any problems discovered shall be provided to PHICB TWO and to the contracting officer within 8 hours of completion of work. This Report shall include a suggested scope of work and a list of Labor hours, materials, and material costs required to correct the problems found. This report is not part of the labor hours for Trouble Shooting.) (See Annex 1700000-Spec Item 3 for additional detailed requirements.) An additional task order will be issued to complete repairs discovered during troubleshooting.	2	EA	\$ _____ -	\$ _____ -

C00 2	Crane Quick response Trouble Shooting Service call with after-hours work. (With report Documentation)	A Quick Response (4 hour response) Service Call for Trouble Shooting and very minor repair, to investigate a crane problem where the cause is unknown. Usually this would be for, but not limited to, diagnosing preparatory crane software, mechanical, or electrical issues. Repairs shall be limited to very minor items such as a software reboot, blown fuse, or broken wire. Labor hours and material cost shall never exceed Contractors limit of liability for this line item for both troubleshooting and repair combined. Total labor hours for troubleshooting / repair shall not exceed 8 hours labor and \$200 material at cost. Trouble shooting work shall include after-hours work, weekend and holiday work as needed. (A full administrative report of trouble shooting performed, materials used, and any problems discovered shall be provided to PHIBCB TWO and to the contracting officer within 8 hours of completion of work. This Report shall include a suggested scope of work and a list of labor hours, materials, and Material costs required to correct the problems found. This report is not part of the labor hours for Trouble Shooting.) (See Annex 1700000-Spec Item 3 for additional detailed requirements.) An additional task order will be issued to complete repairs discovered during troubleshooting.	2	EA	\$ _____ —	\$ _____ —
C00 3	Major Crane Service or Repair Requirement (With report Documentation)	A Major Crane Service or Repair Requirement will be issued to the contractor Complete with a Scope of work to be performed and a material list. The total labor hours and material costs do not exceed 16 hours labor and \$3,000 material at cost. Response and completion times will be negotiated with each task order issued. (A full administrative report of work performed, materials used, and any problems discovered shall be provided to PHIBCB TWO and to the contracting officer within 48 hours of completion of work. This	2	EA	\$ _____ —	\$ _____ —

		report is not part of the labor hours for repair.) (See Annex 1700000-Spec Item 3 for additional detailed requirements.) An additional task order will be issued to complete repairs discovered during troubleshooting.				
C00 4	Minor Crane Service or Repair Requirement (With report Documentation)	A Minor Crane Service or Repair Requirement will be issued to the contractor Complete with a Scope of work to be performed and a material list. The total labor hours and material costs do not exceed 8 hours labor and \$1,500 material at cost. Response and completion times will be negotiated with each task order issued. (A full administrative report of work performed, materials used, and any problems discovered shall be provided to PHIBCB TWO and to the contracting officer within 48 hours of completion of work. This report is not part of the labor hours for repair.) (See Annex 1700000-Spec Item 3 for additional detailed requirements.)	2	EA	\$ _____ -	\$ _____ -
TOTAL LINE ITEMS-C001 THROUGH C004-OPTION 2 YEAR					\$ _____	

**EXHIBIT LINE ITEM NUMBERS
SOLICITATION/CONTRACT # N40085-15-R-0066
EXHIBIT A - CLIN 9000**

Line Item 0006 - OPTION 2 - Non-recurring Work

PROVIDE UNIT PRICES FOR NON-RECURRING WORK
IN ACCORDANCE WITH SECTION C, SPEC ITEM 4
ELINs C700 THROUGH C709

ELIN	SHORT DESCRIPTION	FULL DESCRIPTION	EST QTY	UNIT OF ISSUE	UNIT PRICE	TOTAL AMOUNT
C700	Crane Trouble Shooting Service Call (With report Documentation)	A service call for Contractor trouble shooting and very minor repair, to investigate a crane problem where the cause is unknown. Usually this would be for, but not limited to, diagnosing preparatory crane software, mechanical, or electrical issues. Repairs shall be limited to very minor items such as a software reboot, blown fuse, or broken wire. Labor hours and material cost shall never exceed Contractors limit of liability for this line item for both troubleshooting and repair combined. Total labor hours shall not exceed 8 hours labor and \$200 material at cost. The Contractor shall respond the next working day after the call is issued and complete within two working days. (A full administrative report of work performed, materials used, and any problems discovered shall be provided to PHICB TWO and to the contracting officer within 8 hours of completion of work. This Report shall include a suggested scope of work and a list of Labor hours, materials, and material costs required to correct the problems found. This report is not part of the labor hours for Trouble Shooting.) (See Annex 170000-Spec Item 3 for additional detailed requirements.) An additional task order will be issued to complete repairs discovered during troubleshooting.	8	EA	\$ _____ -	\$ _____

C701	Crane Quick response Trouble Shooting Service call with after-hours work. (With report Documentation)	A Quick Response (4 hour response) Service Call for Trouble Shooting and very minor repair, to investigate a crane problem where the cause is unknown. Usually this would be for, but not limited to, diagnosing preparatory crane software, mechanical, or electrical issues. Repairs shall be limited to very minor items such as a software reboot, blown fuse, or broken wire. Labor hours and material cost shall never exceed Contractors limit of liability for this line item for both troubleshooting and repair combined. Total labor hours for troubleshooting / repair shall not exceed 8 hours labor and \$200 material at cost. Trouble shooting work shall include after-hours work, weekend and holiday work as needed. (A full administrative report of trouble shooting performed, materials used, and any problems discovered shall be provided to PHIBCB TWO and to the contracting officer within 8 hours of completion of work. This Report shall include a suggested scope of work and a list of labor hours, materials, and Material costs required to correct the problems found. This report is not part of the labor hours for Trouble Shooting.) (See Annex 1700000-Spec Item 3 for additional detailed requirements.) An additional task order will be issued to complete repairs discovered during troubleshooting.	10	EA	\$ _____ -	\$ _____
C702	Major Crane Service or Repair Requirement (With report Documentation)	A Major Crane Service or Repair Requirement will be issued to the contractor Complete with a Scope of work to be performed and a material list. The total labor hours and material costs do not exceed 16 hours labor and \$3,000 material at cost. Response and completion times will be negotiated with each task order issued. (A full administrative report of work performed, materials used, and any problems discovered shall be provided to PHIBCB TWO and to the contracting officer within 48 hours of completion of work. This report is not part of the labor hours for repair.) (See Annex 1700000-Spec Item 3 for additional detailed requirements.)	6	EA	\$ _____ -	\$ _____

C703	Minor Crane Service or Repair Requirement (With report Documentation)	A Minor Crane Service or Repair Requirement will be issued to the contractor Complete with a Scope of work to be performed and a material list. The total labor hours and material costs do not exceed 8 hours labor and \$1,500 material at cost. Response and completion times will be negotiated with each task order issued. (A full administrative report of work performed, materials used, and any problems discovered shall be provided to PHIBCB TWO and to the contracting officer within 48 hours of completion of work. This report is not part of the labor hours for repair.) (See Annex 1700000-Spec Item 3 for additional detailed requirements.)	6	EA	\$ _____ -	\$ _____
C704	Crane Preventative Maintenance (PM) Type "A" Requirement (As defined in Appendix C of the P-307) (With report Documentation)	A Crane PM Type "A" Requirement will be issued to the Contractor requiring a PM to be performed as defined in Appendix C of the NAVFAC P-307 (Management of Weight Handling Equipment) manual. The total labor does not exceed 8 hours and \$0.00 material at cost to the Contractor. (The Government will supply all materials, and fluids required to complete PMs with the exception of normal shop supplies for clean-up.) Response and completion times will be negotiated with each task order issued. (A full administrative report of work performed, materials used, and any problems discovered shall be provided to PHIBCB TWO and to the contracting officer within 8 hours of completion of work. This Report shall include a suggested scope of work and a list of materials required to correct any problems found. This report is not part of the labor hours for PM.) (See Annex 1700000-Spec Item 3 for additional detailed requirements.)	5	EA	\$ _____ -	\$ _____

C705	Crane Preventative Maintenance (PM) Type "B" Requirement (As defined in Appendix C of the P-307) (With report Documentation)	A Crane PM Type "B" Requirement will be issued to the Contractor requiring a PM to be performed as defined in Appendix C of the NAVFAC P-307 (Management of Weight Handling Equipment) manual. The total labor does not exceed 16 hours and \$0.00 material at cost to the Contractor. (The Government will supply all materials, and fluids required to complete PMs with the exception of normal shop supplies for clean-up.) Response and completion times will be negotiated with each task order issued. (A full administrative report of work performed, materials used, and any problems discovered shall be provided to PHIBCB TWO and to the contracting officer within 8 hours of completion of work. This Report shall include a suggested scope of work and a list of materials required to correct any problems found. This report is not part of the labor hours for PM.) (See Annex 1700000-Spec Item 3 for additional detailed requirements.)	4	EA	\$ _____ —	\$ _____
C706	Crane Preventative Maintenance (PM) Type "C" Requirement (As defined in Appendix C of the P-307) (With report Documentation)	A Crane PM Type "C" Requirement will be issued to the Contractor requiring a PM to be performed as defined in Appendix C of the NAVFAC P-307 (Management of Weight Handling Equipment) manual. The total labor does not exceed 80 hours and \$0.00 material at cost to the Contractor. (The Government will supply all materials, and fluids required to complete PMs with the exception of normal shop supplies for clean-up.) Response and completion times will be negotiated with each task order issued. (A full administrative report of work performed, materials used, and any problems discovered shall be provided to PHIBCB TWO and to the contracting officer within 8 hours of completion of work. This Report shall include a suggested scope of work and a list of materials required to correct any problems found. This report is not part of the labor hours for PM.) (See Annex 1700000-Spec Item 3 for additional detailed requirements.)	2	EA	\$ _____ —	\$ _____

C707	Unit Priced Labor Work (Negotiated)	Performance of specific maintenance, repair, and alteration work that exceeds the labor limitations of a PHIBCB TWO work requirement Elins. This line item shall be the KTR's burdened labor rate and shall cover the total cost of labor including, but not limited to all overhead (field and/or home office), supervision, material handling and ordering, use of boom trucks for field service, safety and fall protection, use of OEM trained / approved sub-KTR services as needed, preparation of cost estimates, job preparation, travel, profit, clerical support, inspections, fees, taxes, licenses, bonds, permits, and insurance. Response and completion times will be negotiated with each task order issued. (See Annex 1700000-Spec Item 3 for additional detailed requirements.)	200	HR	\$ _____ -	\$ _____
C708	Unit Priced Labor Work (After regular hours, Weekends and Holidays work) (Negotiated)	Performance of specific maintenance, repair, and alteration work that exceeds the labor limitations of a PHIBCB TWO work requirement Elins. This work shall be for After Hours labor, Weekend and Holiday labor. This line item shall be the KTR's burdened labor rate and shall cover the total cost of labor including, but not limited to all overhead (field and/or home office), supervision, material handling and ordering, use of boom trucks for field service, safety and fall protection, use of OEM trained / approved sub-KTR services as needed, preparation of cost estimates, job preparation, travel, profit, clerical support, inspections, fees, taxes, licenses, bonds, permits, and insurance. Response and completion times will be negotiated with each task order issued. (See Annex 1700000-Spec Item 3 for additional detailed requirements.)	150	HR	\$ _____ -	\$ _____
C709	Material	Price for material for those instances where the direct cost of material exceeds PHIBCB TWO requirement line items and to support unit priced labor work (negotiated). All material shall be provided at contractors bare cost. The only additional cost allowed for material is exact invoiced shipping cost. (See Annex 1700000-Spec Item 3 for additional detailed	100,000	NTE	\$ 1.00	\$100,000.00

		requirements.)				
TOTAL LINE ITEMS - C700 THROUGH C709 OPTION 2 YEAR						\$_____

**EXHIBIT LINE ITEM NUMBERS
SOLICITATION/CONTRACT # N40085-15-R-0066
EXHIBIT A - CLIN 9000**

Line Item 0007 - OPTION 3 - Recurring Work

PROVIDE UNIT PRICES FOR RECURRING WORK
IN ACCORDANCE WITH SECTION C, SPEC ITEM 3
ELINs D001 THROUGH D004

ELIN	SHORT DESCRIPTION	FULL DESCRIPTION	EST QTY	UNIT OF ISSUE	UNIT PRICE	TOTAL AMOUNT
D001	Crane Trouble Shooting Service Call (With report Documentation)	A service call for Contractor trouble shooting and very minor repair, to investigate a crane problem where the cause is unknown. Usually this would be for, but not limited to, diagnosing preparatory crane software, mechanical, or electrical issues. Repairs shall be limited to very minor items such as a software reboot, blown fuse, or broken wire. Labor hours and material cost shall never exceed Contractors limit of liability for this line item for both troubleshooting and repair combined. Total labor hours shall not exceed 8 hours labor and \$200 material at cost. The Contractor shall respond the next working day after the call is issued and complete within two working days. (A full administrative report of work performed, materials used, and any problems discovered shall be provided to PHICB TWO and to the contracting officer within 8 hours of completion of work. This Report shall include a suggested scope of work and a list of Labor hours, materials, and material costs required to correct the problems found. This report is not part of the labor hours for Trouble Shooting.) (See Annex 1700000-Spec Item 3 for additional detailed requirements.) An additional task order will be issued to complete repairs discovered during troubleshooting.	2	EA	\$ _____	\$ _____ —

D002	Crane Quick response Trouble Shooting Service call with after-hours work. (With report Documentation)	A Quick Response (4 hour response) Service Call for Trouble Shooting and very minor repair, to investigate a crane problem where the cause is unknown. Usually this would be for, but not limited to, diagnosing preparatory crane software, mechanical, or electrical issues. Repairs shall be limited to very minor items such as a software reboot, blown fuse, or broken wire. Labor hours and material cost shall never exceed Contractors limit of liability for this line item for both troubleshooting and repair combined. Total labor hours for troubleshooting / repair shall not exceed 8 hours labor and \$200 material at cost. Trouble shooting work shall include after-hours work, weekend and holiday work as needed. (A full administrative report of trouble shooting performed, materials used, and any problems discovered shall be provided to PHIBCB TWO and to the contracting officer within 8 hours of completion of work. This Report shall include a suggested scope of work and a list of labor hours, materials, and Material costs required to correct the problems found. This report is not part of the labor hours for Trouble Shooting.) (See Annex 1700000-Spec Item 3 for additional detailed requirements.) An additional task order will be issued to complete repairs discovered during troubleshooting.	2	EA	\$ _____	\$ _____ —
D003	Major Crane Service or Repair Requirement (With report Documentation)	A Major Crane Service or Repair Requirement will be issued to the contractor Complete with a Scope of work to be performed and a material list. The total labor hours and material costs do not exceed 16 hours labor and \$3,000 material at cost. Response and completion times will be negotiated with each task order issued. (A full administrative report of work performed, materials used, and any problems discovered shall be provided to PHIBCB TWO and to the contracting officer within 48 hours of completion of work. This report is not part of the labor hours for repair.) (See Annex 1700000-Spec Item 3 for additional detailed requirements.)	2	EA	\$ _____	\$ _____ —

		An additional task order will be issued to complete repairs discovered during troubleshooting.				
D004	Minor Crane Service or Repair Requirement (With report Documentation)	A Minor Crane Service or Repair Requirement will be issued to the contractor Complete with a Scope of work to be performed and a material list. The total labor hours and material costs do not exceed 8 hours labor and \$1,500 material at cost. Response and completion times will be negotiated with each task order issued. (A full administrative report of work performed, materials used, and any problems discovered shall be provided to PHICB TWO and to the contracting officer within 48 hours of completion of work. This report is not part of the labor hours for repair.) (See Annex 1700000-Spec Item 3 for additional detailed requirements.)	2	EA	\$ _____	\$ _____ -
TOTAL LINE ITEMS - D001 THROUGH D004 OPTION 3 YEAR						\$ _____

**EXHIBIT LINE ITEM NUMBERS
SOLICITATION/CONTRACT # N40085-15-R-0066
EXHIBIT A - CLIN 9000**

Line Item 0008 – OPTION 3 - Non-recurring Work

PROVIDE UNIT PRICES FOR NON-RECURRING WORK
IN ACCORDANCE WITH SECTION C, SPEC ITEM 4
ELINs D700 THROUGH D709

ELIN	SHORT DESCRIPTION	FULL DESCRIPTION	EST QTY	UNIT OF ISSUE	UNIT PRICE	TOTAL AMOUNT
D700	Crane Trouble Shooting Service Call (With report Documentation)	A service call for Contractor trouble shooting and very minor repair, to investigate a crane problem where the cause is unknown. Usually this would be for, but not limited to, diagnosing preparatory crane software, mechanical, or electrical issues. Repairs shall be limited to very minor items such as a software reboot, blown fuse, or broken wire. Labor hours and material cost shall never exceed Contractors limit of liability for this line item for both troubleshooting and repair combined. Total labor hours shall not exceed 8 hours labor and \$200 material at cost. The Contractor shall respond the next working day after the call is issued and complete within two working days. (A full administrative report of work performed, materials used, and any problems discovered shall be provided to PHIBCB TWO and to the contracting officer within 8 hours of completion of work. This Report shall include a suggested scope of work and a list of Labor hours, materials, and material costs required to correct the problems found. This report is not part of the labor hours for Trouble Shooting.) (See Annex 1700000-Spec Item 3 for additional detailed requirements.) An additional task order will be issued to complete repairs discovered during troubleshooting.	8	EA	\$ _____	\$ _____

D701	Crane Quick response Trouble Shooting Service call with after-hours work. (With report Documentation)	A Quick Response (4 hour response) Service Call for Trouble Shooting and very minor repair, to investigate a crane problem where the cause is unknown. Usually this would be for, but not limited to, diagnosing preparatory crane software, mechanical, or electrical issues. Repairs shall be limited to very minor items such as a software reboot, blown fuse, or broken wire. Labor hours and material cost shall never exceed Contractors limit of liability for this line item for both troubleshooting and repair combined. Total labor hours for troubleshooting / repair shall not exceed 8 hours labor and \$200 material at cost. Trouble shooting work shall include after-hours work, weekend and holiday work as needed. (A full administrative report of trouble shooting performed, materials used, and any problems discovered shall be provided to PHIBCB TWO and to the contracting officer within 8 hours of completion of work. This Report shall include a suggested scope of work and a list of labor hours, materials, and Material costs required to correct the problems found. This report is not part of the labor hours for Trouble Shooting.) (See Annex 1700000-Spec Item 3 for additional detailed requirements.) An additional task order will be issued to complete repairs discovered during troubleshooting.	10	EA	\$ _____	\$ _____
D702	Major Crane Service or Repair Requirement (With report Documentation)	A Major Crane Service or Repair Requirement will be issued to the contractor Complete with a Scope of work to be performed and a material list. The total labor hours and material costs do not exceed 16 hours labor and \$3,000 material at cost. Response and completion times will be negotiated with each task order issued. (A full administrative report of work performed, materials used, and any problems discovered shall be provided to PHIBCB TWO and to the contracting officer within 48 hours of completion of work. This report is not part of the labor hours for repair.) (See Annex 1700000-	6	EA	\$ _____	\$ _____

		Spec Item 3 for additional detailed requirements.)				
D703	Minor Crane Service or Repair Requirement (With report Documentation)	A Minor Crane Service or Repair Requirement will be issued to the contractor Complete with a Scope of work to be performed and a material list. The total labor hours and material costs do not exceed 8 hours labor and \$1,500 material at cost. Response and completion times will be negotiated with each task order issued. (A full administrative report of work performed, materials used, and any problems discovered shall be provided to PHIBCB TWO and to the contracting officer within 48 hours of completion of work. This report is not part of the labor hours for repair.) (See Annex 1700000-Spec Item 3 for additional detailed requirements.)	6	EA	\$ _____	\$ _____
D704	Crane Preventative Maintenance (PM) Type "A" Requirement (As defined in Appendix C of the P-307) (With report Documentation)	A Crane PM Type "A" Requirement will be issued to the Contractor requiring a PM to be performed as defined in Appendix C of the NAVFAC P-307 (Management of Weight Handling Equipment) manual. The total labor does not exceed 8 hours and \$0.00 material at cost to the Contractor. (The Government will supply all materials, and fluids required to complete PMs with the exception of normal shop supplies for clean-up.) Response and completion times will be negotiated with each task order issued. (A full administrative report of work performed, materials used, and any problems discovered shall be provided to PHIBCB TWO and to the contracting officer within 8 hours of completion of work. This Report shall include a suggested scope of work and a list of materials required to correct any problems found. This report is not part of the labor hours for PM.) (See Annex 1700000-Spec Item 3 for additional detailed requirements.)	5	EA	\$ _____	\$ _____

D705	Crane Preventative Maintenance (PM) Type "B" Requirement (As defined in Appendix C of the P-307) (With report Documentation)	A Crane PM Type "B" Requirement will be issued to the Contractor requiring a PM to be performed as defined in Appendix C of the NAVFAC P-307 (Management of Weight Handling Equipment) manual. The total labor does not exceed 16 hours and \$0.00 material at cost to the Contractor. (The Government will supply all materials, and fluids required to complete PMs with the exception of normal shop supplies for clean-up.) Response and completion times will be negotiated with each task order issued. (A full administrative report of work performed, materials used, and any problems discovered shall be provided to PHIBCB TWO and to the contracting officer within 8 hours of completion of work. This Report shall include a suggested scope of work and a list of materials required to correct any problems found. This report is not part of the labor hours for PM.) (See Annex 1700000-Spec Item 3 for additional detailed requirements.)	4	EA	\$ _____	\$ _____
D706	Crane Preventative Maintenance (PM) Type "C" Requirement (As defined in Appendix C of the P-307) (With report Documentation)	A Crane PM Type "C" Requirement will be issued to the Contractor requiring a PM to be performed as defined in Appendix C of the NAVFAC P-307 (Management of Weight Handling Equipment) manual. The total labor does not exceed 80 hours and \$0.00 material at cost to the Contractor. (The Government will supply all materials, and fluids required to complete PMs with the exception of normal shop supplies for clean-up.) Response and completion times will be negotiated with each task order issued. (A full administrative report of work performed, materials used, and any problems discovered shall be provided to PHIBCB TWO and to the contracting officer within 8 hours of completion of work. This Report shall include a suggested scope of work and a list of materials required to correct any problems found. This report is not part of the labor hours for PM.) (See Annex 1700000-Spec Item 3 for additional detailed requirements.)	2	EA	\$ _____	\$ _____

D707	Unit Priced Labor Work (Negotiated)	Performance of specific maintenance, repair, and alteration work that exceeds the labor limitations of a PHIBCB TWO work requirement Elins. This line item shall be the KTR's burdened labor rate and shall cover the total cost of labor including, but not limited to all overhead (field and/or home office), supervision, material handling and ordering, use of boom trucks for field service, safety and fall protection, use of OEM trained / approved sub-KTR services as needed, preparation of cost estimates, job preparation, travel, profit, clerical support, inspections, fees, taxes, licenses, bonds, permits, and insurance. Response and completion times will be negotiated with each task order issued. (See Annex 1700000-Spec Item 3 for additional detailed requirements.)	200	HR	\$ _____	\$ _____
D708	Unit Priced Labor Work (After regular hours, Weekends and Holidays work) (Negotiated)	Performance of specific maintenance, repair, and alteration work that exceeds the labor limitations of a PHIBCB TWO work requirement Elins. This work shall be for After Hours labor, Weekend and Holiday labor. This line item shall be the KTR's burdened labor rate and shall cover the total cost of labor including, but not limited to all overhead (field and/or home office), supervision, material handling and ordering, use of boom trucks for field service, safety and fall protection, use of OEM trained / approved sub-KTR services as needed, preparation of cost estimates, job preparation, travel, profit, clerical support, inspections, fees, taxes, licenses, bonds, permits, and insurance. Response and completion times will be negotiated with each task order issued. (See Annex 1700000-Spec Item 3 for additional detailed requirements.)	150	HR	\$ _____	\$ _____

D709	Material	Price for material for those instances where the direct cost of material exceeds PHIBCB TWO requirement line items and to support unit priced labor work (negotiated). All material shall be provided at contractors bare cost. The only additional cost allowed for material is exact invoiced shipping cost. (See Annex 1700000-Spec Item 3 for additional detailed requirements.)	100,000	NTE	\$ 1.00	\$100,000.00
TOTAL LINE ITEMS - D700 THROUGH D709 - OPTION 3 YEAR						\$ _____

**EXHIBIT LINE ITEM NUMBERS
SOLICITATION/CONTRACT # N40085-15-R-0066
EXHIBIT A - CLIN 9000**

Line Item 0009 - OPTION 4 - Recurring Work

PROVIDE UNIT PRICES FOR RECURRING WORK
IN ACCORDANCE WITH SECTION C, SPEC ITEM 3
ELINs E001 THROUGH E004

ELIN	SHORT DESCRIPTION	FULL DESCRIPTION	EST QTY	UNIT OF ISSUE	UNIT PRICE	TOTAL AMOUNT
E001	Crane Trouble Shooting Service Call (With report Documentation)	A service call for Contractor trouble shooting and very minor repair, to investigate a crane problem where the cause is unknown. Usually this would be for, but not limited to, diagnosing preparatory crane software, mechanical, or electrical issues. Repairs shall be limited to very minor items such as a software reboot, blown fuse, or broken wire. Labor hours and material cost shall never exceed Contractors limit of liability for this line item for both troubleshooting and repair combined. Total labor hours shall not exceed 8 hours labor and \$200 material at cost. The Contractor shall respond the next working day after the call is issued and complete within two working days. (A full administrative report of work performed, materials used, and any problems discovered shall be provided to PHIBCB TWO and to the contracting officer within 8 hours of completion of work. This Report shall include a suggested scope of work and a list of Labor hours, materials, and material costs required to correct the problems found. This report is not part of the labor hours for Trouble Shooting.) (See Annex 1700000-Spec Item 3 for additional detailed requirements.) An additional task order will be issued to complete repairs discovered during troubleshooting.	2	EA	\$ _____	\$ _____

E002	Crane Quick response Trouble Shooting Service call with after-hours work. (With report Documentation)	A Quick Response (4 hour response) Service Call for Trouble Shooting and very minor repair, to investigate a crane problem where the cause is unknown. Usually this would be for, but not limited to, diagnosing preparatory crane software, mechanical, or electrical issues. Repairs shall be limited to very minor items such as a software reboot, blown fuse, or broken wire. Labor hours and material cost shall never exceed Contractors limit of liability for this line item for both troubleshooting and repair combined. Total labor hours for troubleshooting / repair shall not exceed 8 hours labor and \$200 material at cost. Trouble shooting work shall include after-hours work, weekend and holiday work as needed. (A full administrative report of trouble shooting performed, materials used, and any problems discovered shall be provided to PHIBCB TWO and to the contracting officer within 8 hours of completion of work. This Report shall include a suggested scope of work and a list of labor hours, materials, and Material costs required to correct the problems found. This report is not part of the labor hours for Trouble Shooting.) (See Annex 1700000-Spec Item 3 for additional detailed requirements.) An additional task order will be issued to complete repairs discovered during troubleshooting.	2	EA	\$ _____	\$ _____
E003	Major Crane Service or Repair Requirement (With report Documentation)	A Major Crane Service or Repair Requirement will be issued to the contractor Complete with a Scope of work to be performed and a material list. The total labor hours and material costs do not exceed 16 hours labor and \$3,000 material at cost. Response and completion times will be negotiated with each task order issued. (A full administrative report of work performed, materials used, and any problems discovered shall be provided to PHIBCB TWO and to the contracting officer within 48 hours of completion of work. This report is not part of the labor hours for repair.) (See Annex 1700000-	2	EA	\$ _____	\$ _____

		Spec Item 3 for additional detailed requirements.) An additional task order will be issued to complete repairs discovered during troubleshooting.				
E004	Minor Crane Service or Repair Requirement (With report Documentation)	A Minor Crane Service or Repair Requirement will be issued to the contractor Complete with a Scope of work to be performed and a material list. The total labor hours and material costs do not exceed 8 hours labor and \$1,500 material at cost. Response and completion times will be negotiated with each task order issued. (A full administrative report of work performed, materials used, and any problems discovered shall be provided to PHICB TWO and to the contracting officer within 48 hours of completion of work. This report is not part of the labor hours for repair.) (See Annex 1700000-Spec Item 3 for additional detailed requirements.)	2	EA	\$ _____	\$ _____
TOTAL LINE ITEMS-E001 THROUGH E004-OPTION 4 YEAR						\$ _____

EXHIBIT LINE ITEM NUMBERS
SOLICITATION/CONTRACT # N40085-15-R-0066
EXHIBIT A - CLIN 9000

Line Item 0010 - Option 4 - Non-recurring Work

PROVIDE UNIT PRICES FOR NON-RECURRING WORK
 IN ACCORDANCE WITH SECTION C, SPEC ITEM 4
 ELINs E700 THROUGH E709

ELIN	SHORT DESCRIPTION	FULL DESCRIPTION	EST QTY	UNIT OF ISSUE	UNIT PRICE	TOTAL AMOUNT
E700	Crane Trouble Shooting Service Call (With report Documentation)	A service call for Contractor trouble shooting and very minor repair, to investigate a crane problem where the cause is unknown. Usually this would be for, but not limited to, diagnosing preparatory crane software, mechanical, or electrical issues. Repairs shall be limited to very minor items such as a software reboot, blown fuse, or broken wire. Labor hours and material cost shall never exceed Contractors limit of liability for this line item for both troubleshooting and repair combined. Total labor hours shall not exceed 8 hours labor and \$200 material at cost. The Contractor shall respond the next working day after the call is issued and complete within two working days. (A full administrative report of work performed, materials used, and any problems discovered shall be provided to PHIBCB TWO and to the contracting officer within 8 hours of completion of work. This Report shall include a suggested scope of work and a list of Labor hours, materials, and material costs required to correct the problems found. This report is not part of the labor hours for Trouble Shooting.) (See Annex 1700000-Spec Item 3 for additional detailed requirements.) An additional task order will be issued to complete repairs discovered during troubleshooting.	8	EA	\$ _____	\$ _____ —

E701	Crane Quick response Trouble Shooting Service call with after-hours work. (With report Documentation)	A Quick Response (4 hour response) Service Call for Trouble Shooting and very minor repair, to investigate a crane problem where the cause is unknown. Usually this would be for, but not limited to, diagnosing preparatory crane software, mechanical, or electrical issues. Repairs shall be limited to very minor items such as a software reboot, blown fuse, or broken wire. Labor hours and material cost shall never exceed Contractors limit of liability for this line item for both troubleshooting and repair combined. Total labor hours for troubleshooting / repair shall not exceed 8 hours labor and \$200 material at cost. Trouble shooting work shall include after-hours work, weekend and holiday work as needed. (A full administrative report of trouble shooting performed, materials used, and any problems discovered shall be provided to PHIBCB TWO and to the contracting officer within 8 hours of completion of work. This Report shall include a suggested scope of work and a list of labor hours, materials, and Material costs required to correct the problems found. This report is not part of the labor hours for Trouble Shooting.) (See Annex 1700000-Spec Item 3 for additional detailed requirements.) An additional task order will be issued to complete repairs discovered during troubleshooting.	10	EA	\$ _____	\$ _____ —
E702	Major Crane Service or Repair Requirement (With report Documentation)	A Major Crane Service or Repair Requirement will be issued to the contractor Complete with a Scope of work to be performed and a material list. The total labor hours and material costs do not exceed 16 hours labor and \$3,000 material at cost. Response and completion times will be negotiated with each task order issued. (A full administrative report of work performed, materials used, and any problems discovered shall be provided to PHIBCB TWO and to the contracting officer within 48 hours of completion of work. This report is not part of the labor hours for repair.) (See Annex 1700000-	6	EA	\$ _____	\$ _____ —

		Spec Item 3 for additional detailed requirements.)				
E703	Minor Crane Service or Repair Requirement (With report Documentation)	<p>A Minor Crane Service or Repair Requirement will be issued to the contractor Complete with a Scope of work to be performed and a material list. The total labor hours and material costs do not exceed 8 hours labor and \$1,500 material at cost. Response and completion times will be negotiated with each task order issued.</p> <p>(A full administrative report of work performed, materials used, and any problems discovered shall be provided to PHIBCB TWO and to the contracting officer within 48 hours of completion of work. This report is not part of the labor hours for repair.) (See Annex 1700000-Spec Item 3 for additional detailed requirements.)</p>	6	EA	\$ _____	\$ _____ -
E704	Crane Preventative Maintenance (PM) Type "A" Requirement (As defined in Appendix C of the P-307) (With report Documentation)	<p>A Crane PM Type "A" Requirement will be issued to the Contractor requiring a PM to be performed as defined in Appendix C of the NAVFAC P-307 (Management of Weight Handling Equipment) manual. The total labor does not exceed 8 hours and \$0.00 material at cost to the Contractor. (The Government will supply all materials, and fluids required to complete PMs with the exception of normal shop supplies for clean-up.) Response and completion times will be negotiated with each task order issued.</p> <p>(A full administrative report of work performed, materials used, and any problems discovered shall be provided to PHIBCB TWO and to the contracting officer within 8 hours of completion of work. This Report shall include a suggested scope of work and a list of materials required to correct any problems found. This report is not part of the labor hours for PM.) (See Annex 1700000-Spec Item 3 for additional detailed requirements.)</p>	5	EA	\$ _____	\$ _____ -

E705	Crane Preventative Maintenance (PM) Type "B" Requirement (As defined in Appendix C of the P-307) (With report Documentation)	<p>A Crane PM Type "B" Requirement will be issued to the Contractor requiring a PM to be performed as defined in Appendix C of the NAVFAC P-307 (Management of Weight Handling Equipment) manual. The total labor does not exceed 16 hours and \$0.00 material at cost to the Contractor. (The Government will supply all materials, and fluids required to complete PMs with the exception of normal shop supplies for clean-up.) Response and completion times will be negotiated with each task order issued.</p> <p>(A full administrative report of work performed, materials used, and any problems discovered shall be provided to PHIBCB TWO and to the contracting officer within 8 hours of completion of work. This Report shall include a suggested scope of work and a list of materials required to correct any problems found. This report is not part of the labor hours for PM.) (See Annex 1700000-Spec Item 3 for additional detailed requirements.)</p>	4	EA	\$ _____	\$ _____ —
E706	Crane Preventative Maintenance (PM) Type "C" Requirement (As defined in Appendix C of the P-307) (With report Documentation)	<p>A Crane PM Type "C" Requirement will be issued to the Contractor requiring a PM to be performed as defined in Appendix C of the NAVFAC P-307 (Management of Weight Handling Equipment) manual. The total labor does not exceed 80 hours and \$0.00 material at cost to the Contractor. (The Government will supply all materials, and fluids required to complete PMs with the exception of normal shop supplies for clean-up.) Response and completion times will be negotiated with each task order issued.</p> <p>(A full administrative report of work performed, materials used, and any problems discovered shall be provided to PHIBCB TWO and to the contracting officer within 8 hours of completion of work. This Report shall include a suggested scope of work and a list of materials required to correct any problems found. This report is not part of the labor hours for PM.) (See Annex 1700000-Spec Item 3 for additional detailed requirements.)</p>	2	EA	\$ _____	\$ _____ —

E707	Unit Priced Labor Work (Negotiated)	Performance of specific maintenance, repair, and alteration work that exceeds the labor limitations of a PHIBCB TWO work requirement Elins. This line item shall be the KTR's burdened labor rate and shall cover the total cost of labor including, but not limited to all overhead (field and/or home office), supervision, material handling and ordering, use of boom trucks for field service, safety and fall protection, use of OEM trained / approved sub-KTR services as needed, preparation of cost estimates, job preparation, travel, profit, clerical support, inspections, fees, taxes, licenses, bonds, permits, and insurance. Response and completion times will be negotiated with each task order issued. (See Annex 1700000-Spec Item 3 for additional detailed requirements.)	200	HR	\$ _____	\$ _____ —
E708	Unit Priced Labor Work (After regular hours, Weekends and Holidays work) (Negotiated)	Performance of specific maintenance, repair, and alteration work that exceeds the labor limitations of a PHIBCB TWO work requirement Elins. This work shall be for After Hours labor, Weekend and Holiday labor. This line item shall be the KTR's burdened labor rate and shall cover the total cost of labor including, but not limited to all overhead (field and/or home office), supervision, material handling and ordering, use of boom trucks for field service, safety and fall protection, use of OEM trained / approved sub-KTR services as needed, preparation of cost estimates, job preparation, travel, profit, clerical support, inspections, fees, taxes, licenses, bonds, permits, and insurance. Response and completion times will be negotiated with each task order issued. (See Annex 1700000-Spec Item 3 for additional detailed requirements.)	150	HR	\$ _____	\$ _____ —

E709	Material	Price for material for those instances where the direct cost of material exceeds PHIBCB TWO requirement line items and to support unit priced labor work (negotiated). All material shall be provided at contractors bare cost. The only additional cost allowed for material is exact invoiced shipping cost. (See Annex 1700000-Spec Item 3 for additional detailed requirements.)	100,000	NTE	\$ 1.00	\$100,000.00
TOTAL LINE ITEMS - E700 THROUGH E709-OPTION 4 YEAR						\$ _____

ATTACHMENT J-1700000-02
ADDITIONAL TECHNICAL REQUIREMENTS

1. ADDITIONAL TECHNICAL REQUIREMENTS:
Allowed Fluid Leakage



**PRE-ENGINEERED WORK DOCUMENT
FOR WEIGHT HANDLING EQUIPMENT**

PEWD:
001

DATE
11/17/09

TITLE:
FLUID LEAKAGE ACCEPTANCE CRITERIA

DESCRIPTION OF WORK

ENCLOSURES:

REFERENCES:

NARRATIVE:

1. The purpose of this work document is to establish engineering guidelines for acceptance of fluid leakage on cranes.
2. Engineers and inspectors shall use the chart below to evaluate leakage on cranes when specific guidance is not provided in manuals/drawings for the crane.

Leakage Type	In-Service	During load testing	During PM
Engine Oil	Engineering evaluate (See note S1)	Engineering evaluate (See note S1)	Engineering evaluate (See note S1)
Engine Coolant	Weepage only (See note S2)	No leakage	No leakage
Engine Fuel	Weepage only (See note S2)	No leakage	No leakage
High pressure hydraulic fluid	1 drop/12 min (See note S3)	Weepage only (See note S2)	No leakage
Hydraulic brakes, high pressure side	1 drop/12 min (See note S3)	No leakage	No leakage
Hydraulic brakes, low pressure side	Weepage only (See note S2)	No leakage	No leakage
Gear box oil	Engineering evaluate (See note S1)	Engineering evaluate (See note S1)	1 drop/12 min (See note S4)

General Notes:

- G1. Leakage acceptance criteria specified by crane technical manuals/drawings, if available, take precedence over the above guidance.
- G2. In general, prior to acceptance of leakage, consideration shall be taken to the following:
- Hazards should not be introduced by the presence of the leak (e.g. will falling droplets create a slip/fall hazard, will droplets fall on components that could be affected by the fluid, potential environmental contamination, etc).
 - The leakage rate should not significantly affect the volume of fluid in the reservoir/system, and periodic monitoring (i.e. ODCL, monthly lube, etc) should be sufficient to ensure fluid level remains at a safe level.
 - Possibility that leakage rate could increase between monitoring periods such that an unacceptable situation would be introduced.
 - Leakage could be evidence that there is a major deficiency that can not be accepted (e.g. cracked engine block/radiator/gearbox, etc).
 - Leakage shall not interfere with the operation of a load bearing, load controlling, or operational safety device (e.g. oil leaking onto a brake disk).

These considerations shall be addressed in the technical resolution (EJON) for acceptance of a leak. Leakage that would normally be corrected during the PM shall be deferred so that work can be tracked/scheduled.

Specific Notes:

- S1. When Engineering Evaluate is specified, the decision as to whether to accept or repair shall take into consideration the scope of work involved, current status of the crane, and the considerations listed in G2 above.
- S2. Weepage is defined as wetting that does not result in a drop flowing away from the joint during monitoring for a reasonable length of time (i.e. 1 hour).
- S3. Equipment shall be evaluated by end of shift.
- S4. Effort shall be made to eliminate leak if practical.

Chief Crane Engineer

Date
11/17/09

FUNCTIONAL ASSESSMENT PLAN (FAP)

Base Support Vehicles and Equipment

1700000

SOLICITATION NO. N40085-15-R-6401

200T Manitowoc Maintenance Contract

Base Support Vehicles and Equipment FAP

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

Spec Item	Performance Objective	Performance Standard	MOA	Assessment Level			Sample Size			Freq
				AL1	AL2	AL3	UOM (total)	Normal	Reduced	
3.1	PRECAUTIONS BEFORE PERFORMING MAINTENANCE The following precautions shall be taken as appropriate before performing Maintenance, repairs or troubleshooting to cranes.	All appropriate precautions are taken.	VCC		N/A	N/A		10%	5%	M
3.1.1	POSITION CRANE The crane to be repaired shall be positioned in a location where it will minimize interference with other cranes and operations in the area, and enable safe access for personnel working on the crane.	Crane is located as directed by Amphibious Construction Battalion TWO Supervisor.	VCC	N/A		N/A		10%	N/A	M

Spec Item	Performance Objective	Performance Standard	MOA	Assessment Level			Sample Size			Freq
				AL1	AL2	AL3	UOM (total)	Normal	Reduced	
3.1.2	WARNING SIGNS OR BARRIERS Warning signs or barriers shall be placed to alert personnel in the area of maintenance work being performed.	Work area marked before work begins and is removed when work is complete.	VCC	N/A		N/A		10%	N/A	M
3.1.3	POSITION CONTROLS Position all controls to the “off” position, or as required for the tests being performed.	Controls positioned correctly.	PS	N/A		N/A		10%	N/A	M
3.1.4	LOCK OUT TAG OUT PROGRAM Stored energy shall be controlled in accordance with the activity’s lockout/ tag out procedures.	Stored energy is controlled and a safe work area is maintained.	PS	N/A		N/A		10%	N/A	M
3.1.5	RETURNING CRANE TO SERVICE After adjustments and repairs are made, the crane shall not be returned to service until all guards have been reinstalled, safety devices reactivated, and maintenance equipment removed.	Controls positioned correctly.	PS	N/A		N/A		10%	N/A	M
3.2	TYPES OF WORK AND REQUIREMENTS		VCC		N/A	N/A		10%	5%	M
3.2.1	STRUCTURAL WELDING / FABRICATION All welders shall be journeyman level experienced with a minimum of one year experience and be	Repairs meet all contract requirements and meet OEM requirements.	PS	N/A		N/A		10%	N/A	M

Spec Item	Performance Objective	Performance Standard	MOA	Assessment Level			Sample Size			Freq
				AL1	AL2	AL3	UOM (total)	Normal	Reduced	
	certified in accordance with the American Welding Society (AWS). The KTR personnel shall measure, cut, bend, and fit material as necessary to accomplish welding and proper fabrication in accordance with applicable codes established by AWS, OEM and Gov. Specifications. The KTR is responsible for scheduling non-destructive testing so as to coincide with welding operations. Note: The Gov. will not be responsible for any additional costs that the KTR incurs for rework as a result of unsatisfactory work that is identified through non-destructive testing.									
3.2.2	NON-DESTRUCTIVE TESTING (NDT) The current Government regulation reads: "NDT shall be magnetic particle method in accordance with NAVSEA Technical Publication T9074-AS-GIB-010/271. ASTM A275 may be used with the following restrictions: DC yokes (including switchable AC/DC yokes used in the DC mode) and permanent magnet yokes shall not be used, automatic powder blowers or any other form of forced air other than from a hand-held bulb shall not be used for the application or removal of dry magnetic particles; arc strikes shall be removed; and equipment ammeters shall have an	Repairs meet all contract requirements and meet OEM requirements.	PS	N/A		N/A		10%	N/A	M

Spec Item	Performance Objective	Performance Standard	MOA	Assessment Level			Sample Size			Freq
				AL1	AL2	AL3	UOM (total)	Normal	Reduced	
	accordance with the applicable NAVSEA technical publication noted above.									
3.2.2.1	<p>NDT Quality Assurance Requirements</p> <p>1. The vendor shall provide a letter certifying that the vendor meets the requirements of ASTM E 543. The certification shall be current, within one year of the date the NDT was performed.</p> <p>2. The vendor shall develop, and submit for review, procedures, including technique sheets specific to the types, shapes, and sizes of the parts being examined (e.g., shank hook, eye hook, duplex hook, eye pin, swivel eye bar). For the magnetic particle method, the procedures shall adequately describe the orientation of the hook, swivel eye bar, or eye pin with the magnetizing equipment. A Level III examiner who is independent of the vendor and is certified in the applicable NDT method shall review these procedures.</p> <p>3. Vendor certifications and approved procedures shall be retained on file for the life of the NDT period.” Any other non-destructive testing method shall not be allowed. NDT personnel shall be qualified at the journeyman level with a minimum of one year of experience in magnetic particle NDT.</p>	Repairs meet all contract requirements and meet OEM requirements.	PS	N/A		N/A		10%	N/A	M

Spec Item	Performance Objective	Performance Standard	MOA	Assessment Level			Sample Size			Freq
				AL1	AL2	AL3	UOM (total)	Normal	Reduced	
	The KTR shall provide a written report to the KO (or designee) within 48 hours of completion of the inspection. The NDT report shall be certified as completed, identify the type of test(s) performed, include a component sketch of the item tested, a results statement (passed or failed), and signed by the KTR Quality Control Manager. If a NDT identifies a deficiency, the KTR shall provide a written plan of action for correction to Amphibious Construction Battalion TWO within 48 hours after the completion of the test.									
3.2.3	MACHINING METAL OR PLASTIC The KTR shall drill, turn, face, mill, plane, bore, and grind all types of metal or plastic in accordance with OEM or Gov. Specifications. KTR personnel shall be qualified at the journeyman level with a minimum of one year of experience in the machinist trade.	Repairs meet all contract requirements and meet OEM requirements.	PS	N/A		N/A		10%	N/A	M
3.2.4	SURFACE PREPARATION AND PAINTING The KTR shall prepare all surfaces to be painted in accordance with OEM or Gov. Specifications. Surface preparation may include sand blasting, water blasting, or cleaning using powered or manual hand tools. The	Repairs meet all contract requirements and meet OEM requirements.	PS	N/A		N/A		10%	N/A	M

Spec Item	Performance Objective	Performance Standard	MOA	Assessment Level			Sample Size			Freq
				AL1	AL2	AL3	UOM (total)	Normal	Reduced	
	<p>type of paint and painting procedures shall conform to OEM or Gov. Specifications and be performed primarily in the field using low air pressure and high output paint sprayers. Occasionally, painting may need to be performed at the KTR's paint spray booth, so the KTR should be capable of providing this service. The KTR shall take precautions to prevent paint overspray from getting on other vehicles and be responsible for any damages incurred at no additional cost to the Gov. This work may include high or hard to reach structural components of the crane (i.e. crane booms). KTR personnel shall be qualified at the journeyman level with a minimum of one year of experience in the painting trade.</p> <p>Note: The KTR shall always provide proper fall protection IAW the latest version of the Army Corps. Of Engineers (ACE) EM-385-1-1.</p>									
3.2.5	<p>LASER ALIGNMENT AND VIBRATION ANALYSIS The KTR shall provide qualified personnel to perform laser alignments and / or vibration analysis work on this contract. KTR</p>	Repairs meet all contract requirements and meet OEM requirements.	PS	N/A		N/A		10%	N/A	M

Spec Item	Performance Objective	Performance Standard	MOA	Assessment Level			Sample Size			Freq
				AL1	AL2	AL3	UOM (total)	Normal	Reduced	
	<p>personnel shall be qualified at the journeyman level with a minimum of one year of experience in the trade disciplines. The preferred equipment for laser alignment is the Ludeca Optalign Plus or Rotalign and the Ludeca Vibscanner for vibration analysis. Approval of the use of other alignment or vibration analysis equipment shall be requested in writing from Amphibious Construction Battalion TWO prior to use. The KTR shall provide a written report summarizing the findings to the Amphibious Construction Battalion TWO within 48 hours of completion of the surveys. The report shall include a printout of the survey results, any recommendations for corrective action, a labor and material cost estimate for that corrective action, and be signed by both the technician performing the survey and the KTR's QC Manager.</p>									
3.2.6	<p>ELECTRIC MOTOR REPAIR/REBUILD The KTR shall repair or rebuild electric motors in accordance with OEM or Gov. Specifications. Replacement parts shall be only OEM parts, or must be approved in advance by Amphibious Construction Battalion TWO. After the motor work has been completed,</p>	Repairs meet all contract requirements and meet OEM requirements.	PS	N/A		N/A	10%	N/A	M	

Spec Item	Performance Objective	Performance Standard	MOA	Assessment Level			Sample Size			Freq
				AL1	AL2	AL3	UOM (total)	Normal	Reduced	
	and prior to delivery, the KTR shall perform a bench test to ensure proper operation and output. The KTR shall submit a written report to the Amphibious Construction Battalion TWO certifying that the motor was repaired / rebuilt, tested, and meets OEM specifications. The report shall also include a detailed parts list and part numbers of all replaced materials and be signed by the KTR's QC Manager.									
3.2.7	<p>HYDRAULIC MOTOR, PUMPS, AND CYLINDER REPAIR/REBUILD</p> <p>The KTR shall repair or rebuild hydraulic motors, pumps and cylinders in accordance with OEM or Gov. Specifications. Replacement parts shall be only OEM parts, or must be approved in advance by the Amphibious Construction Battalion TWO. After the work has been completed, and prior to delivery, the KTR shall perform a bench test to ensure proper operation and output. The KTR shall submit a written report to the Amphibious Construction Battalion TWO certifying that the motor, pump or cylinder was repaired / rebuilt, tested, and meets OEM specifications. The report shall also include a detailed parts list and part numbers of all replaced</p>	Repairs meet all contract requirements and meet OEM requirements.	PS	N/A		N/A		10%	N/A	M

Spec Item	Performance Objective	Performance Standard	MOA	Assessment Level			Sample Size			Freq
				AL1	AL2	AL3	UOM (total)	Normal	Reduced	
	materials and be signed by the KTR's QC Manager.									
3.2.8	<p>ELECTRICAL/ SOFTWARE TROUBLESHOOTING</p> <p>The KTR shall perform crane electrical/software troubleshooting by a qualified journeyman level electrician or technician with a minimum of one year experience in the trade. Troubleshooting may include, but are not limited to investigating problems associated with the CPU, with Manitowoc Software, electrical motors, generators, motor controls, control panels, switches, relays, coils, contacts, limit switches, bypass switches, load indicators, warning devices, and lighting. IAW the requirements of P-307, the KTR is not allowed to operate Gov. owned cranes, so the Gov. will always provide crane operator support upon request. The KTR shall submit a written troubleshooting result report to the Amphibious Construction Battalion TWO within 24 hours of the completion of troubleshooting operations. The report shall fully describe the original problem with the equipment, a detailed summary of the troubleshooting results, and a recommended course of action for</p>	Repairs meet all contract requirements and meet OEM requirements.	PS	N/A		N/A		10%	N/A	M

Spec Item	Performance Objective	Performance Standard	MOA	Assessment Level			Sample Size			Freq
				AL1	AL2	AL3	UOM (total)	Normal	Reduced	
	repairs based on those findings. The report shall also include a KTR proposed scope of work, with a cost estimate for labor and material parts list (with part numbers).									
3.2.9	ELECTRICAL REPAIRS The KTR shall perform crane electrical repairs by a qualified journeyman level electrician or technician with a minimum of one year experience in the trade. Repairs may include, but are not limited to investigating problems associated with electrical motors, generators, motor controls, control panels, switches, relays, coils, contacts, limit switches, bypass switches, load indicators, warning devices, and lighting. IAW the requirements of P-307, the KTR is not allowed to operate Gov. owned cranes, so the Gov. will always provide crane operator support upon request. Trade practices used when making electrical repairs shall be recognized by the OEM and accepted as industry standards. In the conversion of direct current to alternating current, the KTR follow the applicable National Electric Code requirements.	Repairs meet all contract requirements and meet OEM requirements.	PS	N/A		N/A		10%	N/A	M
3.2.10	GENERAL AND MECHANICAL EQUIPMENT TROUBLESHOOTING The KTR shall perform crane	Repairs meet all contract requirements and meet OEM requirements.	PS	N/A		N/A		10%	N/A	M

Spec Item	Performance Objective	Performance Standard	MOA	Assessment Level			Sample Size			Freq
				AL1	AL2	AL3	UOM (total)	Normal	Reduced	
	general equipment troubleshooting by a qualified journeyman level heavy mobile equipment crane mechanic or technician with a minimum of one year experience in the trade. Troubleshooting may include, but are not limited to investigating problems associated with crane booms, chassis, outriggers, crane attachments, brackets, hook blocks, and support structures. IAW the requirements of P-307, the KTR is not allowed to operate Gov. owned cranes, so the Gov. will always provide crane operator support upon request.									

Spec Item	Performance Objective	Performance Standard	MOA	Assessment Level			Sample Size		Freq
				AL1	AL2	AL3	Normal	Reduced	
4	Non-recurring Work Non-recurring work may be ordered utilizing DoD EMALL in accordance with Section H or on a task order in accordance with the PROCEDURES FOR ISSUING ORDERS clause in Section G. The order will specify the exact locations and types of work to be accomplished. The period of performance will be specified in each order.		PS	N/A	N/A	N/A	As Required	N/A	R

PERFORMANCE ASSESSMENT PLAN

**N40085-15-R-6401
200T Manitowoc Maintenance**

Joint Expeditionary Base Little Creek-Fort Story

PREPARED BY:

Hampton Roads IPT

2015

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List of Attachments

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[Attachment B: Performance Assessment Worksheet](#)**Error! Bookmark not defined.**

[Attachment C: QMS Pre-performance Review Checklist](#)**Error! Bookmark not defined.**

[Attachment D: Customer Comment Record](#).....**Error! Bookmark not defined.**

[Attachment E: QMS In-process Review Checklist](#).....**Error! Bookmark not defined.**

[Attachment F: Contract Discrepancy Report \(CDR\)](#).....**Error! Bookmark not defined.**

[Attachment G: FSC Safety Assessment Checklist](#).....**Error! Bookmark not defined.**

[Attachment H: Annex 2 – Management and Administration Evaluation Checklist](#)**Error! Bookmark not defined.**

[Attachment I: MPAS Coversheet](#)**Error! Bookmark not defined.**

[Attachment J: PAB Rating Summary](#)**Error! Bookmark not defined.**

Performance Assessment Plan

1. Introduction

1.1 Purpose

The Performance Assessment Plan (PAP) establishes Performance Assessment (PA) provisions for Contract N40085-15-R-0066, 200T Manitowoc Maintenance

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

1.2 Partnering

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

2. Roles and Responsibilities

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

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

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

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

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

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

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

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

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

3. Training

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

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

4. Safety

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

- ... Report the safety hazard resulting from unsafe acts or conditions, defective tools, materials, or equipment used by the Contractor to the COR.
- ... When imminent danger is apparent (where, if the hazard is not immediately corrected, there is a high probability that a serious accident will occur, life will be in danger or there will be extensive property damage), immediately inform the Contractor and request immediate action be taken to correct the hazard. If the Contractor does not voluntarily take corrective action, require the Contractor to stop work and immediately notify the COR.

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

5. Security

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

6. Submittals

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

6.1 Quality Management Plan Submittal

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

6.2 Accident Prevention Plan Submittal

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

reviewed at the beginning of each work phase, when new hazards are identified, or when a new work crew is brought on site.

7. Meetings

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

8. Methods of Assessment (MOA)

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

- ... Periodic Sampling (PS) – requires a pre-determined plan for assessing a portion of the work, using sample size and frequency at the applicable assessment level.
- ... Validated Customer Comments (VCC) – consists of customers observing the performance of services they have received and using a pre-determined procedure to provide feedback and/or report observations to the PAR for validation.
- ... Unscheduled Visits (UV) – impromptu assessments of performance standards and objectives whenever practical.
- ... Customer’s Evaluation (CE) – consists of collected survey data of Contractor performance from the customer’s perspective through the use of a feedback form.

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

9. Quality Management System (QMS)

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

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

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

10. Performance Assessment Process

10.1 Post-Award Planning

Performance Assessment personnel should review and understand the final contract requirements, including any amendments made during the solicitation period, paying particular attention to performance objectives and standards and any changes in the scope of work. Performance Assessment personnel should also review the Contractor’s technical proposal received in response to the solicitation and initial submittals, such as the QMS program (including Quality Management

Plan), Accident Prevention Plan (including Activity Hazard Analyses (AHAs) and Occupational Risk and Compliance Plans and Programs), list of key personnel and employee listing.

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

10.2 Scheduling Assessments

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

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

10.3 Non-recurring Work Task Orders

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

10.4 Assessment Procedures

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

10.4.1 AL1 Assessments

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

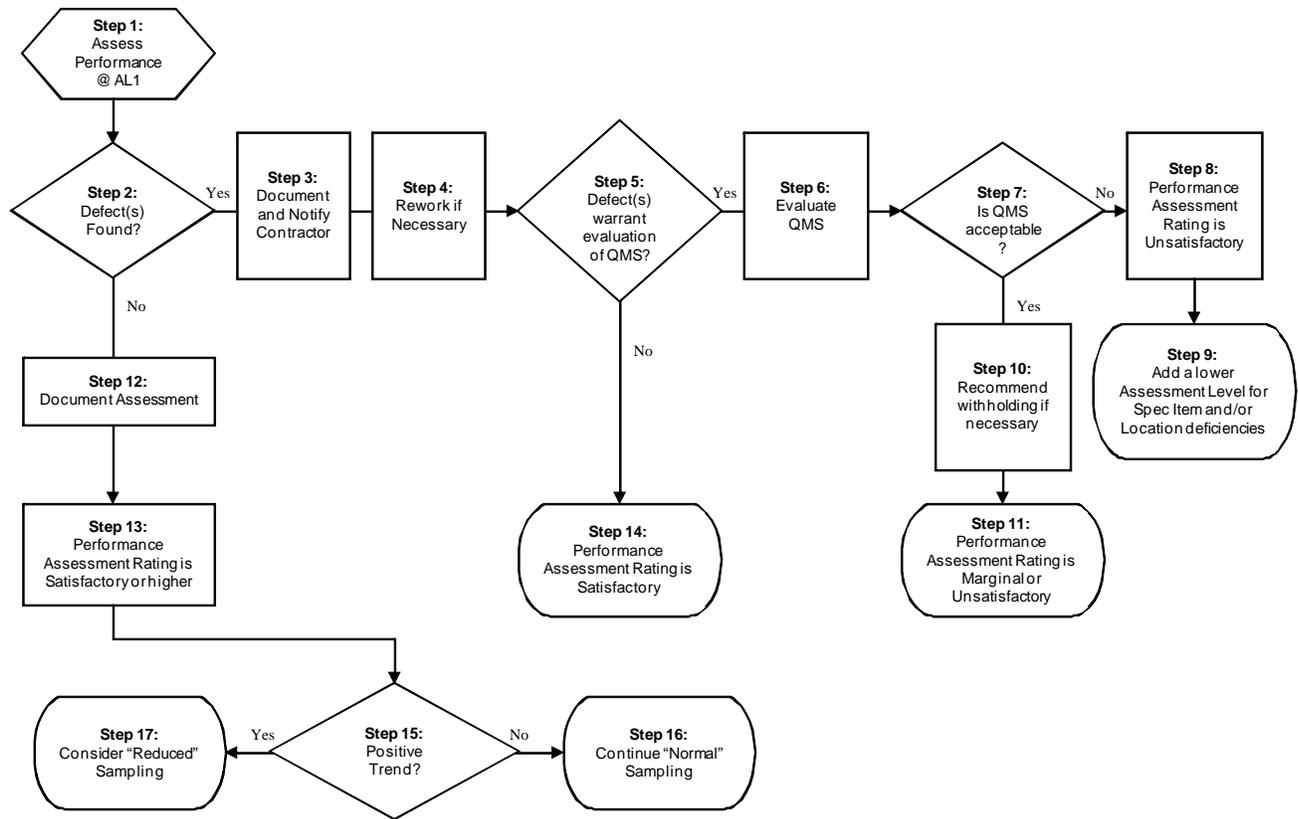


Figure 1. Performance Assessment Process for Assessment Level 1 (AL1)

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

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

Step 3: Document and Notify Contractor – Document any observed negative performance that fails to meet contract performance standards with supporting narrative on the Performance Assessment Worksheet (PAW). If defects are found, the PAR will forward a copy of the PAW to the Contractor. The Contractor shall sign and return the PAW within the specified timeframe to

acknowledge receipt of the document. The Contractor's signature does not constitute agreement with the Government's assessment, it merely acknowledges that the Contractor has been notified of a Government observed defect. Should the Contractor disagree with the Government's observations, discussions should be conducted to reach a common understanding of performance objectives and standards.

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

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

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

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

Step 8: Performance Assessment Rating is Unsatisfactory – If the Contractor's QMS is unacceptable, then the PAR should document all findings, including a summary of the findings

associated with the Contractor's QMS, on the PAW. The PAR should rate the Contractor Unsatisfactory in accordance with the evaluation ratings definitions included in the PAB Rating Summary. The PAR should also document recommendations for withholding of payment on the PAW for non-conforming services when defects cannot be corrected by reperformance.

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

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

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

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

Step 13: Performance Assessment Rating is Satisfactory or Higher – If the Contractor has performed all work in accordance with the performance objectives and standards, then a performance rating of Satisfactory or higher should be assigned. The PAR should rate the Contractor Satisfactory, Very Good, or Exceptional in accordance with the evaluation ratings definitions included in the PAB Rating Summary. Jump to Step 15.

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

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

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

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

10.4.2 AL2/3 Assessments

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

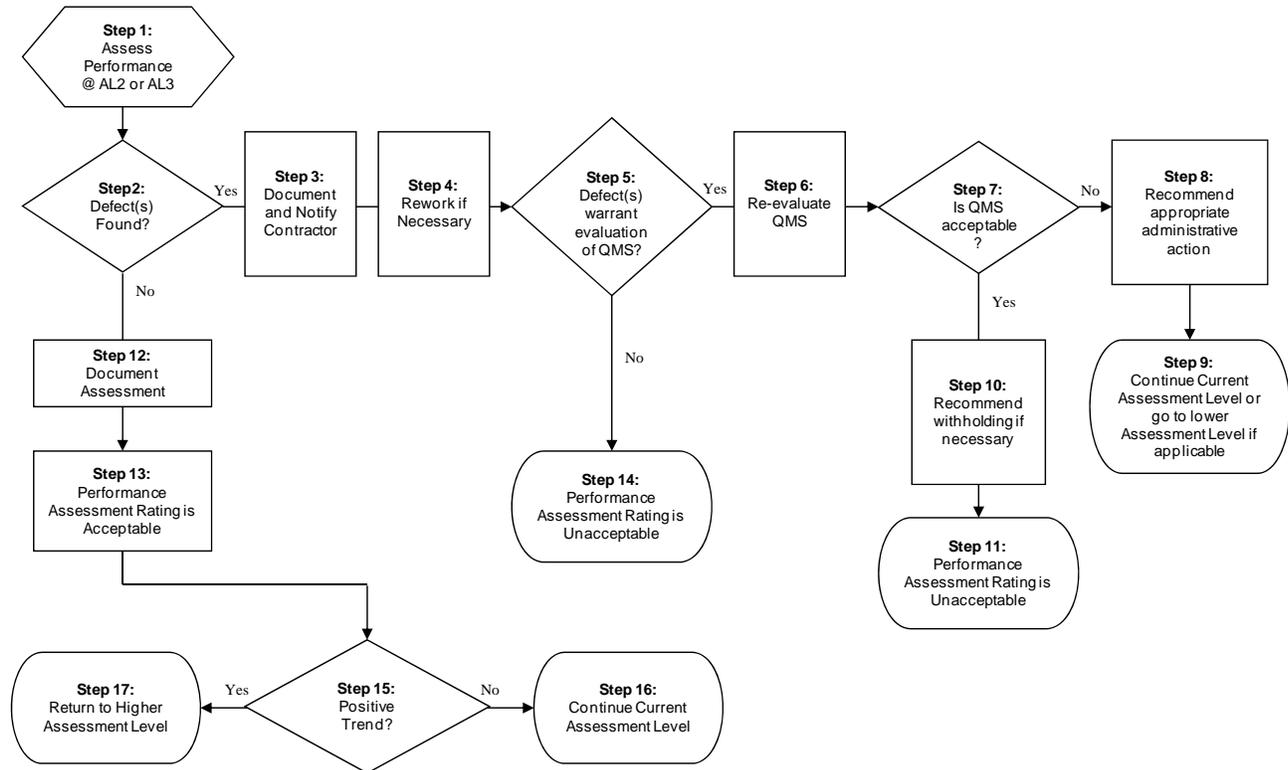


Figure 2. Performance Assessment Process for Assessment Level 2 or 3 (AL2 or AL3)

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

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

Comment Record, Attachment D. Documentation of UV will be completed on a PAW. **DECISION:** If defect is found, continue. If not, jump to Step 12.

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

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

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

Step 6: Re-evaluate QMS – The PAR should reevaluate the Contractors QMS to verify proper controls are in place to ensure the delivery of quality services. This review should be limited to the Spec Items and/or location where defects have been found as opposed to a complete audit of the Contractor’s QMS. The evaluation should identify corrective actions the Contractor is taking for specific discrepancies, and identify any QMS changes the Contractor is implementing to preclude systemic problems, avoid repeat discrepancies, and regain Quality Control (QC).

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

Step 8: Recommend appropriate administrative action – The PAR should make recommendations to the Contracting Officer via the SPAR/COR/FSCM for appropriate administrative actions. Administrative actions may include additional performance review meetings, issuance of a Contract Discrepancy Report (CDR), Attachment F, withholding of payment including

liquidated damages, or interim CPARS rating. The PAR should also document recommendations for withholding of payment on the PAW for non-conforming services when defects cannot be corrected by reperformance.

Step 9: Continue Current Assessment Level or go to lower Assessment Level if applicable –

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

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

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

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

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

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

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

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

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

10.4.3 Safety Assessment

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

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

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

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

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

10.4.4 Management and Administration Assessment

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

10.4.5 Contract Discrepancy Reports

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

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

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

11. Assessment Summary and Evaluation

11.1 Monthly Performance Assessment Summary (MPAS)

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

11.2 Invoice Validation and Withholdings

Results of performance assessments and other PA information should also be used as part of the validation of the Contractor's monthly invoice amount. The COR will make a determination for the value of the estimated damages to the Government for non-conforming or non-performed work and recommend to the KO the appropriate withholding including liquidated damages (LDs).

Documentation must be provided to support the reduced value of services and/or the estimated cost and related profit to correct deficiencies and complete unfinished work.

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

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

11.3 COR Activity File

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

11.4 **Hardcopy files are maintained by the COR in a folder(s) annotated with the contract number and period of performance for the included documentation.**

Supporting documentation (e.g. PAWs) for the current period of performance may be located in individual files retained by each PAR. All content in electronic format is located on a secure shared drive Performance Assessment Board (PAB)

The Performance Assessment Board membership consists of the following:

PAB Chairperson –, COR

PAB Member –, SPAR

PAB Member –, KO

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

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

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

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

12. Summary

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

Attachment A: Functional Assessment Plan (FAP)

Copy of FAP(s) and associated MPAS(s) will be attached for government files.

PERFORMANCE ASSESSMENT WORKSHEET

ANNEX/SUB-ANNEX: _____

Attachment B: Performance Assessment Worksheet

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

Attachment B

QUALITY MANAGEMENT SYSTEM PRE-PERFORMANCE REVIEW CHECKLIST

Attachment C: QMS Pre-performance Review Checklist

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

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

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

Attachment C

QUALITY MANAGEMENT SYSTEM PRE-PERFORMANCE REVIEW CHECKLIST

QUALITY APPROACH:	
	Is the QM plan current and specifically tailored for this contract?
	Does the Contractor's Quality Management System and management approach indicate a clear understanding of the contract requirements?
METHODS AND PROCEDURES FOR PERFORMANCE OF WORK:	
	Does the Contractor provide detail of their work planning and control to ensure first time quality? This could include:
	a. Proper selection and training of personnel
	b. Tracking and verification of training and certification requirements
	c. Work center supervisor/lead personnel oversight of work performance
	d. Detailed SOPs and procedures for work requirements
	e. Routine training and meetings
	f. Selection procedures for subcontractors
	g. Management control of subcontracted work
SURVEILLANCE AND INSPECTION PROCEDURES:	
	Does the Contractor provide detailed procedure for the selection of samples (e.g., percentage of work inspected, process for selection of samples, in-process vs. completed work.)?
	Does the QM plan detail procedures for the collection, recording, and analysis of inspection and surveillance results?
	Does the QM plan include processes for utilization analysis of inspection and surveillance results to determine cause and implement corrective actions?
	Does the QM plan provide a process for preventing recurrence of quality issues and continuous improvement of work performance?
	Does the QM plan detail specific procedures for the oversight of subcontracted work or the review and analysis of subcontractor quality?

Attachment C

QUALITY MANAGEMENT SYSTEM PRE-PERFORMANCE REVIEW CHECKLIST

DOCUMENTATION AND RECORDS MANAGEMENT:	
Does the Contractor have a process for the control and retention of Quality documentation and records?	
Does the Contractor provide the controls in place to ensure all Quality records are documented, maintained reviewed and properly filed?	
Does the QM plan have a process for the review of documentation for completeness, accuracy, and consistency? (This may include management reviews or internal audit plan.)	
Does the QM Plan provide a process for tracking and ensuring all submittal requirements are met?	
COMMUNICATION WITH GOVERNMENT:	
Does the QM plan address the level, format, and frequency of communications with the government? This could include:	
a. Routine, yet informal communications between contractor, quality staff, and Government PARs	
b. Established meeting requirements between Contractor Quality and/or management staff with Government PA and/or contracting personnel.	
c. Progressive reporting and communication based on the frequency or severity of the issue being addressed (e.g., Quality staff to PAR, Quality Manager to SPAR/FSCM, Project Manager to PWO	
d. Details of protocol for attendance at meetings required by contract, including partnering sessions.	
REVIEW SIGNATURES	
PAR:	DATE:
SPAR/COR:	DATE:
CONTRACTOR QUALITY MANAGER:	DATE:
CONTRACTOR PROJECT MANAGER:	DATE:
SUBCONTRACTOR:	DATE:
SUBCONTRACTOR:	DATE:

CUSTOMER COMMENT RECORD

ANNEX/SUB-ANNEX: _____

Attachment D: Customer Comment Record

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

Attachment D

QMS IN-PROCESS REVIEW CHECKLIST

Attachment E: QMS In-process Review Checklist

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

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

Attachment E

QMS IN-PROCESS REVIEW CHECKLIST

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

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

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

Attachment E

QMS IN-PROCESS REVIEW CHECKLIST

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

Attachment F: Contract Discrepancy Report (CDR)

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

Attachment F

FSC SAFETY ASSESSMENT CHECKLIST

ANNEX/SUB-ANNEX: _____

Attachment G: FSC Safety Assessment Checklist

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

Attachment G

Attachment H: Annex 2 – Management and Administration Evaluation Checklist

See checklist that begins on next page.

ANNEX 2 – MANAGEMENT AND ADMINISTRATION EVALUATION CHECKLIST

Contract #: _____ Title: _____ Period Assessed: _____

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

ANNEX 2 – MANAGEMENT AND ADMINISTRATION EVALUATION CHECKLIST

Contract #: _____ Title: _____ Period Assessed: _____

Schedule					
Spec Item	Title	Requirement	YES	NO	N/A
	Management				
	Work Reception	Does the Contractor receive, prioritize, correspond, and respond to trouble/service calls and task orders during Government regular working hours and provide a point of contact at a local or toll free number who can perform the above function during other than Government regular working hours?			
	Work Control	Has the Contractor implemented all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking and reporting of work in progress.			
	Work Control	Does the Contractor 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?			
	Work Control	Are status updates provided within the times specified?			
	Work Schedule	Does the Contractor work interfere with normal Government business?			
	Work Schedule	In those cases where some interference is unavoidable, does the Contractor minimize the impact and effects of the interference?			
	Work Schedule	Does the Contractor provide advance access to all of their work schedules and notify the KO of any difficulty in scheduling work due to Government controls?			
	Government's Computerized Maintenance Management Systems (CMMS)	Are the records stored in the Government's Computerized Maintenance Management Systems (CMMS) updated within the times specified?			
	Recurring Work Procedures	Does the Contractor take full responsibility for work up to the Recurring Work limits that are specified in subsequent annexes or sub-annexes			
	Non-recurring Work	Does the contractor submit proposals for task orders on time?			
	Non-recurring Work	Does the contractor provide reasonable price proposals for task orders?			
COMMENTS: (Document findings of how performance complies with contract requirements and detail any value-added or negative performance, and trends)					

<input type="checkbox"/> Exceptional	<input type="checkbox"/> Very Good	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Marginal	<input type="checkbox"/> Unsatisfactory

Attachment H

ANNEX 2 – MANAGEMENT AND ADMINISTRATION EVALUATION CHECKLIST

Contract #: _____ **Title:** _____ **Period Assessed:** _____

Business Relations					
Spec Item	Title	Requirement	YES	NO	N/A
	General Administrative Requirements				
	Required Conferences and Meetings	Does the Contractor attend all required conferences and meetings?			
	Training for Maintenance and Operation of New and Replacement Systems and Equipment	Does the Contractor attend Government provided training for maintenance and operation of new and replacement systems and equipment?			
	Partnering	Do key members of the prime contractor and subcontractors teams (including senior management) participate?			
	Partnering	Did partnering demonstrate cohesiveness between the Government and Contractor?			
	Permits and Licenses	Has the Contractor obtained and submitted to the KO within the time specified all required permits, licenses, and authorizations to perform work under this contract and comply with all the applicable Federal, state and local laws and regulations?			
	Protection of Government Property	Does the Contractor protect Government property and return areas damaged as a result of negligence under this contract to their original condition?			
	Government-Furnished Property, Materials and Services	Does the Contractor maintain Government-Furnished Property in accordance with FAR 52.245, GOVERNMENT PROPERTY and NAVFAC Clause 5252.245-9300, GOVERNMENT-FURNISHED PROPERTY, MATERIALS AND SERVICES?			
	Property Management Plan	Has the Property Management Plan shall be submitted per Section F?			
	Property Management Plan	Does the contractor's Property Management Plan identify the Contractor's policies, procedures, and practices in receiving and performing physical inventories, repairing and maintaining, preserving and protecting, and reporting the disposition of accepted government property in its possession?			
	Disaster Preparedness	Does the Contractor comply with the installation's Contingency Instruction and support the installation Contingency Response Plan, as directed by the KO?			

COMMENTS: (Document findings of how performance complies with contract requirements and detail any value-added or negative performance, and trends)

Exceptional

Very Good

Satisfactory

Marginal

Unsatisfactory

Attachment H

ANNEX 2 – MANAGEMENT AND ADMINISTRATION EVALUATION CHECKLIST

Contract #: _____ **Title:** _____ **Period Assessed:** _____

Management of Key Personnel

Spec Item	Title	Requirement	YES	NO	N/A
	Personnel Requirements				
	Key Personnel	Has the Contractor submitted a List of Key Personnel, Qualifications and an Organizational Chart that includes the names of personnel and their position title?			
	Key Personnel	Does the contractor meet the qualifications of the key position, as described in the contract, with who filled the key position?			
	Employee Requirements	Do the Contractor key personnel manage their employees to ensure personnel are fully knowledgeable of all safety, environmental, and energy requirements associated with the work they perform?			
	Employee Requirements	Do the key personnel ensure that all personnel are legal residents, speak, read, and comprehend English to the extent that they can perform the contract requirements and comply with installation emergency procedures?			
	Security Requirements	Do the Contractor key personnel ensure that employees are in compliance with all Federal, state, and local security statutes, regulations, requirements, and ensure that all security/entrance clearances are obtained?			

COMMENTS: (Document findings of how performance complies with contract requirements and detail any value-added or negative performance, and trends)

<input type="checkbox"/> Exceptional	<input type="checkbox"/> Very Good	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Marginal	<input type="checkbox"/> Unsatisfactory

Attachment H

ANNEX 2 – MANAGEMENT AND ADMINISTRATION EVALUATION CHECKLIST

Contract #: _____ Title: _____ Period Assessed: _____

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

COR (signature): _____

DATE: _____

COR (printed name): _____

Attachment H

MONTHLY PERFORMANCE ASSESSMENT SUMMARY COVERSHEET

Contract #: _____, **Month/Year:** _____

Attachment I: MPAS Coversheet – NOT USED FOR THIS CONTRACT

PERFORMANCE ASSESSMENT BOARD RATING SUMMARY

Contract #: _____ **Period of Rating:** _____

Attachment J: PAB Rating Summary

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

Comments:

Attachment J

PERFORMANCE ASSESSMENT BOARD RATING SUMMARY

Contract #: _____ **Period of Rating:** _____

Block 18c - Cost Control. (N/A).					
Block 18d - Business Relations.					
Assess the integration and coordination of all activity needed to execute the contract, specifically the timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals, the contractor’s history of reasonable and cooperative behavior (to include timely identification of issues in controversy), customer satisfaction, timely award and management of subcontracts. Include, as applicable, information on the following:					
<ul style="list-style-type: none"> • Is the contractor oriented toward the customer? • Is interaction between the contractor and the government satisfactory or does it need improvement? • Include the adequacy of the contractor’s accounting, billing, and estimating systems and the contractor’s management of Government Property (GFP) if a substantial amount of GFP has been provided to the contractor under the contract. • Address the timeliness of awards to subcontractors and management of subcontractors, including subcontract costs. Consider efforts taken to ensure early identification of subcontract problems and the timely application of corporate resources to preclude subcontract problems from impacting overall prime contractor performance. • Assess the prime contractor’s effort devoted to managing subcontracts and whether subcontractors were an integral part of the contractor’s team. 					
	Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory
Rating (place an X in the appropriate box)					
Comments:					

Block 18e - Management of Key Personnel (For Services and Information Technology Business Sectors only - Not Applicable to Operations Support).

Assess the contractor’s performance in selecting, retaining, supporting, and replacing, when necessary, key personnel. For example:

- How well did the contractor match the qualifications of the key position, as described in the contract, with the person who filled the key position?
- Did the contractor support key personnel so they were able to work effectively?
- If a key person did not perform well, what action was taken by the contractor to correct this?
- If a replacement of a key person was necessary, did the replacement meet or exceed the qualifications of the position as described in the contract schedule?

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

Comments:

Attachment J

PERFORMANCE ASSESSMENT BOARD RATING SUMMARY

Contract #: _____ **Period of Rating:** _____

Block 18f – Utilization of Small Business.

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

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

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

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

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

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

Comments:

Block 18g - Other Areas. (Safety)

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

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

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

Comments:

Attachment J

PERFORMANCE ASSESSMENT BOARD RATING SUMMARY

Contract #: _____ **Period of Rating:** _____

Evaluation Ratings Definitions (Excluding Utilization of Small Business)		
Rating	Definition	Note
Exceptional	Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the Government. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
Very Good	Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor was effective.	To justify a Very Good rating, identify a significant event and state how it was a benefit to the Government. There should have been no significant weaknesses identified.
Satisfactory	Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. A fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	To justify Marginal performance, identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the Government. A Marginal rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter).

<p>Unsatisfactory</p>	<p>Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.</p>	<p>To justify an Unsatisfactory rating, identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the Government. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters).</p>
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