

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 83	
2. CONTRACT NO.		3. SOLICITATION NO. N40085-16-R-0323	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 17 Mar 2016	6. REQUISITION/PURCHASE NO.		
7. ISSUED BY NAVFAC MID ATLANTIC PWD PHILADELPHIA 4921 S. BROAD STREET BLDG 1, 2ND FLOOR PHILADELPHIA PA 19112		CODE N40085	8. ADDRESS OFFER TO See Item 7		(If other than Item7)	CODE	
TEL: FAX: 215-897-6932		TEL:		FAX:			

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

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in 4921 S. Broad Street, Bldg 1 until 03:00 PM local time 16 Apr 2016
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME KELLEE J. HAYE	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 215-897-2613	C. E-MAIL ADDRESS kellee.haye@navy.mil
---------------------------	---------------------------	---	---

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM	1 - 5	X	I	CONTRACT CLAUSES	32 - 39
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	6 - 8	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT	9 - 18	X	J	LIST OF ATTACHMENTS	40 - 61
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	19 - 22	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	62 - 74
X	F	DELIVERIES OR PERFORMANCE	23				
X	G	CONTRACT ADMINISTRATION DATA	24 - 28	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	75 - 83
X	H	SPECIAL CONTRACT REQUIREMENTS	29 - 31		M	EVALUATION FACTORS FOR AWARD	

OFFER (Must be fully completed by offeror)

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

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

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

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
----------------------------------	------	----------	---

15B. TELEPHONE NO (Include area code)	<input type="checkbox"/>	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
---------------------------------------	--------------------------	--	---------------	----------------

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN	ITEM
24. ADMINISTERED BY (If other than Item7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section A - Solicitation/Contract Form

SOLICITATION INFORMATION

Bid Guarantee/Bonding Requirements: NOT REQUIRED for this procurement.

Contract Term: This contract contains provisions for a Base Period with two (2) Option Periods, not to exceed a total of three (3) years. The Government has the option to extend the term of the contract in accordance with Section I, Contract Clauses, 5252.217-9301, Option to Extend the Term of the Contract-Services (Jun 1994). In the option periods, the Government may adjust the prices Section A - Solicitation/Contract Form

INFORMATION

A.1 Contract Title: Automotive Fire Apparatus Preventive Maintenance Contract at the Philadelphia Navy Yard, Philadelphia, PA.

A.2 Type of Contract: This is a Combination Firm Fixed Price/Indefinite Delivery-Indefinite Quantity type contract as noted in Section L, Instructions, Conditions, and Notices to Offerors.

A.3 Minimum Guarantee: The Firm Fixed Price portion of the base year only is the minimum guarantee for this contract.

A.4 Set-Aside: This procurement is being offered for competition to 100% SBA Certified Small Business contractors ONLY. Refer to Section I, FAR Clause 52.219-6, Notice of Total Small Business Set-Aside.

A.5 NAICS Code: The NAICS Code assigned to this procurement is 811111 with a small business size standard of \$7,500,000.00. Refer to On-Line Representations and Certifications Applications (ORCA) via <https://www.sam.gov/portal/public/SAM/> (FAR 52.219-1 – Small Business Program Representations (May 2004)).

A.6 Wage Determination: Service Contract Act Wages are included in this solicitation. Refer to Section J if applicable, based on the new Department of Labor Wage Determination.

A.7 Period of Performance: The period of performance will be determined at the time of award.

A.8 Evaluation of Proposals: Proposers shall submit a lump sum price for Section B, CLINs 0001 through 0006 and unit prices for ELINs A through C (on the provided ELIN attachment), referenced in Section J. Refer to FAR 52.217-5, Evaluation of Options (JUL 1990).

A.9 Contract Line Items And Exhibit Line Items

a. Proposers shall enter unit prices and amounts for Contract Line Items (CLINs) and Exhibit Line Items (ELINs) as indicated in the schedules and accompanying exhibits.

b. In the event there is a difference between a unit price and the extended total amount, the unit price will be held to be the intended bid and the total of the CLIN and ELIN will be recomputed accordingly. The CLIN will also be recomputed to take into account the change in the contract ELINs. If the bidder provides a total amount for an ELIN, but fails to enter the unit price, the total amount

divided by the ELIN quantity will be held to be the intended unit price.

c. The Schedule of Firm Fixed Price Work (FFP) (CLINs 0001, 0003 and 0005) and the Schedule of Indefinite Delivery Indefinite Quantity Work (IDIQ) (CLINs 0002, 0004 and 0006) will be used as the basis for deductions in accordance with FAC 5252.246-9303, "CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES" clause, Section E.

d. INDEFINITE DELIVERY INDEFINITE QUANTITY CLINs: The IDIQ ELINs shall be ordered under an individual task order basis.

A.10 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 proposal that the price does not include any contingency for future wage increases.

A.11 Indefinite Delivery Indefinite Quantity Exhibit Line Item Quantities

Once the estimated quantities for individual line items shown in the Schedule 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.

A.12 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 as a Unit Price Task in this contract. Labor for this work will be ordered and paid for based on unit prices for labor proposed by the Contractor listed in the Schedule of Indefinite Delivery Indefinite Quantity work.

b. Estimated hours in the Schedule are a forecast of future requirements. These estimated hours are for performing "Indefinite Delivery 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.

A.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”; 2) or by an authorized Government user via a Government Purchase Card (GPC). When receiving GPC orders against Section B, the contractor shall provide the supplies and services at the offered price without additional markup or handling fee.

A.14 Request For Proposals (RFP) Information/Clarification Questions

Contractors are required to review the entire solicitation package before submitting questions. All questions must be submitted at least 3 days (72 hours) before proposals are due, Send to: Kellee.Haye@Navy.Mil. This is the most efficient way to ensure all questions are addressed in a timely manner.

A.15 Request For Proposal (RFP) Files

This solicitation is being issued electronically and can be accessed on <https://www.neco.navy.mil>. ALL amendments will be posted on NECO.

REMARKS AND EXPLANATIONS ADDRESSED SHALL NOT BE DEEMED OR CONSTRUED TO CONSTITUTE ANY REPRESENTATION OR WARRANTY BY THE DOD, OR A LEGALLY BINDING AGREEMENT, CONTRACT OR COMMITMENT BETWEEN THE DOD AND ANY OTHER PARTY, OR ALTER THE TERMS AND CONDITIONS OF THE SOLICITATION.

It is the sole responsibility of the Offeror to obtain the RFP files, along with any amendments, from this website.

Unprotected editable file copies of the RFP documents including: Word, Excel and/or .pdf files (Adobe Acrobat Files) will not be provided. Please plan accordingly.

A.16 Solicitation

This solicitation incorporates by reference a Statement of Work (SOW) developed by using NAVFAC performance-based specifications. The contractor will be required to meet the specifications as if they were set forth in Section C.

A.17 NOTICE TO OFFERORS:

Offerors are required to submit Section B, Bid Schedule, and Section J, Exhibit Line Items (ELINs) with their proposal (Section J references the submission of Exhibits A – C (separate spreadsheet)). The total of the CLIN is equal to the sum of the ELINs as shown below:

CLINs	ELINs	CLINs	ELINs
0001	A001 through A004	0004	B700 through B704
0002	A700 through A704	0005	C001 through C004
0003	B001 through B004	0006	C700 through C704

A site visit will be scheduled however; the site visit is NOT mandatory for contract award but is encouraged. If the Offeror attends the site visit, it will be at your own expense. The Government will not compensate or be responsible for any associated costs of the optional site visit.

NOTE: The site visit log will NOT be made available to contractors nor will it be posted onto the NECO website.

THE REQUEST FOR PROPOSAL (RFP) IS DUE ON OR BEFORE 18 APRIL 2016 AT 3:00PM EASTERN TIME. THE PROPOSAL MAY BE MAILED (HARD COPY) OR HAND CARRIED TO: NAVFAC MIDLANT PWD PA, 4921 S. BROAD ST., BLDG 1, 2ND FLOOR, ATTN: KELLE J. HAYE - CONTRACTS, PHILADELPHIA, PA 19112.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>BASE YEAR - FIRM FIXED PRICE FFP Schedule of Firm-Fixed Price (FFP) Work - Exhibit Line Items (ELINs) A001 through A004. Price for labor and material to perform work specified in the contract for work specifically identified as being included in the Indefinite Delivery Indefinite Quantity portion of the contract. FOB: Destination</p>	1	Each		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p>BASE YEAR - INDEFINITE QUANTITY FFP Schedule of Indefinite Delivery Indefinite Quantity (IDIQ) Work - Exhibit Line Items (ELINs) A700 through A704. Price for labor, equipment, material, and supervision to perform the Unit Priced Tasks specified in Section J, Attachment 0200000-06 Exhibit Line Item Numbers in accordance with specifications in Section C. Work will be ordered as needed on individual task orders. FOB: Destination</p>	1	Each		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	1ST OPTION YEAR - FIRM FIXED PRICE FFP Schedule of Firm-Fixed Price (FFP) Work - Exhibit Line Items (ELINs) B001 through B004. Price for labor and material to perform work specified in the contract for work specifically identified as being included in the Indefinite Delivery Indefinite Quantity portion of the contract. FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	1ST OPTION YEAR - INDEFINITE QUANTITY FFP Schedule of Indefinite Delivery Indefinite Quantity (IDIQ) Work - Exhibit Line Items (ELINs) B700 through B704. Price for labor, equipment, material, and supervision to perform the Unit Priced Tasks specified in Section J, Attachment 0200000-06 Exhibit Line Item Numbers in accordance with specifications in Section C. Work will be ordered as needed on individual task orders. FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	2ND OPTION YEAR - FIRM FIXED PRICE FFP Schedule of Firm-Fixed Price (FFP) Work - Exhibit Line Items (ELINs) C001 through C004. Price for labor and material to perform work specified in the contract for work specifically identified as being included in the Indefinite Delivery Indefinite Quantity portion of the contract. FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 OPTION	2ND OPTION YEAR - INDEFINITE QUANTITY FFP Schedule of Indefinite Delivery Indefinite Quantity (IDIQ) Work - Exhibit Line Items (ELINs) C700 through C704. Price for labor, equipment, material, and supervision to perform the Unit Priced Tasks specified in Section J, Attachment 0200000-06 Exhibit Line Item Numbers in accordance with specifications in Section C. Work will be ordered as needed on individual task orders. FOB: Destination	1	Each		

NET AMT

Section C - Descriptions and Specifications

STATEMENT OF WORK**REFERENCE NUMBER: C9WY6X****CONTRACT NUMBER: 16-R-0323****SPECIFICATIONS AND CONDITIONS****SECTION 1: GENERAL**

1.1 **GENERAL DESCRIPTION:** This procurement is for a combination Firm Fixed Price (FFP) and indefinite delivery- indefinite quantity (IDIQ) contract for Automotive Fire Apparatus Preventive Maintenance Contract. The Contract is for a three -year period and will consist of a Base Year and 2 Option Years based on satisfactory performance of work. Contractor shall provide all labor, material, equipment and supervision to perform Fire Truck Maintenance work. All work shall be performed in accordance with EM 385-1-1. Contractor shall comply with all federal, state and local regulations. Refer to Section 2 for detailed description of work to be performed.

1.2 **LOCATION:** The work is located at the Philadelphia Naval Business Center, 1301 Kitty Hawk Avenue (Building 56) Philadelphia, PA 19112. See Attachment 3. A representative of the Officer in Charge, NAVFAC Contracts, will indicate the exact location.

1.3 **TIME OF COMPLETION:** Work shall be prosecuted diligently and shall be completed for use within acceptable time frame limits or schedule. The time stated for completion shall include final clean up of the premises. Contractor is required to furnish proof of any cause for delay and must request an extension of the completion date in writing through the Contracting Officer.

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

1.5 **GOVERNMENT POINT OF CONTACT:** The Government Quality Assurance Representative, **To Be Determined**, who is a representative of the Officer in Charge, NAVFAC Contracts, will be the Government's representative.

1.6 **PAYMENT:** Will be made after completion and acceptance of the work by the Government Quality Assurance Representative.

1.7 **GOVERNMENT FURNISHED MATERIALS/UTILITIES:** The Government will furnish the following utility services at existing outlets, for use as may be required for the work to be performed under the contract: electricity and fresh water. Information concerning the location of existing outlets may be obtained from the Contracting Officer. The Contractor shall provide and maintain, at his/her expense, the necessary service lines from existing Government outlets to the site of the work.

Utilities specified above will be furnished at no cost to the Contractor. In the event that the Government is unable to provide the required types of utilities, the Contractor shall, at his/her expense, arrange for the required utilities.

1.8 **PROSECUTION OF WORK:** Work shall be performed during normal duty hours 0630-1700, Monday through Friday. No work shall be performed on Government holidays unless expressly allowed by the Officer in Charge, NAVFAC Contracts.

1.9 **CONTRACTOR'S PRODUCTION REPORT:** The Contractor is required to submit a "Contractor Production Report" on the form furnished by the Government Quality Assurance Representative for this purpose. The form shall be completed daily when work is performed and be provided to the Government Quality Assurance Representative, or delivered to the Office of NAVFAC Contracts, by 10:00 AM the following day.

1.10 **SUBMITTALS:**

The Contractor shall submit the following with his bid proposal:

1.10.1 Attachment 4 1700000 BSVE

The Contractor shall submit the following within 15 days after award:

1.10.2 Certificate of Insurance

1.10.3 List of Key Personnel and Qualifications - 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.

1.10.4 Accident Prevention Plan/Safety Plan

1.10.5 Activity Hazard Analysis in accordance with EM 385-1-1. See Attachment 5 for blank form and sample. See paragraph 3.6.2 for additional information.

1.10.6 Preventive Maintenance Plan

1.10.7 Inspection and Maintenance Schedule. This shall include a Performance Test Schedule, Vehicle State Inspection Schedule, and Road Test and Annual Weight Verification Schedule.

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

The Contractor shall submit the following when requested or required:

1.10.8 Activity Hazard Analysis in accordance with EM 385-1-1. See Attachment 5 for blank form and sample. See paragraph 3.6.2 for additional information. This shall be submitted with each IDIQ task order prior to beginning of work on that task order.

1.10.9 MSDS sheets for materials being used when requested.

1.10.10 Navy Contractor Significant Incident Report, Initial Accident Report, Follow-On Accident Report and Final Accident Report will be required in the event of any accident or injury.

1.10.11 OSHA Citations and Violations Corrective Action Report within 48 hours after receiving a citation.

1.10.12 Inspection, Performance and Maintenance Report within 3 days after completion of work.

1.10.13 Road Test and Annual Weight Verification Report within 3 days after completion of work.

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

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

1.13 **DUST CONTROL:** The amount of dust resulting from demolition shall be controlled to prevent the spread of dust to occupied portions of the construction site and to avoid creation of a nuisance in the surrounding area. Use of water will not be permitted when it will result in, or create, hazardous or objectionable conditions such as ice, flooding and pollution.

1.14 **LIST OF ATTACHMENTS:**

1.14.1 Attachment 1: Section J

1.14.2 Attachment 2: ELIN Schedule to be filled in

1.14.3 Attachment 3: Site map

1.14.4 Attachment 4: 1700000 BSVE

1.14.5 Attachment 5 AHA 2016

NOTE: ATTACHMEN 4: 1700000 is used as an Evaluation Factor for Award all questions must be answered and submitted with the contract bid

1.15 **INSPECTION OF WORK:** Contractor shall inspect all work in accordance with FAR 52.246-4 "Inspection of Services."

SECTION 2: DETAILED DESCRIPTION: The Contractor shall provide all labor, material, tools, equipment, supplies and supervision to perform the following work. All work shall be performed in accordance with EM 385-1-1. Contractor shall comply with all federal, state and local regulations. Refer to Attachment 1 Section J-170000-01 for equipment inventory.

2.1 The requirements for this solicitation are to provide a Preventive Maintenance (PM) program consisting primarily of inspection, testing, cleaning, lubrication, adjustment, calibration and minor part/component replacement as required to verify proper truck and systems operation. The PM program shall also minimize malfunctions, breakdowns and deterioration of equipment and maximize the useful life of the equipment.

2.2 All inspections, maintenance and testing shall be performed by qualified personnel as required by NFPA – 1911 and applicable state regulations.

2.3 The Contractor's PM program shall be developed in accordance with the manufacturer's recommendations and NFPA – 1911 and shall include Inspection and Maintenance, Performance Testing, Road Tests and Annual Weight Verification of the Automotive Fire Apparatus listed in Attachment 1 (Section J-1700000-01).

2.3.1 Inspection and Maintenance - The Contractor shall submit an Inspection and Maintenance schedule within 15 calendar days of contract award and each contract option. The Contractor shall submit an Inspection and Maintenance Report within 3 calendar days of completion. The report shall include equipment items checked and a brief narrative of any items in need of repair. Repairs are not included in Inspection and Maintenance. The Contractor shall notify the KO of any repairs needed and submit a proposal for Non-Recurring work.

2.3.2 Performance Testing - The Contractor shall submit a Performance Testing schedule within 15 calendar days of contract award and each contract option. The Contractor shall submit a Performance Testing Report within 3 calendar days of completion. The report shall include equipment items checked and a brief narrative of any items in need of repair. Repairs are not included in Performance Testing. The Contractor shall notify the KO of any repairs needed and submit a proposal for IDIQ work.

2.3.3 Vehicle State Inspection - Perform annual vehicle inspection in accordance with State of Pennsylvania Regulations applicable to the Gross Vehicle Weight of the vehicle (Ref: Chapter 175.110 Rejection Criteria). The Contractor shall submit a Vehicle State Inspection schedule within 15 calendar days of contract award and each contract option. Perform inspection prior to the expiration of the last annual inspection. Inspector shall be certified to perform the inspection for the class of vehicle. Notify the State of Pennsylvania and install safety inspection stickers on the windshield after the vehicle passes safety inspection. Repairs are not included in State Inspection. The Contractor shall notify the KO of any repairs needed and submit a proposal for IDIQ work.

2.3.4 Road Tests and Annual Weight Verifications - The Contractor shall submit Road Tests and Annual Weight Verification schedule within 15 calendar days of contract award and each contract option. The Contractor shall submit a Road Tests and Annual Weight Verification Report within 3 calendar days of completion. The report shall include equipment items checked and a brief narrative of any items in need of repair. Repairs are not included in Road Tests and Annual Weight Verification. The Contractor shall notify the KO of any repairs needed and submit a proposal for IDIQ work.

2.4 Non-Recurring work may be ordered at any time by the Contracting Officer on a task order in accordance with the Procedures for Issuing Task Orders. The order will specify the exact location and type of work to be accomplished. The period of performance will be specified on each order. Refer to Non-Recurring ELINs in Attachment 2 (ELIN Schedule) for task listings, descriptions, and related requirements. All periods of performance are measured from issue date of order to acceptance of the work.

2.5 All equipment and parts furnished and installed by the Contractor shall be warranted against defects and workmanship for a period of not less than one year at no additional cost to the Government during regular working hours. Manufacturer's warranty for all parts will take effect upon the expiration date of the Contractor's one year warranty.

SECTION 3: ADMINISTRATIVE AND SAFETY REQUIREMENTS

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

3.2 Station Regulations:

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

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

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

3.4 Environmental Protection: The Contractor shall comply with all federal, state and local environmental protection laws and the regulations and standards. The Contractor shall coordinate all environmental protection matters with the Contracting Officer. The Activity Environmental Protection Coordinator or other authorized officials may inspect any of the facilities operated or maintained by the Contractor at any time and without prior notice. If a regulatory agency assesses a monetary fine against the Government for violations resulting from Contractor actions, the Contractor shall reimburse the Government for the amount of the fine and related costs. The Contractor shall clean up any oil or chemical spills resulting from his operations at his own expense. The Contractor shall not create a nuisance or hazard to the health of military or civilian personnel.

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

3.5.1 Segregate and recycle all debris generated by the work and remove off station to a licensed facility. Debris shall be removed and transported in such a manner that prevents spillage on streets or adjacent areas. Local regulations regarding hauling and disposal shall apply.

3.5.2 Submit a report with invoice that includes the following:

- a. Amount (by weight) and type of waste materials disposed of in a landfill or incinerator. Provide destination and the tip fee per ton.

- b. Amount (by weight) and type of materials salvaged for sale, salvaged for reuse, and recycled. Provide destination and revenue generated for each material.

3.6 Safety Requirements and Reports:

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

3.6.1.1 Personal Protective Equipment Minimum Requirements:

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

3.6.1.2. **Display of Safety Information:** Within one calendar day after commencement of work, erect a safety bulletin board at the job site. The following information shall be displayed on the safety bulletin board in clear view of the on-site construction personnel, maintained current, and protected against the elements and unauthorized removal.

- a. Map denoting the route to the nearest emergency care facility.
- b. Emergency phone numbers.
- c. Copy of AHA's.
- d. OSHA 300A form.

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

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

Use, inspection and maintenance:

- a. Hand and power tools shall be used, inspected, and maintained in accordance with the manufacturers' instructions and recommendations and shall be used only for the purpose for which designed.

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

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

- a. All guards must be functional.
- b. Reciprocating, rotating, and moving parts of equipment shall be guarded if exposed to contact by employees or otherwise create a hazard.

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

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

3.6.1.7 Lockout/Tag Out: Coordinate all control activities with the Designated Government Representative. Apply, monitor and remove proper lockout and tag out devices.

3.6.1.8 Sanitation Requirements: Provide drinking water and toilets as needed for construction personnel.

3.6.1.9 Fire Protection: Provide two ABC fire extinguishers at the work site to guard against potential fires.

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

3.6.1.11 Machinery and Mobile Equipment: The Contractor shall complete an equipment checklist for any construction equipment (backhoes, lift trucks, bobcats) that will be used on site.

3.6.1.12 Confined Space: For Confined Space areas follow procedures outlined in Section 34 of EM-385-1-1.

3.6.2 Activity Hazard Analysis:

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

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

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

3.6.3 Accident Reports and Notifications:

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

3.6.3.2 **Accident Notification:** Notify the Contracting Officer as soon as practical, but not later than four hours after any accident meeting the definition of recordable injuries or illnesses or high visibility accidents, property damage equal to or greater than \$2,000. Information shall include Contractor name, contract title, type of contract, name of activity, installation or location where accident occurred, date and time of accident, names of personnel injured, extent of property damage (if any), extent of injury (if known) and brief description of accident (to include type of Fire Apparatus equipment used, PPE used, etc.). Preserve the conditions and evidence on the accident site until the Government investigation team arrives on site and Government investigation is conducted.

3.6.3.3 **Definition of a Recordable Injury or Illness:** Any work related injury or illness that results in:

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

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

3.6.5 The Contractor's workspace may be inspected periodically for OSHA and Navy violations. Abatement of violations will be the responsibility of the Contractor and/or the Government as determined by the Contracting Officer. The Contractor shall provide assistance to the Safety Office escort and the federal or state OSHA inspector if a complaint is filed. Any fines levied on the Contractor by federal or state OSHA offices due to safety/health violations shall be paid promptly.

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

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

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

3.8 Identification of Contractor Employees:

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

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

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

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

3.8.5 No employee or representative of the Contractor will be admitted to the site of work unless he/she furnishes satisfactory proof that he/she is a citizen of the United States.

3.8.6 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.

3.9 Identification of Contractor Vehicles: The company name shall be displayed on each of the Contractor's vehicles in a manner and size that is clearly visible. All vehicles shall display a valid state license plate and safety inspection sticker, if applicable, and shall be maintained in good repair.

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

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

Section E - Inspection and Acceptance

INSPECTION & ACCEPTANCE

E.1 ACCEPTANCE

The performance and quality of work delivered by the contractor, including services rendered and any documentation or written material compiled shall be subject to inspection, review, and acceptance by the Government.

E.2 CONTRACTOR QUALITY CONTROL (QC)

- a. The Contractor shall establish and maintain a Quality Control Program in accordance with the FAR 52.246-4, "INSPECTION OF SERVICES - FIXED PRICE" clause, Section E, to ensure that the work performed under the contract conforms to the contract requirements. The Contractor shall submit to the Contracting Officer, a Quality Control Plan (QCP) for approval 15 calendar days after award of the contract. A general description of the Contractor's Quality Control (QC) program shall be available for Government review during the pre-award survey.
- b. The Contractor's QCP shall provide top Contractor management with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations.
- c. The QCP shall include:
 - (1) A description of the Contractor's quality control system. The system must cover all contract services, specify work to be inspected on either a schedule or unscheduled basis, and describe how inspections are to be conducted.
 - (2) The name(s) and qualifications of the individual(s) responsible for performing the quality control inspections, and the extent of their authority.
 - (3) Provisions for recording the results of inspections and for recording corrective action taken.
 - (4) Provisions to update and revise the QCP during the performance of the contract.
- d. A file of all Quality Control inspections both performed and scheduled, inspection results, and dates and details of corrective actions taken shall be maintained by the Contractor through the term of this contract. The file shall be the property of the Government and made available to the Contracting Officer during regular working hours. The file shall be turned over to completion/termination of the contract.

E.3 GOVERNMENT QUALITY ASSURANCE (QA)

In accordance with the FAR 52.246-4, "INSPECTION OF SERVICES - FIXED PRICE" clause, Section E, each phase of the services rendered under this contract is subject to Government inspection, during the Contractor's operations and after completion of the tasks. The Government's Quality Assurance Surveillance Program is not a substitute for Quality Control by the Contractor. All findings of unsatisfactory or non-performed work will be administered in accordance with the "CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES" clause, Section E. All costs associated with rework are the responsibility of the Contractor. The Government reserves the right to choose the inspection methods to be used in implementing its Quality Assurance Program and to vary the inspection methods utilized during the work, without notice to the contractor.

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

CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

5252.223-9300 INSPECTION BY REGULATORY AGENCIES (JUN 1994)

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

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

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

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

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

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

(1) may give the Contractor written notice of observed deficiencies prior to withholding payment for unsatisfactory or non-performed work and/or assessing liquidated damages. Such written notice shall not be a prerequisite for withholding payment for nonperformed work. The Government may specify, as provided for below,

that liquidated damages can be assessed against the Contractor. Such liquidated damages are to compensate the Government for administrative costs and other expenses resulting from the unsatisfactory or nonperformed work.

(2) may, at its option, allow the Contractor an opportunity to re-perform the unsatisfactory or nonperformed work, at no additional cost to the Government. In the case of daily work, corrective action must be completed within Twenty-Four (24) hours of notice to the Contractor. In the case of other work, corrective action must be completed within Forty-Eight (48) hours of notice. In addition, the Government can assess liquidated damages, as referenced above, in the amount of Fifteen (15) percent of the value of all observed defects. The original inspection results of the Contractor's work will not be modified upon re-inspection. However, the Contractor will be paid for satisfactorily re-performed work.

(3) shall withhold from the Contractor's invoice all amounts associated with the unsatisfactory or nonperformed work at the prices set out in the Schedule or provided by other provisions of this contract, unless the Contractor is required to re-perform and satisfactorily complete the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of Fifteen (15) percent of the value of all observed defects.

(4) may, at its option, perform the work by Government personnel or by other means. The Government will reduce the amount of payment to the Contractor, by the amount paid to any Government personnel (based on wages, retirement and fringe benefits) plus material, or by the actual costs incurred to accomplish the work by other means. If the actual costs cannot be readily determined, the prices set out in the Schedule will be used as the basis for the deduction. In addition, the Government can assess liquidated damages, as referenced above, in the amount of Fifteen (15) percent of the computed cost.

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

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

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

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

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

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

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

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

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

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

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

Section F - Deliveries or Performance

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

Section G - Contract Administration Data

GOVERNMENT PURCHASE CARD

GOVERNMENT PURCHASE CARD PROGRAM- The contractor shall accept orders placed by authorized GPC users. The Government Purchase Card is a purchasing instrument issued through a commercial bank to a Government Agency to facilitate micro purchases. A micro purchase is any order for supplies or services of \$2,500.00 or less, or order for construction services of \$2,000.00 or less. The Contractor processes micro purchases under the GPC program exactly as they would process a charge by an individual using a personal credit card.

CLAUSES INCORPORATED BY FULL TEXT

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUNE 2012)

(a) Definitions. As used in this clause—

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(4) Receiving report means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted

vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Routing Data Table*

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

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

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

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

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

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

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

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

5252.216-9313 MAXIMUM QUANTITIES (JUN 1994)

As referred to in 5252.216-9310, "COMBINATION FIRM FIXED-PRICE/INDEFINITE-QUANTITY CONTRACT" clause, the minimum guarantee of work is the firm fixed-price portion of the contract. The maximum dollar value of the contract is the total dollar value of the fixed-price and indefinite quantity Items. The maximum shall not be exceeded except as may be provided by formal modification to the contract.

CLAUSES INCORPORATED BY FULL TEXT

5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

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

X 1. The Contracting Officer's Representative (COR) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.

X 2. The designated Contract Specialist will be the Administrative Contracting Officer's representative on all other contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or delivery orders.

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

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

Within 15 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 H - Special Contract Requirements

SPECIAL REQUIREMENTS**SECURITY REQUIREMENTS:**

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

CONTRACTOR EMPLOYEES:

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

INSURANCE:

a. The Contractor shall procure and maintain, during the entire period of performance under this contract, the following minimum insurance coverage:

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

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

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

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

“Contractor Support of Electronic Contracting (DOD EMALL)

The contractor is required to offer IQ pre-priced line item services to authorized Government personnel when they are ordering the work directly via the Government Purchase Card (GPC) program. When receiving GPC orders against Section B, the contractor shall provide the supplies and services at the offered price without additional markup or handling fee.

The contractor agrees to accept and process electronically submitted GPC orders for IQ services, including those orders issued through the DOD EMALL. The DOD EMALL is a U.S. Government (USG) owned and operated web-based ordering system that enables any Department of Defense (DOD) or Federal activity to search for and order goods and services. Authorized GPC users will receive approved accounts on DOD EMALL to view and order IQ line items.

The contractor is required to receive electronic IQ orders from the DOD EMALL using 128-bit encrypted email. The contractor agrees to purchase, install, and utilize the most recent version of PGP Personal software, or a comparable solution, for the purpose of decrypting order notification emails from the DOD EMALL. In addition, the DoD has established the External Certification Authority (ECA) program to support the issuance of DoD- approved certificates to contractors. The ECA program is designed to provide the mechanism for contractors to securely communicate with the DoD

and authenticate to DoD Information Systems. The contractor agrees to purchase, install, maintain and use a DoD-approved ECA certificate. Information on obtaining an ECA certificate can be found at <http://iase.disa.mil/pki/eca/certificate.html>

The contractor shall post updates on order delivery schedule and performance to the DOD EMALL in a timely manner.

The contractor shall track quantities and report total ordered quantity in DOD EMALL and approved DD 1155's by line item number each month and year-to-date. The report shall be due to the Contracting Officer by the fifth day of the following month. The contractor must track and report when total dollar value of all orders from both GPC purchases and DD 1155s exceed 75% of the combined Section B Pre-Priced Line Item quantities."

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-6	Data Universal Numbering System Number	JUL 2013
52.204-7	System for Award Management	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2016
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-26	Equal Opportunity	APR 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	MAY 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-1	Payments	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JUL 2013
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-36	Payment by Third Party	MAY 2014
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.243-1	Changes--Fixed Price	AUG 1987
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-4	Changes	JUN 2007
52.246-25	Limitation Of Liability--Services	FEB 1997

52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	DEC 2015
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2010
252.215-7000	Pricing Adjustments	DEC 2012
252.215-7004	Requirement for Submission of Data Other Than Certified Cost or Pricing Data--Modifications-Canadian Commercial Corporation.	OCT 2013
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.225-7048	Export-Controlled Items	JUN 2013
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Combination Firm-Fixed-Price (FFP) / Indefinite Delivery / Indefinite Quantity (IDIQ) Service contract resulting from this solicitation.

(End of provision)

52.216-18 ORDERING. (OCT 1995)

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

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

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

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

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

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

(1) Any order for a single item in excess of IDIQ ELINs;

(2) Any order for a combination of items in excess of IDIQ ELINs; or

(3) A series of orders from the same ordering office within 3 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 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

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

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

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

(a) Definition.

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

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

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

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

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

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

(d) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

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

5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

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

5252.216-9310 COMBINATION FIRM FIXED-PRICE/INDEFINITE QUANTITY CONTRACT (MAR 2002)

(a) This is a combination firm fixed-price/indefinite quantity contract for the supplies or services specified, and effective for the period stated in the Schedule and any accompanying exhibits. Work items for the fixed-price portion are identified in the Schedule and any accompanying exhibits and include all work except that identified as Indefinite Quantity. The fixed-price quantities shown in the Schedule and any accompanying exhibits are considered to be accurate estimates for this contract period.

(b) Work items for the indefinite quantity portion of the contract are identified in the Schedule and any accompanying exhibits. The quantities of supplies and services specified in accompanying exhibits and the Schedule as Indefinite Quantity are estimates only and may be ordered by issuance of separate task orders.

(c) Delivery or performance shall be made only as authorized by orders issued in accordance with FAR clause 52.216-18. Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule and any accompanying exhibits up to the contract stated maximum. The minimum guarantee of work to be ordered is the firm fixed-price portion of the contract.

(d) Except for any limitations on quantities in FAR clause 52.216-19, in the Schedule, and in any accompanying exhibits, 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.

(e) 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. (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.

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

(b) The total duration of this contract, including the exercise of any options under this clause, shall not exceed Thirty-Six (36) months.

(End of Clause)

5252.236-9303 ACCIDENT PREVENTION (NOV 1998)

- (a) The Contractor will maintain an accurate record of, and will report to the Contracting Officer in the manner and on the forms prescribed by the Contracting Officer, all accidents resulting in death, traumatic injury, occupational disease, and damage to property, materials, supplies and equipment incident to work performed under this contract.
- (b) Compliance with the provisions of this article by subcontractors will be the responsibility of the Contractor.
- (c) Prior to commencement of the work, the Contractor may be required to:
- (1) submit in writing his proposals for effectuating provision for accident prevention;
 - (2) meet in conference with representatives of the Contracting Officer to discuss and develop mutual understandings relative to administration of the overall safety program.

5252.236-9305 AVAILABILITY OF UTILITIES (JUN 1994)

When available, the government will furnish reasonable amounts of the following utilities for the work to be performed under this contract at no cost to the Contractor. Information concerning the location of existing outlets may be secured from the OIC. The Contractor shall provide and maintain, at his expense, the necessary service lines from existing Government outlets to the site of work.

Electric - Water - Compressed Air

Contractor Furnished Utilities: In the event that the Government is unable to provide the required types of utilities, the Contractor shall, at his expense, arrange for the required utilities.

Contractor Energy Conservation: The Contractor shall be directly responsible for instructing employees in utilities conservation practices. The Contractor shall be responsible for operating under conditions which preclude the waste of utilities, which shall include:

- a. Lights shall be used only in areas where and at the time when work is actually performed.
- b. Mechanical equipment controls for heating, ventilation and air conditioning systems will not be adjusted by the workers.
- c. Water faucets or valves shall be turned off after the required usage has been accomplished.

Telephone Lines. Telephone lines for the sole use of the Contractor will not be available. Government telephones shall not be used for personal reasons.

Contractor Availability. The Contractor shall maintain a telephone at which he or his representative may be reached 24 hours daily. The telephone shall be listed in the contractor's name. If the Contractor does not have a local telephone, he shall maintain a toll free emergency telephone (or accept collect calls from authorized Government personnel) at which he or his representative may be reached at night, weekends and holidays. It is mandatory that the Contractor or his representative be available to a toll-free telephone 24 hours per day, seven days per week,

including holidays. He shall notify the OIC in writing of the mailing address and telephone number within three days after award of this contract and immediately thereafter in the event of change.

5252.237-9302 SITE VISIT (JUL 1995)

The site will be available for visitation at 10:00 AM on 31 March 2016. Please contact Government Engineering Tech Mark Gallagher at 215-897-4958 or email mark.j.gallagher@navy.mil to confirm attendance at the site visit. Potential bidders/Offerors are instructed to meet at the NAVFAC Midlant PWD building listed below and will then be escorted over to the Fire House building for the site visit.

NAVFAC Midlant PWD
4921 S. Broad Street, Building 1
Philadelphia, PA 19112

b. Visitors may be required to present documentation evidencing personal identification and firm affiliation.

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

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

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

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

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

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

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

Government. The Contractor shall be responsible for the cost of any repairs or replacement caused by negligence or abuse.

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

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

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

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

OR-

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

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

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

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS

SECTION J DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS <u>TABLE OF CONTENTS</u>	
<u>ATTACHMENT NUMBER</u>	<u>ATTACHMENT TITLE</u>
J-0200000-01	DEFINITIONS AND ACRONYMS
J-0200000-02	WAGE DETERMINATIONS
J-0200000-03	REFERENCES, INSTRUCTIONS, DIRECTIVES
J-0200000-04	INVOICING PROCEDURES
J-0200000-05	FORMS
J-0200000-06	EXHIBIT LINE ITEM NUMBERS
J-1700000-01	AUTOMOTIVE FIRE APPARATUS INVENTORY

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.
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.
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) Response Time	A method used by the Contractor to control the quality of goods and services produced. 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.

Acronym	Title
ACO	Administrative Contracting Officer
CDR	Contract Discrepancy Report
CMMS	Computerized Maintenance Management System
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
FFP	Firm Fixed Price
FSC	Facility Support Contract
GFE	Government-furnished Equipment
GFF	Government-furnished Facilities
GFM	Government-furnished Materials
GPWS	Guide Performance Work Statements
HCA	Head Contracting Agency
ICP	Integrated Contingency Plan
IDIQ	Indefinite Delivery Indefinite Quantity
KO	Contracting Officer
LAN	Local Area Network
MSDS	Material Safety Data Sheets
NAVFAC	Naval Facilities Engineering Command
NOSC	Navy-On-Scene Coordinator
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
TE	Technical Exhibit
VIQ	Variation in Quantity
WBS	Work Breakdown Structure

ATTACHMENT J-0200000-02
WAGE DETERMINATIONS

WD 05-2449 (Rev.-17) was first posted on www.wdol.gov on 01/05/2016

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

| Wage Determination No.: 2005-2449
 Daniel W. Simms Division of | Revision No.: 17
 Director Wage Determinations | Date Of Revision: 12/29/2015

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000	- Administrative Support And Clerical Occupations	
01011	- Accounting Clerk I	14.53
01012	- Accounting Clerk II	16.31
01013	- Accounting Clerk III	18.24
01020	- Administrative Assistant	27.42
01040	- Court Reporter	21.74
01051	- Data Entry Operator I	14.22
01052	- Data Entry Operator II	15.51
01060	- Dispatcher, Motor Vehicle	17.92
01070	- Document Preparation Clerk	13.66
01090	- Duplicating Machine Operator	13.66
01111	- General Clerk I	13.45
01112	- General Clerk II	14.68
01113	- General Clerk III	16.48
01120	- Housing Referral Assistant	24.11
01141	- Messenger Courier	12.91
01191	- Order Clerk I	14.81
01192	- Order Clerk II	15.68

01261 - Personnel Assistant (Employment) I	16.56
01262 - Personnel Assistant (Employment) II	18.52
01263 - Personnel Assistant (Employment) III	20.64
01270 - Production Control Clerk	22.74
01280 - Receptionist	14.72
01290 - Rental Clerk	16.83
01300 - Scheduler, Maintenance	17.52
01311 - Secretary I	19.12
01312 - Secretary II	21.84
01313 - Secretary III	24.11
01320 - Service Order Dispatcher	16.76
01410 - Supply Technician	27.02
01420 - Survey Worker	17.92
01531 - Travel Clerk I	13.42
01532 - Travel Clerk II	14.10
01533 - Travel Clerk III	15.03
01611 - Word Processor I	15.91
01612 - Word Processor II	17.86
01613 - Word Processor III	19.98
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.83
05010 - Automotive Electrician	22.03
05040 - Automotive Glass Installer	20.34
05070 - Automotive Worker	21.11
05110 - Mobile Equipment Servicer	19.63
05130 - Motor Equipment Metal Mechanic	22.81
05160 - Motor Equipment Metal Worker	21.22
05190 - Motor Vehicle Mechanic	22.83
05220 - Motor Vehicle Mechanic Helper	18.71
05250 - Motor Vehicle Upholstery Worker	20.54
05280 - Motor Vehicle Wrecker	21.22
05310 - Painter, Automotive	22.14
05340 - Radiator Repair Specialist	21.22
05370 - Tire Repairer	14.89
05400 - Transmission Repair Specialist	23.49
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.05
07041 - Cook I	12.99
07042 - Cook II	13.84
07070 - Dishwasher	9.76
07130 - Food Service Worker	11.55
07210 - Meat Cutter	17.30
07260 - Waiter/Waitress	10.10
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.40
09040 - Furniture Handler	17.39
09080 - Furniture Refinisher	22.85
09090 - Furniture Refinisher Helper	19.50
09110 - Furniture Repairer, Minor	21.21
09130 - Upholsterer	19.41
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.81
11060 - Elevator Operator	12.33
11090 - Gardener	16.09
11122 - Housekeeping Aide	12.81
11150 - Janitor	12.81
11210 - Laborer, Grounds Maintenance	13.67
11240 - Maid or Houseman	11.29
11260 - Pruner	12.83

11270 - Tractor Operator	15.33
11330 - Trail Maintenance Worker	13.76
11360 - Window Cleaner	13.61
12000 - Health Occupations	
12010 - Ambulance Driver	17.48
12011 - Breath Alcohol Technician	20.44
12012 - Certified Occupational Therapist Assistant	22.91
12015 - Certified Physical Therapist Assistant	22.60
12020 - Dental Assistant	18.36
12025 - Dental Hygienist	32.95
12030 - EKG Technician	30.31
12035 - Electroneurodiagnostic Technologist	30.31
12040 - Emergency Medical Technician	17.48
12071 - Licensed Practical Nurse I	20.15
12072 - Licensed Practical Nurse II	22.05
12073 - Licensed Practical Nurse III	24.57
12100 - Medical Assistant	14.97
12130 - Medical Laboratory Technician	21.17
12160 - Medical Record Clerk	15.47
12190 - Medical Record Technician	17.00
12195 - Medical Transcriptionist	17.02
12210 - Nuclear Medicine Technologist	34.99
12221 - Nursing Assistant I	10.52
12222 - Nursing Assistant II	11.83
12223 - Nursing Assistant III	12.91
12224 - Nursing Assistant IV	14.49
12235 - Optical Dispenser	21.62
12236 - Optical Technician	16.60
12250 - Pharmacy Technician	15.13
12280 - Phlebotomist	14.49
12305 - Radiologic Technologist	28.02
12311 - Registered Nurse I	29.51
12312 - Registered Nurse II	32.76
12313 - Registered Nurse II, Specialist	32.76
12314 - Registered Nurse III	39.32
12315 - Registered Nurse III, Anesthetist	39.32
12316 - Registered Nurse IV	47.11
12317 - Scheduler (Drug and Alcohol Testing)	23.50
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.74
13012 - Exhibits Specialist II	28.77
13013 - Exhibits Specialist III	35.16
13041 - Illustrator I	22.94
13042 - Illustrator II	30.61
13043 - Illustrator III	37.43
13047 - Librarian	31.00
13050 - Library Aide/Clerk	16.83
13054 - Library Information Technology Systems Administrator	27.98
13058 - Library Technician	17.62
13061 - Media Specialist I	18.35
13062 - Media Specialist II	20.52
13063 - Media Specialist III	22.88
13071 - Photographer I	17.96
13072 - Photographer II	19.97
13073 - Photographer III	25.04
13074 - Photographer IV	30.62
13075 - Photographer V	37.06
13110 - Video Teleconference Technician	22.29

14000 - Information Technology Occupations	
14041 - Computer Operator I	18.50
14042 - Computer Operator II	20.70
14043 - Computer Operator III	23.06
14044 - Computer Operator IV	25.64
14045 - Computer Operator V	28.39
14071 - Computer Programmer I (see 1)	
14072 - Computer Programmer II (see 1)	
14073 - Computer Programmer III (see 1)	
14074 - Computer Programmer IV (see 1)	
14101 - Computer Systems Analyst I (see 1)	
14102 - Computer Systems Analyst II (see 1)	
14103 - Computer Systems Analyst III (see 1)	
14150 - Peripheral Equipment Operator	18.50
14160 - Personal Computer Support Technician	25.64
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	33.14
15020 - Aircrew Training Devices Instructor (Rated)	40.11
15030 - Air Crew Training Devices Instructor (Pilot)	48.06
15050 - Computer Based Training Specialist / Instructor	33.14
15060 - Educational Technologist	30.33
15070 - Flight Instructor (Pilot)	48.06
15080 - Graphic Artist	24.99
15090 - Technical Instructor	24.41
15095 - Technical Instructor/Course Developer	29.85
15110 - Test Proctor	19.71
15120 - Tutor	19.71
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.77
16030 - Counter Attendant	9.77
16040 - Dry Cleaner	12.76
16070 - Finisher, Flatwork, Machine	9.77
16090 - Presser, Hand	9.77
16110 - Presser, Machine, Drycleaning	9.77
16130 - Presser, Machine, Shirts	9.77
16160 - Presser, Machine, Wearing Apparel, Laundry	9.77
16190 - Sewing Machine Operator	13.65
16220 - Tailor	14.52
16250 - Washer, Machine	10.80
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.24
19040 - Tool And Die Maker	24.23
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	19.21
21030 - Material Coordinator	20.91
21040 - Material Expediter	20.91
21050 - Material Handling Laborer	13.92
21071 - Order Filler	13.88
21080 - Production Line Worker (Food Processing)	19.21
21110 - Shipping Packer	16.45
21130 - Shipping/Receiving Clerk	16.45
21140 - Store Worker I	16.93
21150 - Stock Clerk	19.11
21210 - Tools And Parts Attendant	19.21
21410 - Warehouse Specialist	19.21
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.75
23021 - Aircraft Mechanic I	25.74
23022 - Aircraft Mechanic II	26.75

23023 - Aircraft Mechanic III	28.12
23040 - Aircraft Mechanic Helper	20.97
23050 - Aircraft, Painter	21.66
23060 - Aircraft Servicer	22.92
23080 - Aircraft Worker	23.95
23110 - Appliance Mechanic	21.01
23120 - Bicycle Repairer	15.11
23125 - Cable Splicer	34.08
23130 - Carpenter, Maintenance	24.40
23140 - Carpet Layer	22.57
23160 - Electrician, Maintenance	29.02
23181 - Electronics Technician Maintenance I	25.72
23182 - Electronics Technician Maintenance II	27.03
23183 - Electronics Technician Maintenance III	27.92
23260 - Fabric Worker	21.87
23290 - Fire Alarm System Mechanic	23.71
23310 - Fire Extinguisher Repairer	22.72
23311 - Fuel Distribution System Mechanic	26.86
23312 - Fuel Distribution System Operator	23.17
23370 - General Maintenance Worker	21.37
23380 - Ground Support Equipment Mechanic	25.74
23381 - Ground Support Equipment Servicer	22.92
23382 - Ground Support Equipment Worker	23.95
23391 - Gunsmith I	22.07
23392 - Gunsmith II	23.77
23393 - Gunsmith III	25.51
23410 - Heating, Ventilation And Air-Conditioning Mechanic	25.17
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	26.15
23430 - Heavy Equipment Mechanic	24.33
23440 - Heavy Equipment Operator	27.08
23460 - Instrument Mechanic	25.03
23465 - Laboratory/Shelter Mechanic	24.64
23470 - Laborer	15.83
23510 - Locksmith	23.29
23530 - Machinery Maintenance Mechanic	24.32
23550 - Machinist, Maintenance	21.24
23580 - Maintenance Trades Helper	18.52
23591 - Metrology Technician I	25.03
23592 - Metrology Technician II	26.01
23593 - Metrology Technician III	26.83
23640 - Millwright	25.21
23710 - Office Appliance Repairer	23.06
23760 - Painter, Maintenance	21.97
23790 - Pipefitter, Maintenance	30.24
23810 - Plumber, Maintenance	26.56
23820 - Pneudraulic Systems Mechanic	25.51
23850 - Rigger	25.51
23870 - Scale Mechanic	23.77
23890 - Sheet-Metal Worker, Maintenance	26.51
23910 - Small Engine Mechanic	18.79
23931 - Telecommunications Mechanic I	25.91
23932 - Telecommunications Mechanic II	26.92
23950 - Telephone Lineman	28.29
23960 - Welder, Combination, Maintenance	20.91
23965 - Well Driller	23.53
23970 - Woodcraft Worker	25.51
23980 - Woodworker	19.14

24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.00
24580 - Child Care Center Clerk	14.96
24610 - Chore Aide	11.62
24620 - Family Readiness And Support Services Coordinator	14.06
24630 - Homemaker	14.79
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.73
25040 - Sewage Plant Operator	22.47
25070 - Stationary Engineer	22.73
25190 - Ventilation Equipment Tender	18.74
25210 - Water Treatment Plant Operator	22.47
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.30
27007 - Baggage Inspector	13.48
27008 - Corrections Officer	24.29
27010 - Court Security Officer	27.70
27030 - Detection Dog Handler	18.81
27040 - Detention Officer	24.29
27070 - Firefighter	27.25
27101 - Guard I	13.48
27102 - Guard II	18.81
27131 - Police Officer I	28.28
27132 - Police Officer II	31.43
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.46
28042 - Carnival Equipment Repairer	12.02
28043 - Carnival Equipment Worker	9.59
28210 - Gate Attendant/Gate Tender	16.04
28310 - Lifeguard	12.78
28350 - Park Attendant (Aide)	17.94
28510 - Recreation Aide/Health Facility Attendant	11.54
28515 - Recreation Specialist	22.22
28630 - Sports Official	14.29
28690 - Swimming Pool Operator	17.23
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.30
29020 - Hatch Tender	24.30
29030 - Line Handler	24.30
29041 - Stevedore I	23.38
29042 - Stevedore II	25.20
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.17
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.31
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.98
30021 - Archeological Technician I	20.33
30022 - Archeological Technician II	22.75
30023 - Archeological Technician III	28.18
30030 - Cartographic Technician	28.27
30040 - Civil Engineering Technician	26.15
30061 - Drafter/CAD Operator I	20.33
30062 - Drafter/CAD Operator II	22.75
30063 - Drafter/CAD Operator III	25.36
30064 - Drafter/CAD Operator IV	31.21
30081 - Engineering Technician I	18.23
30082 - Engineering Technician II	20.47
30083 - Engineering Technician III	23.23
30084 - Engineering Technician IV	28.83

30085 - Engineering Technician V	35.18
30086 - Engineering Technician VI	42.58
30090 - Environmental Technician	21.49
30210 - Laboratory Technician	25.35
30240 - Mathematical Technician	28.18
30361 - Paralegal/Legal Assistant I	19.08
30362 - Paralegal/Legal Assistant II	23.64
30363 - Paralegal/Legal Assistant III	28.92
30364 - Paralegal/Legal Assistant IV	34.64
30390 - Photo-Optics Technician	28.18
30461 - Technical Writer I	21.76
30462 - Technical Writer II	26.62
30463 - Technical Writer III	34.22
30491 - Unexploded Ordnance (UXO) Technician I	24.25
30492 - Unexploded Ordnance (UXO) Technician II	29.35
30493 - Unexploded Ordnance (UXO) Technician III	35.17
30494 - Unexploded (UXO) Safety Escort	24.25
30495 - Unexploded (UXO) Sweep Personnel	24.25
30620 - Weather Observer, Combined Upper Air Or (see 3)	25.36
Surface Programs	
30621 - Weather Observer, Senior (see 3)	28.18
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	15.22
31030 - Bus Driver	19.16
31043 - Driver Courier	18.13
31260 - Parking and Lot Attendant	10.54
31290 - Shuttle Bus Driver	19.00
31310 - Taxi Driver	12.01
31361 - Truckdriver, Light	19.00
31362 - Truckdriver, Medium	19.28
31363 - Truckdriver, Heavy	19.99
31364 - Truckdriver, Tractor-Trailer	19.99
99000 - Miscellaneous Occupations	
99030 - Cashier	11.80
99050 - Desk Clerk	12.64
99095 - Embalmer	33.77
99251 - Laboratory Animal Caretaker I	11.48
99252 - Laboratory Animal Caretaker II	12.25
99310 - Mortician	34.20
99410 - Pest Controller	17.02
99510 - Photofinishing Worker	14.65
99710 - Recycling Laborer	18.72
99711 - Recycling Specialist	21.14
99730 - Refuse Collector	17.57
99810 - Sales Clerk	12.43
99820 - School Crossing Guard	11.48
99830 - Survey Party Chief	20.60
99831 - Surveying Aide	12.23
99832 - Surveying Technician	18.07
99840 - Vending Machine Attendant	14.45
99841 - Vending Machine Repairer	16.98
99842 - Vending Machine Repairer Helper	14.45

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

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

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

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

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

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

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

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

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

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

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

3) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the

terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

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

When preparing a conformance request, the "Service Contract Act Directory of

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

<u>ATTACHMENT J-0200000-03</u> <u>REFERENCES, INSTRUCTIONS, DIRECTIVES</u>	
<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
OSHA 29 CFR 1910.1200	Hazardous Materials
CFR Title 40	Protection of Environment
29 CFR 1910.1001 and 1926.58	Asbestos, Thermolite, Anthophyllite, and Actinolite: "Final Rule"
NFPA 1911	Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus

ATTACHMENT J-0200000-05 <u>FORMS</u>	
<u>FORM NAME</u>	<u>USE OF FORM</u>
Service Repair Order	Service Repair Order used to describe requested IDIQ work
DD Form 1155	ORDER FOR SUPPLIES OR SERVICES
OSHA Form 300	Log of Work Related Injuries & Illnesses OSHA forms are available on the Internet under " www.osha.gov ".
OSHA Form 300A	Summary of Work Related Injuries & Illnesses OSHA forms are available on the Internet under " www.osha.gov ".
OSHA Form 301	Injuries and Illnesses Incident Report OSHA forms are available on the Internet under " www.osha.gov ".

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

ORDER FOR SUPPLIES OR SERVICES					PAGE 1 OF					
1. CONTRACT/PURCH ORDER/AGREEMENT NO.		2. DELIVERY ORDER/CALL NO.		3. DATE OF ORDER/CALL (YYYYMMDD)	4. REQUISITION/PURCH REQUEST NO.	5. PRIORITY				
6. ISSUED BY CODE <input type="text"/>			7. ADMINISTERED BY (If other than 6) CODE <input type="text"/>		8. DELIVERY FOB <input type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)					
9. CONTRACTOR CODE <input type="text"/> NAME AND ADDRESS ● ●			FACILITY <input type="text"/> ●	10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD)	11. X IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED					
12. DISCOUNT TERMS			13. MAIL INVOICES TO THE ADDRESS IN BLOCK							
14. SHIP TO CODE <input type="text"/>			15. PAYMENT WILL BE MADE BY CODE <input type="text"/>		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.					
16. TYPE OF ORDER	DELIVERY/ CALL	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.								
PURCHASE	Reference your _____ furnish the following on terms specified herein.									
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.										
NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE		DATE SIGNED (YYYYMMDD)				
If this box is marked, supplier must sign Acceptance and return the following number of copies:										
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE										
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES			20. QUANTITY ORDERED/ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT			
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	24. UNITED STATES OF AMERICA				25. TOTAL		29. DIFFERENCES			
26. QUANTITY IN COLUMN 20 HAS BEEN	<input type="checkbox"/> INSPECTED	<input type="checkbox"/> RECEIVED	<input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED	27. SHIP. NO.	28. D.O. VOUCHER NO.	30. INITIALS	33. AMOUNT VERIFIED CORRECT FOR			
DATE	SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			31. PAYMENT	32. PAID BY	34. CHECK NUMBER	35. BILL OF LADING NO.			
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.	DATE	SIGNATURE AND TITLE OF CERTIFYING OFFICER			37. RECEIVED AT	38. RECEIVED BY (Print)	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.

J-1700000-01
AUTOMOTIVE FIRE APPARATUS INVENTORY

United States Navy # 73-03503

Location: Philadelphia Naval Business Center, Building # 56, First floor.

Make: E-One
Model: Navistar (4900)
VIN: 1HTWCADR13J074769
Model Year: 2003
Manufacture Job Number: 126577
Length: 31'10"
Width: 9'2"
Height: 12'4"
GVWR: 40000
GVW (empty): 25600
Turning Radius:
Wheel Base: 231"
1250 GPM Pumper with 50' Boom
500 Gallon Poly Water Tank
30 Gallon A Foam
70 Gallon B Foam

Transmission: Allison
Model: MD 3060
Type: Automatic
Oil Capacity: 29 qts. DEX III

Engine: International
Model: DT-530
HP 330 @ 2000 RPM
Oil: 15-40 28qts
Filter Baldwin
Front Axle: International / Spicer
Make:
Model: 140BN1201/140W

Rear Axle: No Tag
Oil: 85-140

Tires: 12R22.5

Brakes Front: Drum / 20L Chambers
Brakes Rear: Drum / 30/30 Chambers
Compressor Capacity: Unknown
Air Dryer: Bendix AD-9

United States Navy # 73-03160, (RESERVE ENGINE RE54)

Location: Philadelphia Naval Business Center, Building # 56, First floor.

Make: Pierce
Model: Saber Pumper
VIN #: 4P1CT02U3VA000331
Year Built: 1997
Mileage: 17,776.9
Type/Capacity: Pumper / 1,250 GPM
Gross Vehicle Weight: 39,500 lbs.
Shipping Weight: 25,080 lbs.
Water Tank Capacity: 500 Gallons
Tank Type: Poly
S/N: C3UPFW0227970541C100

Engine: Detroit Diesel, Six-Cylinder, 4Cycle
Series: 40, Serial # WJ3849D1032165
Engine Model/Size: Model # 40 - 8.7 LTA - 330 BHP
Engine Oil Filter: PH7138
Engine Fuel Filter: P3767

Transmission: Allison, Model# MD-3060, Six Speed
Transmission Serial Number: 6510103716
Fluid Capacity: 29 US Quarts

Brakes: Rockwell Air Disk Type (front & rear), with Wabco air dryer, element # BR950011 Automatic Slack Adjusters and ABS system
Front Axle: Rockwell, Model # FL941CAX237
Rear Axle: Rockwell, Model # RS24160NFCF621, Ratio – 5.63
Tires: Front- Firestone, HP-3000 LP radial, tubeless, 315/80R22.5, Load range “J”, 18pr
Tires: Rear-Duals-Firestone, T819 radial, tubeless, 11R22.5, Load range “H”, 16 pr

Pump Model: CS, Serial # 38591W
Pump Transmission Model: YCX, Serial # 38592T
Pump: Governed Speed 2500 RPM

Manufactured under JOB# EA 670
Pumping Capacity: 1,251 GPM at 150 PSI and 1560 RPM
880 GPM at 200 PSI and 1730 RPM
627 GPM at 250 PSI and 1930 RPM

Pump, Gear Case: lubricated with SAE 90-Gear Oil
Pump, Chain Case: lubricated with Automatic Transmission Fluid (ATF)
Outboard Bearing: lubricated with Grease, ball and roller type

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.222-38	Compliance With Veterans' Employment Reporting Requirements	SEP 2010
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

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

(d) Taxpayer Identification Number (TIN).

___ TIN:.....

___ TIN has been applied for.

___ TIN is not required because:

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

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other-----

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2016)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 811111.

(2) The small business size standard is \$7,500,000.00.

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

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

() Paragraph (d) applies.

() Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.
- (D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.
- (xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.
- (xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.
- (2) The following representations or certifications are applicable as indicated by the Contracting Officer:
- [Contracting Officer check as appropriate.]
- (i) 52.204-17, Ownership or Control of Offeror.
- (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
-----	-----	-----	-----
-----	-----	-----	-----

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2016)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is [insert NAICS code].

(2) The small business size standard is [insert size standard].

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

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

() Paragraph (d) applies.

() Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
-----	-----	-----	-----
-----	-----	-----	-----

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS--
REPRESENTATION (NOV 2015)

(a) Definitions. Inverted domestic corporation and subsidiary have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) 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.

(c) Representation. The Offeror represents that--

(1) It [___] is, [___] is not an inverted domestic corporation; and

(2) It [___] is, [___] is not a subsidiary of an inverted domestic corporation.

(End of provision)

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

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

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

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

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

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

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

(3) For long-term contracts--

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

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

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

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

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The

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

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

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

The Contractor represents that it () is, () is not a small business concern under NAICS Code 811111- assigned to contract number N40085-16-R-0323.

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

(End of clause)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN--REPRESENTATION AND CERTIFICATIONS. (OCT 2015)

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

Person--

(1) Means--

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

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)).

(b) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror--

(1) 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;

(2) 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. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) 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>).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2015)

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(vi) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vii) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(viii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(ix) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

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

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

(iii) 252.225-7020, Trade Agreements Certificate.

Use with Alternate I.

(iv) 252.225-7031, Secondary Arab Boycott of Israel.

(v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

Use with Alternate I.

Use with Alternate II.

Use with Alternate III.

Use with Alternate IV.

Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM Web site at <https://www.acquisition.gov/>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

BASIS OF AWARDBASIS OF AWARD

- (c) Estimated Magnitude: Less than \$100,000.00
- (d) NAICS Code: 811111, Small Business Size Standard \$7,500,000.00
- (e) Acquisition is set aside 100% for Small Business Concerns
- (f) This acquisition will result in the award of a Combination Firm Fixed Price/Indefinite Delivery-Indefinite Quantity (Service Contract Act Wages apply).
- (g) Quotation Acceptance Period: 120 Calendar days.
- (h) A Bid Bond is not required for this procurement. A payment Bond is required.
- (i) A site visit is scheduled for 31 March 2016 at 10:00 AM ET. However, the site visit is NOT mandatory for contract award but is encouraged. If the Offeror attends the site visit, it will be at your own expense. The Government will not compensate or be responsible for any associated costs of the optional site visit.
- (j) NOTE: The site visit log will NOT be made available to contractors nor will it be posted on the NECO website.
- (k) The Request for Quotation is due on or before 3:00 PM ET on 18 April 2016 and may be overnight mailed (hard copy) and/or hand carried to: NAVFAC MIDLANT, PWD, Pennsylvania, 4921 S. Broad Street, Bldg. 1, 2nd Floor, Philadelphia, PA 19112 Attention: Kellee J. Haye
NOTE: EMAIL OR FAX PROPOSALS WILL NOT BE ACCEPTED.
- (l) **For identification purposes, be sure to mark your envelope with the applicable Solicitation number.**
- (m) All questions from Offerors concerning any aspect of this request for proposal (RFP) must be submitted in writing. Prospective Offerors are requested to submit written questions specifying the section and paragraph of the specification for which clarification is desired. All inquiries will be answered in writing. Telephone questions will not be entertained. Offerors are specifically cautioned that verbal discussions and replies to question shall not have the effect of changing the provisions of the written RFP. All questions pertaining to the Request for Quotation shall be emailed to Kellee J. Haye, at email Kellee.haye@navy.mil, no later than 72 hours before proposals are due.

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

Basis For Award:

The Contractor shall complete and submit the following information:

- a. Complete Standard Form 33, "Request For Quotations" blocks 15 to 18. **(A current CAGE Code and DUNS is required for contract award).**
- b. Provide pricing for CLINs 0001 through 0006 located in Section B.
- c. Complete all Representations and Certifications located in Section K.
- d. Acknowledge all amendments (if applicable)
- e. The contractor shall register in the System for Award Management (SAM) or be migrated into SAM from the Central Contractor Registration (CCR) database in order to be eligible for award.

GOVERNMENT POINT OF CONTACTS:

Primary POC is Kellee J. Haye, telephone 215-897-2613, email, Kellee.haye@navy.mil

CLAUSES INCORPORATED BY FULL TEXT**52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JAN 2016)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

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

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

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

(vi) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78 (19 U.S.C. 3805 note)).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (APR 1984).

(ii) 52.232-8, Discounts for Prompt Payment (FEB 2002).

(iii) 52.232-11, Extras (APR 1984).

(iv) 52.232-25, Prompt Payment (JUL 2013).

(v) 52.232-39, Unenforceability of Unauthorized Obligations (JUN 2013).

(vi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEC 2013).

(vii) 52.233-1, Disputes (MAY 2014).

(viii) 52.244-6, Subcontracts for Commercial Items (DEC 2015).

(ix) 52.253-1, Computer Generated Forms (JAN 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at \$30,000 or more).
- (ii) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2016) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
- (iii) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (MAY 2014) (41 U.S.C. chapter 65) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
- (iv) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212) (applies to contracts of \$150,000 or more).
- (v) 52.222-36, Equal Employment for Workers with Disabilities (JUL 2014) (29 U.S.C. 793) (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States). (For purposes of this clause, ``United States" includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
- (vi) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212) (applies to contracts of \$150,000 or more).
- (vii) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf).
- (viii)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O 13627) (Applies to all solicitations and contracts).
- (B) Alternate I (MAR 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).
- (ix) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (Executive Order 13658) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia)).
- (x) 52.223-5, Pollution Prevention and Right-to-Know Information (MAY 2011) (E.O. 13423) (Applies to services performed on Federal facilities).
- (xi) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR[supreg] Program or Federal Energy Management Program (FEMP) will be--
 - (A) Delivered;
 - (B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;
 - (C) Furnished by the Contractor for use by the Government; or
 - (D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance).

(xii) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 67) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States).

(xiv) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (JUL 2013) (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) database as its source of EFT information.)

(xv) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (JUL 2013) (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information.)

(xvi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App. 1241) (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (Applies to contracts over \$35,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEP 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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

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

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only 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. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of 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.

(e) 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 of 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.

(f) 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 that 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 that reasonably could have been avoided.

(g) 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.

(h) 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.

(End of clause)

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

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

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

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

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

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

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

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

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

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

(i) The solicitation number;

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

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

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

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

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

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

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

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

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

(3) It is the only proposal received.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
 - (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
 - (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
 - (iv) A summary of the rationale for award.
 - (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
 - (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.
- (End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

NAVAL FACILITIES ENGINEERING COMMAND
MID-ATLANTIC, PWD PA
4921 S. BROAD STREET, BLDG 1
PHILADELPHIA, PA 19112

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)