

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 104	
2. CONTRACT NO.		3. SOLICITATION NO. N40085-16-R-6328	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 06 Apr 2016	6. REQUISITION/PURCHASE NO. ACQR4291381		
7. ISSUED BY NAVFAC MID ATLANTIC ROICC CAMP LEJEUNE 1005 MICHAEL ROAD CAMP LEJEUNE NC 28547-2521		CODE N40085	8. ADDRESS OFFER TO See Item 7		(If other than Item7)	CODE	TEL: FAX:
		TEL: (910) 451-2582 FAX: (910) 451-5629					

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Building 1005 until 02:30 PM local time 09 May 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 REGENIA D. GUEST	B. TELEPHONE (Include area code) (NO COLLECT CALLS) (910) 451-2582 EXT 5240	C. E-MAIL ADDRESS regenia.guest@navy.mil
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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 - 2	X	I	CONTRACT CLAUSES	72 - 84
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	3 - 13	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT	14 - 57	X	J	LIST OF ATTACHMENTS	85
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	58 - 60	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	86 - 92
X	F	DELIVERIES OR PERFORMANCE	61 - 65				
X	G	CONTRACT ADMINISTRATION DATA	66 - 70	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	93 - 99
X	H	SPECIAL CONTRACT REQUIREMENTS	71	X	M	EVALUATION FACTORS FOR AWARD	100 - 104

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

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN	ITEM
		(4 copies unless otherwise specified)	
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

INFORMATION TO OFFERORS

A. **Contract Title:** Bullet Traps Operations, Maintenance, and Repairs at Marine Corps Base, Camp Lejeune, NC, and Marine Corps Air Station, Cherry Point, North Carolina

B. **Contract Type:** Firm-Fixed Price (FFP), Indefinite Delivery/Indefinite Quantity (IDIQ) contract with options as a result of this solicitation.

C. **Delivery:** The Contractor shall provide all labor, management, supervision, tools, material, and equipment required to perform services in accordance with the specifications of this solicitation.

(FOB Point: Destination)

D. **Set-Aside Information:** This acquisition is set-aside for 100% small businesses. The applicable NAICS code is **561990** with a size standard of \$11 Million.

E. **SAM Registered:** Offerors must be registered in the System for Award Management at <https://www.sam.gov>, (prior to receipt of proposals) which maintains: Cage codes, DUNS number, active and inactive exclusion, and Representations and Certifications status.

F. **VETS 4212** (formerly known as VETS100/100A): Offerors must have a Veteran's Employment and Training Service report for the current filing. If you have questions about electronic submission, please email VETS4212-customersupport@dol.gov or call the VETS-4212 Service Center at (866) 237-0275.

G. **Date for Receipt of Proposals: Due Date: 09 May 2016 at 2:30 PM,**

Send proposals to

**ROICC, CAMP LEJEUNE
SOLICITATION – N40085-16-R-6328
ATTN: REGENIA D. GUEST
1005 MICHEAL ROAD
CAMP LEJEUNE, NC 28547-2521**

Proposals must be received by the established due date and time in order to be considered for award. **NO email and NO FACSIMILE PROPOSALS WILL BE ACCEPTED:**

H. **Proposal Submission:** See Section L Contents of Proposals of the solicitation.

I. **Evaluation:** Offerors will be evaluated as set forth in Section M of the solicitation.

J. **Refer to Section K:** Complete FAR Clause 52.219-1 and **return** with proposals.

K. **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. Offerors will not be reimbursed for any effort or proposal costs resulting from this solicitation. See FAR Clause 52.232-18.

L. **Base Access:** Attention is drawn to Section C, 0200000 – Management and Administration, Spec Items 2.8.3 through Spec Item 2.8.4.1.

M. **For Additional Information:** All questions shall be submitted in writing no later than **18 April 2016**. The Government does not intend to respond to inquiries/questions submitted after this date. When submitting questions; please include the solicitation number: **N40085-16-R-6328**, to Regenia D. Guest by only email at Regenia.d.guest@navy.mil.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	<p>BASE PERIOD - FFP FFP The Contractor shall furnish all labor, materials, equipment, supervision, management, tools, reports, transportation, incidental engineering, and other related items essential to perform the Bullet Traps Operation, Maintenance, and Repairs scope of work in accordance with Section C, Annex 1502000 Specification Item 3. The Contractor's proposal will be incorporated herein upon contract award. Period of Performance –19 August 2016 through 18 August 2017 The price of this line item is the total of Exhibit Line Item (ELIN) A001AA – A001AG</p>	UNDEFINED	Each		
	<p>FOB: Destination PURCHASE REQUEST NUMBER: ACQR4291381</p>				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	BASE PERIOD - IDIQ FFP	UNDEFINED	Each		

The Contractor shall furnish all labor, materials, equipment, supervision, management, tools, reports, transportation, incidental engineering, and other related items essential to perform the Bullet Traps Operation, Maintenance, and Repairs scope of work in accordance with Section C, Annex 1502000 Specification Item 4. The Contractor's proposal will be incorporated herein upon contract award.

Period of Performance – 19 August 2016 through 18 August 2017

The price of this line item is the total of Exhibit Line Item (ELIN) A002AA – A002AD

FOB: Destination

PURCHASE REQUEST NUMBER: ACQR4291381

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003		UNDEFINED	Each		

1ST OPTION YEAR - FFP
FFP

The Contractor shall furnish all labor, materials, equipment, supervision, management, tools, reports, transportation, incidental engineering, and other related items essential to perform the Bullet Traps Operation, Maintenance, and Repairs scope of work in accordance with Section C, Annex 1502000 Specification Item 3. The Contractor's proposal will be incorporated herein upon contract award.

Period of Performance – 19 August 2017 through 18 August 2018

The price of this line item is the total of Exhibit Line Item (ELIN) B003AA – B003AG

FOB: Destination

PURCHASE REQUEST NUMBER: ACQR4291381

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004	1ST OPTION - IDIQ FFP	UNDEFINED	Each		

The Contractor shall furnish all labor, materials, equipment, supervision, management, tools, reports, transportation, incidental engineering, and other related items essential to perform the Bullet Traps Operation, Maintenance, and Repairs scope of work in accordance with Section C, Annex 1502000 Specification Item 4. The Contractor's proposal will be incorporated herein upon contract award.

Period of Performance – 19 August 2017 through 18 August 2018

The price of this line item is the total of Exhibit Line Item (ELIN) B004AA – B004AD

FOB: Destination

PURCHASE REQUEST NUMBER: ACQR4291381

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005	2ND OTPTION YEAR - FFP FFP	UNDEFINED	Each		

The Contractor shall furnish all labor, materials, equipment, supervision, management, tools, reports, transportation, incidental engineering, and other related items essential to perform the Bullet Traps Operation, Maintenance, and Repairs scope of work in accordance with Section C, Annex 1502000 Specification Item 3. The Contractor's proposal will be incorporated herein upon contract award.

Period of Performance – 19 August 2018 through 18 August 2019

The price of this line item is the total of Exhibit Line Item (ELIN) C005AA – C005AG

FOB: Destination

PURCHASE REQUEST NUMBER: ACQR4291381

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006		UNDEFINED	Each		

2ND OPTION YEAR - IDIQ
FFP

The Contractor shall furnish all labor, materials, equipment, supervision, management, tools, reports, transportation, incidental engineering, and other related items essential to perform the Bullet Traps Operation, Maintenance, and Repairs scope of work in accordance with Section C, Annex 1502000 Specification Item 4. The Contractor's proposal will be incorporated herein upon contract award.

Period of Performance – 19 August 2018 through 18 August 2019

The price of this line item is the total of Exhibit Line Item (ELIN) C006AA – C006AD

FOB: Destination

PURCHASE REQUEST NUMBER: ACQR4291381

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007	3RD OPTION YEAR - FFP FFP	UNDEFINED	Each		

The Contractor shall furnish all labor, materials, equipment, supervision, management, tools, reports, transportation, incidental engineering, and other related items essential to perform the Bullet Traps Operation, Maintenance, and Repairs scope of work in accordance with Section C, Annex 1502000 Specification Item 3. The Contractor's proposal will be incorporated herein upon contract award.

Period of Performance – 19 August 2019 through 18 August 2020

The price of this line item is the total of Exhibit Line Item (ELIN) D007AA – D007AG

FOB: Destination

PURCHASE REQUEST NUMBER: ACQR4291381

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008		UNDEFINED	Each		

3RD OPTION YEAR - IDIQ
FFP

The Contractor shall furnish all labor, materials, equipment, supervision, management, tools, reports, transportation, incidental engineering, and other related items essential to perform the Bullet Traps Operation, Maintenance, and Repairs scope of work in accordance with Section C, Annex 1502000 Specification Item 4. The Contractor's proposal will be incorporated herein upon contract award.

Period of Performance – 19 August 2019 through 18 August 2020

The price of this line item is the total of Exhibit Line Item (ELIN) D008AA – D008AD

FOB: Destination

PURCHASE REQUEST NUMBER: ACQR4291381

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009	4TH OPTION YEAR - FFP FFP	UNDEFINED	Each		

The Contractor shall furnish all labor, materials, equipment, supervision, management, tools, reports, transportation, incidental engineering, and other related items essential to perform the Bullet Traps Operation, Maintenance, and Repairs scope of work in accordance with Section C, Annex 1502000 Specification Item 3. The Contractor's proposal will be incorporated herein upon contract award.

Period of Performance – 19 August 2020 through 18 August 2021

The price of this line item is the total of Exhibit Line Item (ELIN) E009AA – E009AG

FOB: Destination

PURCHASE REQUEST NUMBER: ACQR4291381

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010	4TH OPTION YEAR - IDIQ FFP The Contractor shall furnish all labor, materials, equipment, supervision, management, tools, reports, transportation, incidental engineering, and other related items essential to perform the Bullet Traps Operation, Maintenance, and Repairs scope of work in accordance with Section C, Annex 1502000 Specification Item 4. The Contractor's proposal will be incorporated herein upon contract award. Period of Performance – 19 August 2020 through 18 August 2021 The price of this line item is the total of Exhibit Line Item (ELIN) E010AA – E010AD FOB: Destination PURCHASE REQUEST NUMBER: ACQR4291381	UNDEFINED	Each		

MAX
NET AMT

CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001		\$		\$
0002		\$		\$
0003		\$		\$
0004		\$		\$
0005		\$		\$
0006		\$		\$
0007		\$		\$

0008	\$	\$
0009	\$	\$
0010	\$	\$

Section C - Descriptions and Specifications

DESCRIPTIONS AND SPECIFICATION

0100000 –General Information	
Table of Contents	
Spec Item	Title
1	General Information
1.1	Outline of Services
1.2	Project Location
1.3	Acquisition of Additional Work
1.4	Background Information
1.5	Verification of Workload and Conditions
1.6	Climate Patterns
1.7	Related Information
1.8	Navy Approach to Service Contracting
1.8.1	Partnering Philosophy
1.8.2	Contractor’s Knowledge
1.8.3	Industry Best Practices
1.9	Standard Template
1.10	Navy PBSA Approach
1.11	Technical Proposal Certification

0100000 – General Information		
Spec Item	Title	Description
1	General Information	The Contractor shall furnish all labor, supervision, management, tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to provide bullet trap operations, maintenance, & repairs at Marine Corps Base Camp Lejeune and New River Air Station, Jacksonville, North Carolina, and Cherry Point, NC.
1.1	Outline of Services	<p>Except where otherwise stated, the Contractor shall furnish all labor, supervision, management, tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to provide the services outlined below and described in this Performance Work Statement (PWS) at combination recurring and non-recurring. The PWS is organized into annexes. Annex 1 is "General Information". Annex 2 contains the on-site project management and administration requirements. Annexes 3 through 18 contain the technical requirements. The annex numbers are identified as 1 through 18 in the description column, but the full expanded annex numbers include seven digits (e.g., Annex 1 expanded number is 0100000 as shown in the header row at the top of this page</p> <p>Annex 1 General Information Annex 010000 General Information</p> <p>Annex 2 Management and Administration Annex 020000 Management and Administration</p> <p>Annex 3 Command and Staff N/A</p> <p>Annex 4 Public Safety N/A</p> <p>Annex 5 Air Operations N/A</p> <p>Annex 6 Port Operations N/A</p> <p>Annex 7 Ordnance N/A</p> <p>Annex 8 Range Operations N/A</p> <p>Annex 9 Health Care Support N/A</p> <p>Annex 10 Supply N/A</p> <p>Annex 11 Personnel Support N/A</p> <p>Annex 12 Morale, Welfare and Recreation Support N/A</p> <p>Annex 13 Galley N/A</p> <p>Annex 14 Housing N/A</p> <p>Annex 15 Facilities Support: Annex 1502000 – Bullet Traps Operations, Maintenance, and Repairs</p> <p>Annex 16 Utilities N/A</p> <p>Annex 17 Base Support Vehicles and Equipment N/A</p> <p>Annex 18 Environmental N/A</p>
1.2	Project Location	The work shall be performed at various locations and could vary from location to location. The project is located at Marine Corps Base and New River Air Station, Jacksonville, and Marine Corps Air Station, Cherry Point, North Carolina.
1.3	Acquisition of Additional Work	The Government reserves the right to acquire additional floor services at additional locations in addition to the services and locations identified in the Recurring Price requirements of this contract. Additional services will be incorporated into the contract in accordance with the CHANGES clause, SECTION I or ordered under the non-recurring provisions of the contract. Items of work not covered by this contract but within the general

0100000 – General Information		
Spec Item	Title	Description
		intent are considered in the scope of this contract.
1.4	Background Information	<p>Camp Lejeune is the home of “Expeditionary forces in Readiness” for the past 65 years, and throughout the years, it has become the home base for the II Marine Expeditionary Force, and 2nd Marine Division, 2nd Marine Logistic Group and other combat units and support commands.</p> <p>There are several major Marine Corps commands, one Navy command, and one Coast guard command aboard Camp Lejeune. II Marine Expeditionary Force, 2nd Marine Division, 2nd Marine Logistics Group, and the naval hospital to name a few. Marine Corps Base owns all the real estate, hosts entry-level formal schools and provides support and training for tenant commands; II Marine Expeditionary Force conducts operational planning for Fleet Marine Force commands. 2nd Marine Division is the ground combat element of II MEF; 2nd Marine Air Wing, headquartered at Cherry Point, N.C., is the air combat element of II MEF. Additionally, the naval hospital provides primary medical care to service members and their families stationed at Camp Lejeune and Marine Corps Air Station New River.</p>
1.5	Verification of Workload and Conditions	Throughout the PWS, the workload data is generally referred to as being located in Section J. Section J provides data such as inventories, maps, floor plans, and tables to represent the type, quantity and location of services to be provided. However, offerors are encouraged to visit the project site during the site visit for offerors and to visit the technical library during posted hours as part of its due diligence to assess the nature of work and conditions under which work is to be performed.
1.6	Climate Patterns	Climate information for the area can be found online at the State Climate Office of North Carolina (http://nc-climate.ncsu.edu/cronos/normal.php). The station number for the local area is 893727.
1.7	Related Information	<p>There are four types of Related Information that can be found in the Description and Related Information columns of the specification as follows:</p> <p>Informational Notes as used throughout this PWS provides additional information to offerors to be used in developing a thorough understanding of the work to be performed in this contract. Any block of text marked “Informational Notes” throughout Annexes 1 through 18 is subject to this disclaimer. Offerors may not rely upon the "Informational Notes" as material representations of the Government. Information provided in "Informational Notes" does not create a contractual requirement on either party to this contract.</p> <p>Clarifying Information describes client expectations in a more detailed manner than the Performance Objective and Performance standard alone.</p> <p>Constraining Information describes limitations to the work performed to meet the Performance Objective and Performance Standard.</p> <p>Requirement Information further describes client requirements associated with each Performance Objective.</p>

0100000 – General Information

Spec Item	Title	Description
1.8	Navy Approach to Service Contracting	The Department of Navy (DoN) spends over \$1 billion in annual obligations to meet global requirements for facility operations and maintenance provided through Facility Support Contracts (FSC) and additional billions to provide other base operations support services (OBOS). The Head of the Contracting Activity (HCA) of the Naval Facilities Engineering Command (NAVFAC) has focused increased attention on re-engineering FSC contracts in response to customer and industry feedback, budget constraints, and the impact of a variety of contracting, program management, and financial management regulations. The Navy also supports the following principles:
1.8.1	Partnering Philosophy	The first principle is that the Navy views its contractors as partners and not just abstract service providers. The Navy wants its contractors to succeed because partners' success drives the Navy's successful mission completion. Within the bounds of acquisition policy the Navy intends to work to find solutions that will be beneficial to both the Government and its partners.
1.8.2	Contractor's Knowledge	The second principle is that the Navy will receive insightful management from its contractors. This management will include the knowledge, skills, authority and willingness to use contractor resources to find better ways of serving Navy clients' strategic and operational goals and objectives. The Navy's use of performance-based objectives evidences this principle. Although performance work statements will typically contain several levels of performance assessment, the Navy wants its contractors to exercise maximum discretion within bounds of prudent risk management to adjust processes and resources needed to reach specified objectives at the highest performance level.
1.8.3	Industry Best Practices	The third principle is that the Navy will adopt industry best commercial practices and maintain state-of-the-art service delivery. It is the Navy's and contractor's responsibility as partners to reach this goal. To that end, the Navy's emphasis will be in evaluating performance objectives (end results).
1.9	Standard Template	<p>Key to implementing a programmatic approach is using a standard template that ensures Navy-wide consistency yet affords appropriate tailoring to meet local needs. This contract conforms to the standard template and has been tailored for this solicitation. NAVFAC intends to use this template-based approach for future service contracts. Offerors should develop an understanding of the template as part of performing due diligence in reaching an understanding of the Navy's requirements and expectations.</p> <p>The standard template contains 18 standard annexes. Annex 1 will always contain information that is relevant to the entire scope of the contract. Annex 2 contains on-site project management and administration requirements that are relevant to the entire scope of the contract. Annexes 3 through 18 contain the technical information and requirements peculiar to that technical annex. Within each technical annex, the organization of information and requirements are also standardized. Specification item 1 will always contain General Information. Specification item 2 will always contain the management and administrative requirements. Specification item 3 will always contain the recurring requirements. Specification item 4 will always contain the non-recurring requirements. Requirements and standards for higher level specification items apply to all subordinate specification items, e.g., Specification Item 3 standards apply to all</p>

0100000 – General Information

Spec Item	Title	Description
		recurring specification items. Specification Item 3.1 is applicable to all 3.1 subordinate specification items. Specification Items 3.2 and 3.3 are not considered subordinate to 3.1. All costs associated with Annexes 1 and 2 and Specification items 1 and 2 must be priced and distributed within Specification Item 3 of Annexes 3 through 18.
1.10	Navy PBSA Approach	The Navy's approach to performance-based service acquisition (PBSA) includes four component parts which are 1) performance outcomes, 2) measurable standards, 3) consideration of incentives, and 4) performance assessment plan.
1.11	Technical Proposal Certification	The Contractor warrants that its proposal incorporated herein by reference will meet or exceed the performance objectives set forth in this contract.

0200000 – Management and Administration	
Table of Contents	
Spec Item	Title
2	Management and Administration
2.1	Definitions and Acronyms
2.2	General Information
2.2.1	Government Regular Working Hours
2.2.1.1	Observed Federal Holidays
2.2.1.2	Restriction to Contractor Working Hours
2.2.2	Wage Determinations
2.2.3	Requirements Hierarchy
2.3	General Administrative Requirements
2.3.1	Required Conferences and Meetings
2.3.2	Training for Maintenance and Operation of New and Replacement Systems and Equipment
2.3.3	Partnering
2.3.3.1	Informal Partnering
2.3.3.2	Contract Partnering Administration
2.3.3.3	Contract Partnering Session Attendees
2.3.4	Permits and Licenses
2.3.5	Insurance
2.3.5.1	Certificate of Insurance
2.3.5.2	Minimum Insurance Amounts
2.3.6	Protection of Government Property
2.3.7	Government Information Technology (IT) System
2.3.8	Directives, Instructions, and References
2.3.9	Invoicing Procedures
2.3.10	Forms
2.4	Government-Furnished Property, Materials and Services
2.4.1	Government-Furnished Facilities (GFF)
2.4.2	Government-Furnished Utilities
2.4.3	Government-Furnished Materials (GFM)
2.4.4	Government-Furnished Equipment (GFE)
2.4.5	Government-Furnished Services (GFS)
2.5	Contractor-Furnished Items
2.6	Management
2.6.1	Work Reception
2.6.2	Work Control
2.6.3	Work Schedule
2.6.4	Deliverables
2.6.5	Service Interruptions
2.6.6	Government's Computerized Maintenance Management Systems (CMMS)
2.6.7	Quality Management System (QMS)
2.6.7.1	Quality Management (QM) Plan
2.6.7.2	Quality Inspection and Surveillance
2.6.7.3	Quality Inspection and Surveillance Report
2.6.8	Property Management Plan
2.6.9	System and Equipment Replacement
2.7	Personnel Requirements
2.7.1	Key Personnel

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

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

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

Spec Item	Title
2.9.3.20	Site Sanitation Plan
2.9.3.21	Temporary Facility Layout Plan
2.9.3.22	Underground Emergency Rescue Plan
2.9.4	Accident and Damage Reporting
2.9.4.1	Accident Reporting and Notification Criteria
2.9.5	Fire Protection
2.9.6	Semi-Annual Reporting of Limitation on Subcontracting
2.9.7	OSHA Citations and Violations
2.9.8	Safety Inspections and Monitoring
2.9.9	Safety Certification
2.9.10	Safety Apparel on Jobsites
2.10	Environmental Management and Sustainability
2.10.1	Energy Management Program
2.10.1.1	Water Conservation Plan
2.10.1.2	Energy Efficient Products
2.10.2	Environmental Protection
2.10.2.1	ODS Requirements for Refrigerant Recycling
2.10.2.2	Non-Hazardous Waste Disposal
2.10.2.3	Hazardous Waste Disposal
2.10.2.4	Spill Prevention, Containment, and Clean-up
2.10.2.5	Hazardous Material Management
2.10.2.6	Protection of Endangered and Threatened Species (Flora and Fauna)
2.10.2.7	Noise Control
2.10.2.8	Salvage
2.10.2.9	Asbestos Containing Material (ACM)
2.10.3	Sustainable Procurement and Practices
2.10.3.1	Environmentally Preferable Products
2.10.3.2	Use of Recovered Materials
2.10.3.3	Use of Biobased Products
2.11	Disaster Preparedness
2.12	Technical Library
2.13	Warranty Management
2.14	Recurring Work Procedures
2.14.1	Notification to the Government for Work Above the Recurring Work Limitations
2.14.2	Recurring Work Exhibit Line Item Numbers (ELINs) is Firm Fixed Price Work (FFP)
2.14.3	Common Output Level Standards (COLS) Options
2.14.3.1	Optional COLS CLINs for Region Funded Facility Services
2.14.3.2	Option to Change COLS at Contract Award
2.14.3.3	Option to Change COLS at Exercise of an Option Period
2.15	Non-recurring Work is Indefinite Quantity/Indefinite Delivery Work (IDIQ)
2.15.1	Unit Priced Task (UPT) Work (Non-Negotiated)
2.15.1.1	Acceptance and Performance
2.15.1.2	Invoicing and Receiving Payment
2.15.2	Unit Priced Labor (UPL) Work (Negotiated)
2.15.2.1	Non-recurring Preparation of Proposals
2.15.2.1.1	Labor Requirements
2.15.2.1.2	Material and Equipment Requirements
2.15.2.2	Issuance of Final Task Order
2.15.3	Non-recurring ELINS/IDIQ Work

0200000 - Management and Administration		
Spec Item	Title	Description
2	Management and Administration	
2.1	Definitions and Acronyms	Definitions and Acronyms are listed in J-0200000-01.
2.2	General Information	
2.2.1	Government Regular Working Hours	The Government's regular working hours are from 0700-1600, five days per week, Monday through Friday, except observed Federal holidays. Exceptions to the regular hours of operation are detailed in subsequent sections of this PWS. Work in certain annexes or sub-annexes require Contractor continuous operations, 24 hours a day, every day of the year including holidays. The performance of other work requirements shall be accomplished within the Government's regular working hours unless the specific work requirement specified herein necessitates otherwise. Any other work outside Government regular working hours requires prior KO approval.
2.2.1.1	Observed Federal Holidays	The Government observes the following holidays: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.
2.2.1.2	Restriction to Contractor Working Hours	If the Contractor wishes to work outside of the Government's regular working hours for the Contractor's convenience, the Contractor shall submit a written Request to Work Outside Government's Regular Working Hours per Section F. Excludes work to be performed during specified hours. The Contractor shall schedule and complete all work during regular working hours. The Contractor may be required, when approved by the Contracting Officer, to work outside of regular working hours when scheduled work is delayed. The Contractor may also be required to adjust his schedule due to Government functions. The Contracting Officer will attempt to give the Contractor 24 hours' notice of any Government required changes in the Contractor's submitted schedule.
2.2.2	Wage Determinations	Wage Determinations are included in J-0200000-02.
2.2.3	Requirements Hierarchy	Requirements or definitions specified in each spec item of this contract apply to subordinate paragraphs. For example, requirements shown in spec item 3.1 would apply to spec items 3.1.1, 3.1.2, 3.1.2.1 and so on. Likewise, Performance Standards specified at a lower digit level (i.e. spec item 3.1.1, 3.1.2, 3.1.2.1) apply when performance is assessed at a higher tier (i.e., spec item 3.1) based on the composite work requirements.
2.3	General Administrative Requirements	
2.3.1	Required Conferences and Meetings	The Contractor may be required to attend administrative and coordination meetings,
2.3.2	Training for Maintenance and Operation of New and Replacement Systems and Equipment	When construction, renovation, or repair work is performed by means other than this contract, the Contractor shall attend Government provided training, as applicable, for maintenance and operation of new and replacement systems and equipment at no additional cost to the Government.
2.3.3	Partnering	To increase the likelihood of successful performance of this contract, the

0200000 - Management and Administration		
Spec Item	Title	Description
		<p>Government requires cohesive partnerships with its Contractors and subcontractors. Key stakeholders, including the supported commands who will receive services, principal individuals from NAVFAC, the performance assessment team, and representative(s) of the installation(s) will be invited to participate in the partnering process. Key members of the prime and subcontractors teams, including senior management personnel must participate. The partnership will draw on the strength of each organization in an effort to achieve quality contract services done right the first time, within the contract price, as scheduled, and without any safety mishaps.</p> <p>Partnering should accomplish three goals:</p> <ul style="list-style-type: none"> - The first goal is to develop a cohesive team with common purpose, commitment and established communication processes. - The second goal of partnering is contract specific, identifying risks and opportunities for the team to address. - The third goal is to sustain the Partnership throughout the contract by identifying and addressing issues that affect the Partnership.
2.3.3.1	Formal Partnering	Not applicable to this contract.
2.3.3.1	Informal Partnering	<p>The Contracting Officer shall organize the initial Partnering Meeting with key personnel of the project team, including Contractor's personnel and Government personnel. The initial session will be scheduled concurrent with the Pre-Performance Conference and held no later than 30 days after award and will be held at a Government provided facility as designated by the KO.</p> <p>The Initial Informal Partnering Session will be conducted and facilitated using electronic media (a video and accompanying forms) provided by Contracting Officer. The senior Government stakeholder present will lead the meeting, however, the Contractor's PM or senior representative is encouraged to participate as co-lead.</p> <p>The Partners will determine the frequency of the follow-on sessions.</p>
2.3.3.2	Contract Partnering Administration	Not applicable to this contract.
2.3.3.3	Contract Partnering Session Attendees	Not applicable to this contract.
2.3.3.3	Contract Partnering Session Attendees	Not applicable to this contract
2.3.4	Permits and Licenses	The Contractor shall obtain all required permits, licenses, and authorizations to perform work under this contract and comply with all the applicable Federal, state and local laws and regulations. The Contractor shall submit copies of Permits and Licenses per Section F.
2.3.5	Insurance	The Contractor shall submit a Certificate of Insurance per Section F as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below in accordance with the FAR Clause 52.228-5, INSURANCE – WORK ON A GOVERNMENT INSTALLATION. This insurance must be maintained during the performance period.
2.3.5.1	Certificate of Insurance	The Certificate of Insurance shall provide for at least 30 calendar days

0200000 - Management and Administration		
Spec Item	Title	Description
		written notice to the KO by the insurance company prior to cancellation or material change in policy coverage. Other requirements and information are contained in the aforementioned insurance clause.
2.3.5.2	Minimum Insurance Amounts	<p>The Contractor shall procure and maintain, during the entire period of performance under this contract, the following minimum insurance coverage:</p> <p>Comprehensive General Liability: \$500,000 per occurrence</p> <p>Automobile Liability: \$200,000 per person, \$500,000 per occurrence, \$20,000 per occurrence for property damage</p> <p>Workmen's Compensation: As required by Federal and state worker's compensation and occupational disease statutes</p> <p>Employer's Liability coverage: \$100,000, except in states where worker's compensation may not be written by private carriers</p> <p>Other as required by state law</p>
2.3.6	Protection of Government Property	During execution of the work, the Contractor shall protect Government property. The Contractor shall return areas damaged as a result of negligence under this contract to their original condition at no cost to the Government.
2.3.7	Government Information Technology (IT) System	Not applicable to this contract
2.3.8	Directives, Instructions, and References	Department of Defense (DoD), Secretary of the Navy (SECNAV), Chief of Naval Operations (OPNAV), and other applicable Directives, Instructions, and References are listed in J-0200000-03. The Contractor shall comply with the most current version of directives, instructions, and references including versions published during the term of the contract.
2.3.9	Invoicing Procedures	Refer to Section G for invoicing payment instructions and the NAVFAC Invoice Form in J-0200000-04 for sample.
2.3.10	Forms	Forms referenced in this Annex, e.g. accident reporting, and damage reporting are included among the Forms in J-0200000-05-1 through J-200000-05-2.
2.4	Government-Furnished Property, Materials and Services	Not applicable to this contract
2.4.1	Government-Furnished Facilities (GFF)	Not applicable to this contract
2.4.2	Government-Furnished Utilities	The Government will furnish water and electricity at existing outlets required for the work to be performed under the contract at no cost to the Contractor. Information concerning the location of existing outlets may be secured from the KO. The Contractor shall provide and maintain, at its expense, the necessary service lines from the existing Government outlets to the work site. Provide and maintain backflow prevention devices on connections to domestic water lines and electrical transformer provisions on connections to electric lines. Meet all Federal, State, local, and installation codes and regulations for backflow prevention devices and

0200000 - Management and Administration		
Spec Item	Title	Description
		electrical transformer provisions. Services required by the Contractor, for which there are no available Government outlets, shall be provided by the Contractor at no cost to the Government.
2.4.3	Government-Furnished Materials (GFM)	Not applicable to this contract.
2.4.4	Government-Furnished Equipment (GFE)	Not applicable to this contract.
2.4.5	Government-Furnished Services (GFS)	Not applicable to this contract.
2.5	Contractor-Furnished Items	Except for items identified as Government Furnished, the Contractor shall provide all equipment, materials, parts, supplies, components, and facilities to perform the requirements of this contract. The KO may inspect Contractor-furnished items for adequacy and compliance with contract requirements. Inadequate or unsafe items shall be removed and replaced by the Contractor at no cost to the Government. Materials containing asbestos, lead, and polychlorinated biphenyls (PCBs) shall not be brought onsite. Energy efficient tools and equipment shall be used when available. The KO may at any time require Samples, Safety Data Sheets (SDS) or Manufacturer's Data Cut Sheets of Materials used in this contract.
2.6	Management	The Contractor shall manage the total work effort associated with the services required herein to meet the performance objectives and standards. Such management includes but is not limited to planning, scheduling, cost accounting, report preparation, establishing and maintaining records, and quality assurance. The Contractor shall provide a staff with the necessary management expertise to ensure performance objectives and standards are met.
2.6.1	Work Reception	The Contractor shall provide the capability to receive, prioritize, correspond, and respond to trouble/service calls and task orders during Government regular working hours and provide a point of contact at a local or toll free number who can perform the above function during other than Government regular working hours.
2.6.2	Work Control	The Contractor shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking and reporting of work in progress. The Contractor shall plan and schedule work to assure material, labor, and equipment are available to complete work requirements within the specified time limits and in conformance with the quality standards established herein. Verbal scheduling and work status updates shall be provided when requested by the KO. A status update of any item of work must be provided within two hours of the inquiry during regular working hours, and by 0800 the following work day for inquiries after regular working hours.
2.6.3	Work Schedule	The Contractor's work shall not interfere with normal Government business. In those cases where some interference is unavoidable, the Contractor shall minimize the impact and effects of the interference. The Contractor shall provide advance access of all of its work schedules to the Government. The Contractor shall notify the KO of any difficulty in scheduling work due to Government controls.
2.6.4	Deliverables	Records and reports are specified in Section C and listed as deliverables in Section F. The Contractor shall submit accurate and complete documents within the required timeframes as specified in Section F.

0200000 - Management and Administration		
Spec Item	Title	Description
		<p>Government acceptance of deliverables will not relieve the Contractor of the responsibility for any error or omission which may exist in the deliverable, as the Contractor is responsible for all requirements of this contract.</p> <p>The Contractor shall establish and maintain a secure website for posting an electronic copy of all deliverables listed in Section F. The Contractor shall allow only authorized Government and Contractor personnel to access the website. Government personnel access shall be limited to viewing and downloading of deliverables, but restricted from posting to the website. The Contractor shall notify the Government by email whenever there are new or updated deliverables posted to the website. Each deliverable posting on the website and each email notification shall include the title of the deliverable, the spec item requiring the deliverable, and the date and time the deliverable was posted. All deliverables shall be available to authorized Government personnel 24 hours/day and 365 days/year for the duration of the contract.</p>
2.6.5	Service Interruptions	If any utilities or other services must be discontinued (even temporarily) due to scheduled contract work, the Contractor shall notify the KO, affected tenants, and customers in accordance with local procedures. If the discontinued service is due to an emergency breakdown the Contractor shall notify the KO, affected tenants and customers as soon as practicable.
2.6.6	Government's Computerized Maintenance Management Systems (CMMS)	Not applicable to this contract.
2.6.7	Quality Management System (QMS)	<p>The Contractor shall establish and maintain a complete QMS program in accordance with the provisions specified herein. The Contractor's QMS program shall provide an effective and efficient means of identifying and correcting problems throughout the entire scope of operations. The Contractor's QMS program shall address:</p> <ul style="list-style-type: none"> ... Accurate documentation of work processes, procedures, and output measures. ... A systematic procedure for assessing compliance with performance objectives and standards. ... Accurate documentation of quality inspections and surveillance conducted throughout the execution of work. ... Assessment-driven corrective actions and process adjustments as appropriate in a timely manner.
2.6.7.1	Quality Management (QM) Plan	<p>The Contractor shall develop and submit a QM Plan per Section F. The QM Plan shall describe the QMS methodology and approaches used under this contract. If any changes are made during the period of performance, submit to the KO a revised QM Plan for acceptance.</p> <p>The Contractor's QM Plan shall include, at a minimum, the following:</p> <ul style="list-style-type: none"> • Policy and objectives of Quality Management System (QMS) • Quality organization <ul style="list-style-type: none"> ○ List of personnel ○ Responsibilities & lines of authority ○ Training and qualifications

0200000 - Management and Administration		
Spec Item	Title	Description
		<ul style="list-style-type: none"> • Approach to assuring quality of services provided and conformance with performance objectives and standards • Methods and procedures for effective planning, operation and control of processes and performance of work • Procedures for inspection and surveillance of services <ul style="list-style-type: none"> ○ Scheduling and performance of inspection and surveillance ○ Measurement, data collection and analysis ○ Corrective action, preventive action, and continuous improvement ○ Oversight of subcontracted work • Documentation and records management • Communication with government (customers)
2.6.7.2	Quality Inspection and Surveillance	Not applicable to this contract.
2.6.7.3	Quality Inspection and Surveillance Report	The Contractor shall submit a copy of the Contractor Quality Inspection and Surveillance Report per Section F. The Contractor Quality Inspection and Surveillance Report shall include a summary and results of the quality inspection and surveillance events performed and assessment-driven corrective actions and process adjustments during the previous month. The Government may adjust the frequency of the submittal based on the Contractor's quality of performance.
2.6.8	Property Management Plan	Not applicable to this contract.
2.6.9	System and Equipment Replacement	The Contractor shall maintain the integrity and performance of existing energy saving, water conservation or other sustainability design features of systems and equipment in the performance of repair and replacement work. Except where otherwise specified, replacement components shall be of the same model/style or equivalent as the component being replaced. Substitutes for replacement components must be accepted by the KO prior to use. The KO will furnish available information for the existing systems and equipment.
2.7	Personnel Requirements	The Contractor shall comply with the personnel requirements stated below.
2.7.1	Key Personnel	<p>The Contractor shall submit a List of Key Personnel and Qualifications per Section F. The Contractor shall provide any additional information requested by the KO necessary to certify their qualifications.</p> <p>The Contractor shall submit an Organizational Chart per Section F showing lines of authority of the key personnel and on-site supervisor(s) for this contract. The chart shall include names of personnel and their position title in this contract. As a minimum, include the PM, Quality Manager, SSHO, and on-site supervisor(s) and who they will report directly to for this contract. The key personnel shall be revised as applicable for the contract.</p>
2.7.1.1	Project Manager (PM)	The Contractor shall provide a PM and designated alternate, as applicable, who has the have full authority to act for the Contractor on all contract matters relating to this contract. The PM or alternate shall be on-site during the Government's regular working hours and shall be available on-site within one hour after the Government's regular working hours.

0200000 - Management and Administration		
Spec Item	Title	Description
2.7.1.2	Quality Manager	<p>The Contractor shall provide a Quality Manager or designated alternate shall be on-site within during the Government's regular working hours and shall be available on-site within two hours after the Government's regular working hours. The Quality Manager must report directly to a senior corporate official and shall not report directly to the Project Manager.</p> <p>The Quality Manager shall have fulfilled the following pre-requisite training and experiences before being hired as the Quality Manager under this contract</p> <p>The Quality Manager shall have at least three years of experience in preparing and enforcing QMS programs on contracts of similar size, scope and complexity. The Quality Manager may be the same person as the SSHO.</p>
2.7.1.3	Site Safety and Health Officer (SSHO)	<p>The SSHO must meet the requirements of EM 385-1-1 Section 1 and ensure that the requirements of 29 CFR 1926.16 are met for the project. Provide a Safety oversight team that includes a minimum of one Competent Person at each project site to function as the Site Safety and Health Officer (SSHO). The SSHO or an equally-qualified Designated Representative/alternate shall be on-site at all times when work is being performed to implement and administer the Contractor's safety program and government-accepted Accident Prevention Plan. The SSHO's training, experience, and qualifications shall be as required by EM 385-1-1 paragraph 01.A.17, entitled SITE SAFETY AND HEALTH OFFICER (SSHO), and all associated sub-paragraphs. The Contractor is responsible for all of the cost incurred for the mandated safety training.</p> <p>A competent person shall be provided for all of the hazards identified in the Contractor's Safety and Health Program in accordance with the accepted Accident Prevention Plan, and shall be on-site at all times when the work that presents the hazards associated with their professional expertise is being performed. Provide the credentials of the Competent Persons(s) to the Contracting Officer for acceptance in consultation with the Safety Office.</p> <p>The Contractor shall provide a SSHO whose primary duty and responsibility is to prepare and enforce the Contractor's safety program on this contract. The SSHO shall have fulfilled the following pre-requisite training and experiences before being hired as the SSHO under this contract:</p> <p>The SSHO shall have completed five years of satisfactory experience in preparing and enforcing safety programs on contracts of similar size and complexity in the past or three years' experience if he possesses a Certified Safety Professional (CSP) or safety and health degree. The SSHO shall have completed the OSHA 30-hour construction safety class or equivalent and maintain competency through 24 hours of formal safety and health related coursework every four years. The SSHO shall not be the same person as the project manager.</p>

0200000 - Management and Administration		
Spec Item	Title	Description
2.7.1.4	Environmental/Energy Manager	<p>The Contractor shall provide an Environmental/Energy Manager whose primary duty and responsibility is to ensure Contractor operations adhere to the goals and policies of the Environmental Management System, the Installation Energy Plan, and other specified Sustainability requirements affecting this contract. The Environmental/Energy Manager shall develop, implement, and monitor environmental strategies, policies and programs that promote sustainable development and examine the contract activities to establish where improvements can be made and ensure compliance with environmental legislation and energy policy.</p> <p>The Environmental/Energy Manager shall have a minimum two years' experience with environmental procedures similar to those of this contract; familiarity with Environmental Management Systems (EMSs); and knowledge of environmental regulations and federal energy laws and policy (including energy and water reduction requirements and renewable energy requirements) that are applicable to operations similar to those of this contract.</p>
2.7.2	Employee Requirements	The Contractor shall provide experienced, qualified, and capable personnel to perform the work in this contract. Personnel shall be fully knowledgeable of all safety, environmental, and energy requirements associated with the work they perform. Personnel shall speak, read, and comprehend English to the extent that they can perform the contract requirements and comply with installation emergency procedures.
2.7.2.1	Employee Certification and Training	The Contractor shall maintain personnel certification, training, and licensing records for employee requirements specified herein and within all technical annexes/sub-annexes. Certification, training, and licensing records shall be kept current and on file for the duration of the contract including all option periods. Records shall be made available for Government review within 4 hours of request.
2.7.2.2	Employee Appearance	The Contractor shall ensure that all employees present a professional appearance that is appropriate for their position. The KO reserves the right to determine the acceptability of any clothing worn. All Contractor/subcontractor employees working under this contract shall be identified by a distinctive nameplate, emblem, or patch attached in a prominent place on an outer garment. Employee identification shall not be substituted for station required passes or badges.
2.7.2.3	Employee Conduct	Contractor employees shall conduct themselves in a proper, efficient, courteous, and businesslike manner.
2.7.2.4	Identification as Contractor Employee	Contractor employees shall identify themselves as Contractor personnel by introducing themselves or being introduced as Contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel. All Contractor employees shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.
2.7.2.5	Removal of Employees	The Contractor shall remove from the site any individual whose continued employment is deemed by the KO to be contrary to the public interest or inconsistent with the best interests of National Security.
2.7.2.6	Proof of Legal Residency	No employee or representative of the Contractor will be admitted to the site of work unless satisfactory Proof of Legal Residency is furnished per Section F.
2.7.3	Enterprise-wide	(eCMRA) - Not applicable to this contract.

0200000 - Management and Administration		
Spec Item	Title	Description
	Contractor Manpower Reporting Application	
2.8	Security Requirements	The Contractor shall comply with all Federal, state, and local security statutes, regulations, and requirements. The Contractor shall become acquainted with and comply with all Government regulations as posted, or as requested by the KO when required to enter a Government site. The Contractor shall ensure that all security/entrance clearances are obtained.
2.8.1	Employee Listing	The Contractor shall maintain a current Employee List and submit per Section F. The list shall include employee's name, supervisor, company, and level of security clearance.
2.8.2	Vehicles	The company name shall be displayed on each of the Contractor's vehicles in a manner and size that is clearly visible. All vehicles shall display a valid state license plate that complies with State Vehicle Code. Vehicles shall meet all other requirement of the State Vehicle Code, such as safety standards, and shall carry proof of insurance and state registration, if applicable.
2.8.3	Passes and Badges	<p>All Contractor employees shall obtain the required employee and vehicle passes. The Contractor employees must be able to obtain Common Access Cards (CAC) in accordance with security requirements. Each employee shall wear the Government issued badge over the front of the outer clothing. When an employee leaves the Contractor's service, the employee's Passes and Badges shall be returned within 10 calendar days.</p> <p>Application for and use of badges will be as directed. Obtain access to the installation by participating in the Navy Commercial Access Control System (NCACS) or by obtaining passes each day from the Base Pass and Identification Office. Costs for obtaining passes through the NCACS are the responsibility of the Contractor. One-day passes, issued through the Base Pass and Identification Office, will be furnished without charge. Furnish a completed EMPLOYMENT ELIGIBILITY VERIFICATION (DHS FORM I-9) form for all personnel requesting badges. This form is available at http://www.uscis.gov/portal/site/uscis by searching or selecting Employment Verification Form I-9. Immediately report instances of lost or stolen badges to the Contracting Officer.</p> <p>... NCACS Program: NCACS is a voluntary program in which Contractor personnel who enroll, and are approved, are subsequently granted access to the installation for a period up to one year, or the length of the contract, whichever is less, and are not required to obtain a new pass from the Base Pass and Identification Office for each visit. The Government performs background screening standards. Periodic background screenings are conducted to verify continued NCACS participation and installation access privileges. Under the NCACS program, no commercial vehicle inspection is required, other than for Random Anti-Terrorism Measures (RAM) or in the case of an elevation of Force Protection Conditions (FPCON). Information on costs and requirements to participate and enroll in. NCACS is available at http://www.rapidgate.com/vendors/how-to-enroll or by calling 1-877-727-4342. Contractors should be aware that the costs incurred to obtain NCACS credentials, or costs related to any</p>

0200000 - Management and Administration		
Spec Item	Title	Description
		<p>means of access to a Navy Installation, are not reimbursable. Any time invested, or price(s) paid, for obtaining NCACS credentials will not be compensated in any way or approved as a direct cost of any contract with the Department of the Navy.</p> <p>Those who do not participate in the Rapid Gate program will be issued a one-time 30-day pass followed by a requirement to renew their pass every four (4) days at the installation Contractor Vetting Office located in Building 812.</p>
2.8.4	Access to Installation	<p>Marine Corps Installations East - Marine Corps Base Camp Lejeune and Marine Corps Air Station New River have implemented the new RAPIDGate program intended to enhance installation access control. See attachment J-0200000-07-1 for further instruction.</p> <p>The Contractor shall furnish a completed EMPLOYMENT ELIGIBILITY VERIFICATION (DHS FORM I-9) form for all personnel requesting badges. This form is available at http://www.uscis.gov/portal/site/uscis by searching or selecting Employment Verification (Form I-9). Immediately report instances of lost or stolen badges to the Contracting Officer. Denial of Contract ID Card Issuance (J-0200000-06) and Visitor Center and Contractor Vetting Access Control (J-0200000-07) are provided. RAPIDGate Access Control Program for Vendors, Suppliers, Contractors, and Service Providers (J-0200000-07-1) and RAPIDGate Program Enrollment Information (J-0200000-07-2) are provided.</p>
2.8.4.1	NCACS Program	<p>NCACS is a voluntary program in which Contractor personnel who enroll, and are approved, are subsequently granted access to the installation for a period up to one year, or the length of the contract, whichever is less, and are not required to obtain a new pass from the Base Pass and Identification Office for each visit.</p> <p>The Government performs background screening and credentialing. Throughout the year the Contractor employee must continue to meet background screening standards. Periodic background screenings are conducted to verify continued NCACS participation and installation access privileges. Under the NCACS program, no commercial vehicle inspection is required, other than for Random Anti-Terrorism Measures (RAM) or in the case of an elevation of Force Protection Conditions (FPCON).</p> <p>Information on costs and requirements to participate and enroll in NCACS is available at http://www.rapidgate.com/vendors/how-to-enroll or by calling 1-877-727-4342.</p> <p>Those who do not participate in the Rapid Gate program will be issued a one-time 30-day pass followed by a requirement to renew their pass every four (4) days at the installation Contractor Vetting Office located in Building 812.</p>

0200000 - Management and Administration		
Spec Item	Title	Description
2.8.4.2		Participation in the NCACS is not mandatory, and if the Contractor chooses to not participate, the Contractor's personnel will have to obtain daily passes, be subject to daily mandatory vehicle inspection, and will have limited access to the installation. The Government will not be responsible for any cost or lost time associated with obtaining daily passes or added vehicle inspections incurred by non-participants in the NCACS.
2.8.5	Access to Buildings	The Contractor shall monitor and control access into restricted areas under their responsibility, allowing only those individuals who have been properly cleared into restricted areas or other controlled access areas. The Contractor shall comply with security requirements, plus those imposed by the installation Commander at all times. Personnel with access to special areas will have the appropriate screening and/or security clearance, and personnel requiring routine access to restricted areas will wear special badges authorizing access for those areas. Contractor personnel shall not enter restricted or controlled areas or installation facilities unless specifically authorized in performance of their duties. The Contractor shall secure all buildings and facilities entered during non-duty hours and will secure all building and facilities under the Contractor's cognizance at the end of each work day or shift period.
2.8.6	Access Arrangements	The Contractor shall make all arrangements through the appropriate office necessary to obtain access to buildings, facilities and other work areas, and when necessary, arrange for them to be opened and closed by the controlling authority. The Government may issue keys to the Contractor. The Contractor shall use due diligence and be responsible for compromised security systems to include replacement costs that result from its action or inaction.
2.8.6.1	Escort Arrangement for Secured Areas	The Contractor shall make arrangements for Government escort into secured areas requiring escort. The KO will provide information on applicable buildings, spaces and the appropriate point of contact. The Contractor may experience delays while waiting for escorts. The Government estimates the wait period can be up to 15 minutes. The Contractor shall notify the Government Performance Assessment Representative (PAR) and appropriate point of contract if an escort is not available after 15 minutes and access to accomplish the work is denied. Unscheduled requirements, e.g., trouble calls, may require a longer wait for an escort.
2.8.7	Security Clearances	Not applicable to this contract.
2.8.8	Access to Sensitive Unclassified Information	Not applicable to this contract.
2.8.9	Employee Status	The Contractor shall notify the KO of any changes to any employee's status to include, but not limited to, termination, convictions/arrests, adverse actions taken on the job for any reason or any other documented misbehavior that may affect, or have the potential to affect, security standing in terms of access to federal facilities or IT systems.
2.9	Contractor Safety Program	For Commercial Item Acquisition (CIA) tailor Contractor's safety program requirements based on market survey research results. The Contractor shall develop and implement a Safety Program detailing how the Contractor plans, staffs, performs, and controls all safety practices while delivering best value services to the Government without any

0200000 - Management and Administration		
Spec Item	Title	Description
		accidents or mishaps. The Contractor's safety program shall comply with all safety standards identified in the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1 and Public Law 91-596, Occupational Safety and Health Act.
2.9.1	Accident Prevention Plan (APP)	<p>The Contractor shall develop and implement a site Accident Prevention Plan (APP). The APP shall be prepared by the Contractor's SSO and shall be followed by all Contractor employees, subcontractors, and vendors at each service site.</p> <p>For low risk or limited scope contracts, e.g., single function custodial, grounds maintenance and landscaping, integrated solid waste management, pavement clearance, pest control – "The APP shall follow the abbreviated format and include, as a minimum, elements addressed in paragraph 11 of Appendix A of EM 385-1-1."</p> <p>The Contractor shall submit an APP for acceptance per Section F. The Contractor shall review, update, and submit revisions to the APP whenever a change in work conditions, hazards, or activities occur. Submittal of the APP shall include Activity Hazard Analyses (AHAs) and Occupational Risk and Compliance Plans and Programs as specified below.</p>
2.9.2	Activity Hazard Analysis (AHA)	<p>The Contractor shall prepare Activity Hazard Analyses (AHAs) for all applicable common recurring work activities performed under this contract. AHAs for recurring work shall be submitted with the APP and shall be updated as work activities or conditions change and additional AHAs prepared as new work activities are required. AHAs for non-recurring and one-time (e.g., non-recurring work task orders) work occurrences shall be submitted at least two working days prior to start of work. Specifically:</p> <ul style="list-style-type: none"> ... For contract modifications to recurring work requirements where changes are germane to the original contract, the Contractor shall revise applicable AHAs within 15 calendar days after modification is signed. ... For contracts with non-recurring work ELINs, the Contractor shall submit an AHA on non-recurring work task orders, with the associated proposal, whenever the service environment or required task is different from the recurring work priced services. ... For construction (including renovation or alteration) task orders placed on the non-recurring work portion of contract, the Contractor shall submit a separate AHA for each task order with the associated proposal. <p>AHAs shall follow format of Figure 1-2 of EM 385-1-1 and shall explain the following as detailed in the EM 385-1-1:</p> <ul style="list-style-type: none"> ... The steps of the service process; ... Identify potential hazards that exist as a result of the Contractor's service process within the environment; ... Measures or plans of actions to safely remove potential hazards away from people in and around the service process and

0200000 - Management and Administration		
Spec Item	Title	Description
		<p>environment;</p> <ul style="list-style-type: none"> ... Specific materials and equipment necessary to safely remove potential hazards away from people in and around the service process and environment; ... Inspection requirements to assure service activity is safe; and ... Training of service personnel to be aware of potential hazards and measures or plans of actions to be used to remove hazards from service environment. <p>During performance of services, the SSHO shall periodically review the AHA at each service site and for each sub-annex to assess the effectiveness of the Contractor's overall APP. If changes to the AHAs are required, such changes shall be submitted to the KO for review and acceptance.</p>
2.9.3	Occupational Risk and Compliance Plans	The Contractor shall develop, provide and implement occupational risk and compliance plans, as specified below, as necessary for the situation or types of work to be performed under this contract. These plans shall be submitted with the APP and shall be updated as situations change. Additional plans as referenced in Appendix A of EM 385-1-1 shall be developed as applicable when new types of work are required under this contract.
2.9.3.1	Abrasive Blasting Plan	Not applicable to this contract.
2.9.3.2	Access/Haul Road Plan	Not applicable to this contract.
2.9.3.3	Alcohol and Drug Abuse Prevention Plan	The Contractor shall develop an alcohol and drug abuse prevention plan to explain how it will satisfy the drug-free work force requirement as stated in DFARS Clause 252.223-7004 and include elements addressed in paragraph 01.C.02 of EM 385-1-1.
2.9.3.4	Asbestos Abatement Plan	Not applicable to this contract.
2.9.3.5	Chemical Hazard Communication Program	Not applicable to this contract.
2.9.3.6	Confined Space Program	Not applicable to this contract.
2.9.3.7	Critical Lift Plan	Not applicable to this contract.
2.9.3.8	Demolition Plan	Not applicable to this contract.
2.9.3.9	Emergency Response Plans	The Contractor shall develop emergency response plans to ensure safe evacuation and personnel safety in the event of fire or other emergency that include elements addressed in paragraphs 01.E, 03.A, 03.D, and 19.A.04 of EM 385-1-1.
2.9.3.10	Excavation/Trenching Plan	Not applicable to this contract.
2.9.3.11	Fall Prevention and Protection Plan	The Contractor shall develop site specific fall prevention and protection plan to protect and prevent its service workers from falling from heights of 1.8m (6 feet) or more. This plan shall include elements addressed in paragraph 21.C of EM 385-1-1 and ANSI A10.32, ANSI Z359.1, and ANSI/ASSE A10.34. A competent person for fall protection shall prepare and sign the plan.
2.9.3.12	Fire Prevention Program	The Contractor shall develop a fire prevention program to include a fire prevention plan and annual survey to include elements addressed in paragraph 06.C and 09.A of EM 385-1-1, NFPA 10, NFPA 241, NFPA 51B, NFPA 70, and NFPA 70E.

0200000 - Management and Administration		
Spec Item	Title	Description
2.9.3.13	Floating Plant Severe Weather Precaution Plan and Marine Emergency Plan	Not applicable to this contract.
2.9.3.14	Hazardous Energy Control Program	The Contractor shall develop a hazardous energy control program to include elements addressed in paragraph 12.A.12 of EM 385-1-1.
2.9.3.15	Health Hazard Control Program and Hazard Communication Program	Not applicable to this contract.
2.9.3.16	Heat/Cold Stress Monitoring Plan	The Contractor shall develop a heat/cold stress monitoring plan to include elements addressed in paragraph 06.I.02 of EM 385-1-1.
2.9.3.17	Lead Compliance and Abatement Plan	The Contractor shall develop a plan for the proper removal and handling of Lead contaminated filters and any other hazardous materials in the Traps operations, maintenance, and repairs in Annex 1502000.
2.9.3.18	Radiation Safety Program	Not applicable to this contract.
2.9.3.19	Respiratory Protection Program	Not applicable to this contract.
2.9.3.20	Site Sanitation Plan	The Contractor shall develop a site sanitation plan to include elements addressed in Section 2 of EM 385-1-1.
2.9.3.21	Temporary Facility Layout Plan	Not applicable to this contract.
2.9.3.22	Underground Emergency Rescue Plan	Not applicable to this contract.
2.9.4	Accident and Damage Reporting	<p>The Contractor shall notify the Contracting Officer as soon as practical, but no more than four hours after any accident meeting the definition of Recordable Injuries or Illnesses or High Visibility Accidents, property damage equal to or greater than \$2,000, or any motor vehicle accident. Notification shall also be provided for any mishap occurring in any of the following high hazard areas: electrical (to include Arc Flash, electrical shock, etc.); uncontrolled release of hazardous energy (includes electrical and non-electrical); weight or load handling equipment (LHE) or rigging; fall-from-height (any level other than same surface); and underwater diving. These mishaps shall be investigated in depth to identify all causes and to recommend hazard control measures. Within notification include Contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (to include type of equipment used, PPE used, etc.). Preserve the conditions and evidence on the accident site until the Government investigation team arrives on-site and Government investigation is conducted.</p> <p>The Contractor shall conduct an accident investigation for recordable injuries and illnesses, for accidents requiring Medical Treatment, property damage accidents resulting in at least \$20,000 in damages, and near misses as defined in EM 385-1-1, to establish the root cause(s) of the accident. The Contractor shall complete the applicable NAVFAC Contractor Incident Reporting System (CIRS) per Section F. Required or special forms are provided in J-0200000-05-1.</p>

0200000 - Management and Administration		
Spec Item	Title	Description
		<p>For a near miss, the Contractor shall complete the applicable documentation in NAVFAC Contractor Incident Reporting System (CIRS), per Section F.</p> <p>The Contractor shall conduct an accident investigation for any motor vehicle accident to establish the root cause(s) of the accident; complete the Motor Vehicle Accident Report form and submit per Section F. The Motor Vehicle Accident Report form is provided in J-0200000-05-2.</p>
2.9.4.1	Accident Reporting and Notification Criteria	<p>The following criteria and definitions apply to the accident reporting requirements specified above:</p> <p>Recordable Injuries or Illnesses. Any work-related injury or illness that results in:</p> <ol style="list-style-type: none"> 1) Death, regardless of the time between the injury and death, or the length of the illness; 2) Days away from work (any time lost after day of injury/illness onset); 3) Restricted work; 4) Transfer to another job; 5) Medical treatment beyond first aid; 6) Loss of consciousness; or 7) A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in (1) through (6) above. <p>High Visibility Accident. Any mishap which may generate publicity or high visibility.</p> <p>Medical Treatment. Treatment administered by a physician or by registered professional personnel under the standing orders of a physician. Medical treatment does not include first aid treatment even through provided by a physician or registered personnel.</p>
2.9.5	Fire Protection	The Contractor shall know where fire alarms are located and how to activate them. The Contractor shall handle and store all combustible supplies, materials, waste and trash in a manner that prevents fire or hazards to persons, facilities, and materials.
2.9.6	Semi-Annual Reporting of Limitation on Subcontracting	The Contractor shall submit Semi-Annual reports to monitor compliance with FAR Clause 52.219-14, Limitations on Subcontracting to the Contracting Officer, per Section F. The prime contractor shall perform at least 50 percent of the cost of the contract performance by their own personnel. If subcontractors are obtained to perform any work, employees shall be limited to the amount of work in accordance with FAR Clause 52.219-14 in this contract.
2.9.7	OSHA Citations and Violations	The Contractor shall correct violations and citations promptly and provide a copy of each OSHA citation and OSHA report with written OSHA Citations and Violations Corrective Action Report per Section F.
2.9.8	Safety Inspections and Monitoring	<p>The Contractor shall conduct inspections of its work areas, job sites, and work crews every day work is being performed to ensure that all Contractor operations are being conducted safely. These inspections shall ensure:</p> <p>... The site is safe and free of job-site hazards</p>

0200000 - Management and Administration		
Spec Item	Title	Description
		<ul style="list-style-type: none"> ... Proper PPE is being utilized and worn. ... Safe work practices and processes are being followed. ... Workers are familiar with the hazards covered in the respective AHA for that work activity. ... All equipment and tools are in good condition and being used safely. <p>The Government reserves the right to inspect and monitor Contractor operations for safety compliance. In general, the Government approach will be to conduct Performance Assessment on the quality and effectiveness of the Contractor's safety program. The Government reserves the right to stop any work activity when it deems danger is imminent. Contractor personnel shall work in a safe manner and comply with all applicable safety regulations. The Contractor shall be subject to safety inspections of its work sites by the Government. Contractor safety records shall be available to the KO upon request.</p> <p>Whenever the KO becomes aware of any safety noncompliance or any condition which poses a serious or imminent danger or hazard to the health or safety of the public or Government Personnel, the KO will notify the Contractor orally, with written confirmation, and request immediate corrective action. This notice, when delivered to the Contractor's representative or SSHO, shall be deemed sufficient notice of noncompliance and that corrective action is required. After receiving this notice, the Contractor shall immediately take corrective action. If the Contractor fails, delays, or refuses to promptly take corrective action, the KO may issue a stop work order for all or part of the services or work until satisfactory corrective action has been taken. Whenever such a stop work order has been issued, the Contractor shall waive all equitable adjustments to the contract related to the stop work ordered issued. The Contractor shall include this requirement in all of its subcontracts and vendor contracts in support of contract safety.</p>
2.9.9	Safety Certification	The Contractor shall submit copies of all the required Federal, state, county, city and industry Safety Certifications for work performed under this contract per Section F. These certifications shall be kept up to date by the Contractor. The Contractor shall submit new versions of certifications as the old certifications expire. No work, that requires a certification, shall start without a valid and approved certification.
2.9.10	Safety Apparel on Jobsites	The Contractor personnel shall wear appropriate high-visibility safety apparel (garment, vest, or harness of retro-reflective and fluorescent material) meeting ANSI/ISEA 107-2010 requirements. Appropriate garment shall be based on the worker hazards and tasks, complexity of the work environment or background, and vehicular traffic and speed. As a minimum, the Contractor personnel shall wear ANSI/ISEA 107-2010 Class I compliant apparel.
2.10	Environmental Management and Sustainability	The Contractor shall perform work under this contract consistent with the following Environmental Management System (EMS) goals and policy. Goals: <ul style="list-style-type: none"> ... Reduce purchase and use of toxic and hazardous materials; ... Expand purchase of green products and services; increase recycling; ... Reduce energy and water use;

0200000 - Management and Administration		
Spec Item	Title	Description
		<ul style="list-style-type: none"> ... Increase use of alternative fuels and renewable energy; ... Integrate green building concepts in major renovations and new construction; ... Prevent pollution at the source; and ... Continual improvement. <p>Policy:</p> <ul style="list-style-type: none"> ... Protect public health and the environment by being an environmentally responsible member of the community; ... Preserve our natural, historic and cultural resources; ... Conserve natural resources by reducing what we discard, reusing items, and recycling materials, which includes purchasing products made from recycled materials; ... Integrate sound environmental practices into all our operations and business decisions; Integrate environmental protection requirements and pollution prevention initiatives into the early planning, design and procurement of facilities, equipment and material, as well as the planning and implementation of military training activities; ... Prevent or minimize pollution at its source as we seek out ways to eliminate or further minimize use of hazardous materials and generation of hazardous waste; ... Maintain a sound partnership with regulatory agencies to sustain our compliance with existing and new environmental laws and regulations; ... Enhance our program as we develop and implement an Environmental Management System; and ... Adhere to this policy, remind one another to do so, and ensure that our entire community knows this is our policy by our actions as well as our words. <p>The Contractor shall maintain monitoring and measurement information to address the EMS goals and policy and provide the EMS Goals and Policy Measurement Information to the KO when requested. In the event an EMS nonconformance or environmental noncompliance associated with the contracted services, tasks, or actions occurs, the Contractor shall take corrective and/or preventative actions assume legal and financial liability for the noncompliance and take corrective action immediately to remedy the noncompliance. The Contractor shall ensure that its employees are aware of their roles and responsibilities under the EMS and how these EMS roles and responsibilities affect work performed under the contract.</p>
2.10.1	Energy Management Program	Not applicable to this contract.
2.10.1.1	Water Conservation Plan	Not applicable to this contract.
2.10.1.2	Energy Efficient Products	The Contractor shall use life-cycle cost analysis in making decisions about investments in products, services, construction and other projects to lower Federal Government's costs and reduce energy consumption. The Contractor shall elect lifecycle cost effective Energy Star and other energy-efficient products when acquiring energy-using products. For product groups where Energy Star labels are not yet available, select products that are in upper 25 percent of energy efficiency as designated by

0200000 - Management and Administration		
Spec Item	Title	Description
		the Federal Energy Management Program. Use of high energy consuming tools or equipment is subject to approval by the KO prior to use.
2.10.2	Environmental Protection	The Contractor shall comply with all applicable Federal, state, and local laws, regulations, and executive orders, and with base-wide instructions, standards, and permit requirements. All environmental protection matters shall be coordinated with the KO. Inspection of any of the facilities operated by the Contractor may be accomplished by the Installation Environmental Protection Coordinator, or authorized officials on a no-notice basis during Government regular working hours. The Contractor shall comply with the instructions of the cognizant Navy Medical Department with respect to avoidance of conditions which create a nuisance or which may be hazardous to the health of military or civilian personnel. The Contractor is responsible for ensuring that its employees receive applicable environmental and occupational health and safety training, and is kept up to date on regulatory required specific training for the type of work to be conducted onsite. All on-site Contractor personnel, and their subcontractor personnel, performing tasks that have the potential to cause a significant environmental impact shall be competent on the basis of appropriate education, training, or experience.
2.10.2.1	ODS Requirements for Refrigerant Recycling	Not applicable to this contract.
2.10.2.2	Non-Hazardous Waste Disposal	<p>The Contractor shall dispose all wastes in accordance with all applicable Federal, state, and local laws, regulations, and executive orders, and with base-wide instructions, standards, and permit requirements.</p> <p>All non-hazardous, non-regulated debris and rubbish resulting from the work under this contract excluding recyclable materials shall be disposed of at appropriate off installation waste handling facilities.</p> <p>All regulated, non-hazardous waste shall be disposed of in accordance all applicable Federal, state, and local laws, regulations, and with base-wide instructions.</p> <p>The Contractor may ONLY USE THE Camp Lejeune Sanitary Landfill for the disposal of asbestos containing materials, building products with tightly adhered lead containing paint, non-contaminated clean dirt and clean gravel. The hours of operation are 0730-1530 Monday – Thursday and 0730-1430 on Friday. Delivery of acceptable materials (identified above) shall be by appointment only. Appointments made by phone at 910-451-5011 or 910-451-2946.</p> <p>ALL other contractor generated material shall be weighed through the Base Landfill scales before being removed from the Base. Contractors utilizing the base scales will require Contracting Officer assisted pre-registration with the Landfill Manager.</p> <p>The Contracting Officer will register the contract via E-mail, with the Base Landfill. All haul vehicles will maintain a secure vehicle placard as a condition to utilize the scale. E-mail the contract information to the Landfill Clerk, including the name of the Prime Contractor, contract number, job name/description, completion date and whether or not any of the above materials will be delivered to the Landfill. See Attachment J-0200000-09 Landfill Information Sheet with point of contact numbers.</p>

0200000 - Management and Administration		
Spec Item	Title	Description
		As of May 01, 2014 the above supersedes any and all other statements/specifications pertaining to the delivery of materials to the Base Landfill.
2.10.2.3	Hazardous Waste Disposal	The Contractor shall dispose of all hazardous waste in accordance with the Resource Conservation and Recovery Act and all other applicable Federal, state and local laws and regulations. No disposal of hazardous waste onboard the installation is allowed.
2.10.2.4	Spill Prevention, Containment, and Clean-up	The Contractor shall prevent, contain, clean up, and report all spills on Government property caused by the Contractor, in a manner that complies with applicable Federal, state, and local laws and regulations.
2.10.2.5	Hazardous Material Management	<p>The Contractor shall support the Consolidated Hazardous Material Reutilization and Inventory Management Program (CHRIMP).</p> <p>The Contractor shall submit an Emergency Planning and Community Right to Know Act (EPCRA) Report and Contractor Hazardous Material Inventory Log per Section F following the format provided in J-0200000-08.</p> <p>The Contractor shall receive approval from the KO prior to bringing hazardous material on Government Property or prior to any other use in conjunction with this contract. For approval to use any hazardous material, allow a minimum of 10 working days for processing the request. The Contractor shall post Safety Data Sheets (SDS) at the worksite where the products are being used. Should the Government determine that a chemical the Contractor will use needs to be tracked; the Government may direct the Contractor to submit additional information in order to fulfill reporting requirements.</p> <p>The Contractor shall ensure that procedures are in place to deal with hazardous materials, pursuant to the FAR Clause 52.223-3, HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA.</p>
2.10.2.6	Protection of Endangered and Threatened Species (Flora and Fauna)	The Contractor shall not disturb endangered and threatened species and their habitat. The Contractor shall carefully protect in-place and report immediately to the KO endangered and threatened species discovered in the course of work. The Contractor shall stop work in the immediate area of the discovery until directed by the KO to resume work.
2.10.2.7	Noise Control	The Contractor shall comply with all applicable Federal, state and local laws, ordinances, and regulations relative to noise control.
2.10.2.8	Salvage	All material and equipment removed or disconnected that is sound and of value shall remain the property of the Government.
2.10.2.9	Asbestos Containing Material (ACM)	Asbestos containing insulation, flooring, and other building materials may be encountered by the Contractor during the performance of work under this contract, and the Contractor shall remain alert to this possibility. If ACM is encountered or suspected in the performance of work, the Contractor shall avoid removing, sanding, abrading, or disturbing the material. The Contractor shall verbally notify the KO within one hour and follow-up with written ACM Notification within 24 hours.
2.10.3	Sustainable Procurement and Practices	Not applicable to this contract.

0200000 - Management and Administration		
Spec Item	Title	Description
2.10.3.1	Environmentally Preferable Products	The Contractor shall procure and use products that are energy-efficient (Energy Star or Federal Energy Management Program (FEMP)-designated), water efficient, bio-based, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT)-registered), non-ozone depleting, contain recycled content, or are non-toxic or less toxic alternatives, where such products and services meet performance requirements.
2.10.3.2	Use of Recovered Materials	Not applicable to this contract.
2.10.3.3	Use of Biobased Products	The Contractor shall make maximum use of biobased products in accordance with the FAR Clause 52.223-2 -- AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS. Information about these products is available at http://www.usda.gov/biopreferred .
2.11	Disaster Preparedness	The Contractor shall comply with the installation's Contingency Instruction contingency response plan The Contractor shall support the installation contingency response plan as directed by the KO.
2.12	Technical Library	Not applicable to this contract.
2.13	Warranty Management	Prior to performing repair work, the Contractor shall report to the KO any defect in workmanship, material, or parts, and any improper installation of equipment and components that are covered by a warranty. The Contractor is responsible for knowing which equipment and components are covered by the original warranty and the warranty duration. The KO will provide available warranty documents.
2.14	Recurring FFP Work Procedures	
2.14.1	Notification to the Government for Work Above the Recurring Work Limitations	The Contractor is fully responsible for work up to the recurring work limits. Recurring work limits are specified in subsequent annexes or sub-annexes. When work is expected to exceed the recurring work limits, the Contractor shall notify the KO within two hours of identification for further direction The Government may issue a task order in accordance with the non-recurring work portion of the contract detailed below or accomplish the work by means other than this contract.
2.14.2	Recurring Work – FFP Exhibit Line Item Numbers (ELINs)	FFP - Recurring work ELINS are provided in J-0200000-10.
2.14.3	Common Output Level Standards (COLS) Options	N/A to this contract.
2.14.3.1	Optional COLS CLINs for Region Funded Facility Services	N/A to this contract.
2.14.3.2	Option to Change COLS at Contract Award	N/A to this contract.
2.14.3.3	Option to Change COLS at Exercise of an Option Period	N/A to this contract.
2.15	Non-recurring IDIQ Work	Non-recurring IDIQ work is identified in each applicable annex or sub-annex. Non-recurring IDIQ work may consist of Unit Priced Task (UPT)

0200000 - Management and Administration		
Spec Item	Title	Description
		Work (non-negotiated) and Unit Priced Labor (UPL) Work (negotiated). The Contractor shall perform all non-recurring task work as ordered by the KO per Section G. Non-recurring IDIQ work will consist of Unit Priced Tasks and Unit Priced Labor Work which may be ordered by the Government as separate items or in combinations of items from the Non-recurring IDIQ Work Exhibit Line Items (ELINs) provided in Section J on an as needed basis.
2.15.1	Unit Priced Task (UPT) Work (Non-Negotiated)	A UPT is defined as a non-recurring work item that includes all direct and indirect costs plus profit associated with the particular unit of work. All materials and equipment (rented, leased or Contractor-owned) required for the accomplishment of a UPT shall be included within the respective exhibit line item prices. The fixed price for the task order is determined by multiplying the exhibit line item unit prices by the quantities ordered. The Contractor is not required to submit cost estimates for UPTs.
2.15.1.1	Acceptance and Performance	The Contractor shall possess the capability to accept and perform non-recurring IDIQ work via the Government electronic WAWF/iRAPT program.
2.15.1.2	Invoicing and Receiving Payment	Payment for completed task orders will be made using the WAWF/IRAPT. Reference "payment instructions clause" in Section G, DFARS clause 252.204-0006 Line Item Specific. The Contractor shall possess the capability to invoice and receive payment for non-recurring IDIQ work via WAWF/IRAPT. No partial or advance payments will be provided.
2.15.2	Unit Priced Labor (UPL) Work (Negotiated)	The Contractor shall perform all UPL work in accordance with the scope and delivery schedule negotiated per each task order. UPL work is defined as non-recurring IDIQ work that utilizes negotiated labor hours and materials to accomplish a task not required by the recurring FFP work portion of the contract. UPL includes separately priced labor, material, and equipment exhibit line items. The Contractor shall prepare and furnish a detailed cost estimate identifying proposed labor, material, and equipment costs, which upon approval by the KO, becomes the fixed price for the task order.
2.15.2.1	Non-recurring Work Preparation of Proposals	In response to the Government's Request for Proposal (RFP), the Contractor shall submit a non-recurring work proposal to the KO within two working days following receipt for each potential task order which includes: 1) a complete list of all tasks necessary to perform the required scope of work, 2) the number of direct labor hours to perform each task and 3) the projected quantity and costs of materials and equipment to perform the required scope of work.
2.15.2.1.1	Labor Requirements	Accepted industry time standards published in R. S. Means cost data, industry organizations, and similar estimating sources shall be used for determining the number of direct labor hours required to complete the scope of work. The total labor cost will be determined by totaling the number of direct labor hours and then multiplying by the UPL amount in the Non-recurring IDIQ Work Exhibit Line Items (ELINs) provided in Section J.
2.15.2.1.2	Material and Equipment Requirements	Accepted industry and Government material and equipment costs published in R. S. Means cost data, national material supplier catalogues, U.S. Army Corps of Engineers Construction Equipment Ownership and Operating Expense Schedule (EP 1110-1-8), equipment rental catalogues, and similar estimating sources shall be used for determining customary and reasonable costs for the material and equipment estimate. Projected

0200000 - Management and Administration		
Spec Item	Title	Description
		material requirements shall include a list of materials establishing the size, quality, number of units, and unit prices. Pre-expended bin supplies and materials shall not be included in the list of materials since the cost for these items are to be included in the labor hour unit price. Material prices shall be the lowest price available considering the availability of materials and the time constraints of the job. The direct material price shall include all discounts and rebates for core value and salvage value that accrue to the Contractor and Contractor-furnished warehousing cost. Equipment costs shall include rental and lease costs, ownership costs where Contractor-owned, equipment mobilization, and tools, not priced under the recurring work portion of the contract. The direct material price will be multiplied by the Contractor's non-recurring work material fixed burden rate.
2.15.2.2	Issuance of Final Task Order	The KO will order unit priced labor by issuing to the Contractor a copy of the approved scope of work and a task order for the work described, in accordance with Section G. Task order completion times will be specified on each task order.
2.15.3	Non-recurring (IDIQ)	IDIQ ELINs Work provided in J-0200000-10.

1502000 – Facility Investment Table of Content	
Spec Item	Title: BULLET TRAP - OPERATIONS, MAINTENANCE, & REPAIRS
1	General Information – (ALL LOCATIONS)
1.1	Concept of Operations – (ALL LOCATIONS)
2	Management and Administration – (ALL LOCATIONS)
2.1	Definitions and Acronyms – (ALL LOCATIONS)
2.1.1	Preventive Maintenance (PM)
2.2	Personnel
2.2.1	Certification, Training, and Licensing
2.3	Special Requirements
2.3.1	Workmanship and Material Standards
2.3.2	Historical Preservation
2.4	References and Technical Documents
3	RECURRING FFP WORK (MCBCL AND MCAS-NR, JACKSONVILLE, NC)
3.1	Operation and Maintenance
3.1.1	Service Trouble Calls
3.1.2	Rubber Berm Traps
3.1.3	Screw Conveyor System
3.1.4	Dust Collection Units
3.1.5	TCT-2 Systems
3.2	Minor Modifications/Repairs
3.3	Air Filtration Filter Exchange
3.4	Storage, Transporting, Disposal and Shipping Document
3.5	RECURRING FFP WORK (MCAS CHERRY POINT, NC)
3.5.1	PM Program - CP
3.5.2	Bi-Monthly - CP
3.5.3	Monthly - CP
3.5.4	Annually - CP
3.6	De-Lead Range - CP
3.7	Inert Certification and Verification - CP
4	NON-RECURRING IDIQ WORK (MCBCL AND MCAS-NR, JACKSONVILLE, NC)
4.1	Repairs
4.1.2	Unit Price Labor
4.1.3	Parts and Material
4.1.4	Equipment

1502000 – Facility Investment		
Spec Item	Title: Bullet Traps	Description – Operations, Maintenance, and Repairs
1	General Information	The Contractor shall provide all labor, management, supervision, tools, material, tools, materials, equipment, transportation, incidental engineering, and other items necessary to perform weekly operations, maintenance, and repairs of Bullet Traps on- site during normal working hours.
1.1	Concept of Operations	<p>The intent of 1502000 Facility Investment is to specify the requirements for Sustainment, Restoration, and Modernization (SRM) sub-functions only. The Facility Investment requirements within this sub-annex primarily consist of infrastructure sustainment and minimal restoration and modernization work. Sustainment is the maintenance and repair necessary to keep an inventory of facilities and other assets in good working order. Restoration and modernization normally consists of major rehabilitation and capital improvements that is accomplished through other Navy programs. Some major repair, minor construction, and stand-alone demolition may be accomplished as part of Facility Investment.</p> <p>The Contractor shall perform maintenance and repairs for the following: Miscellaneous Bullet Traps Maintenance and De-leading</p> <p>Site Locations of Bullet Traps, Attachment J-1502000-07.</p> <p>Site Maps (MCB & MCAS-NR), Attachments J-1502000-08, 01 through 09.</p> <p>Site Map (Cherry Point, NC) Pistol Range Attachment J-1502000-09.</p>
2	Management and Administration	None.
2.1	Definitions and Acronyms	None.
2.1.1	Preventive Maintenance (PM)	PM consists primarily of inspection, testing, cleaning, lubrication, adjustment, calibration, and minor part and component replacement (such as filters, batteries, belts, hoses, fluids, oil, and grease) as required to verify proper system operation; minimize malfunction, breakdown, and deterioration of systems and equipment; and maximize useful life.
2.2	Personnel	<p>The Contractor shall provide personnel with the qualifications, technical knowledge, experience, and skills required for efficient operations within the SRM function.</p> <p>The Contractor will maintain a cell phone so that he/she may be reached at any time. This cell phone number is to be provided to the Government Representative.</p>
2.2.1	Certification, Training, and Licensing	<p>All employees will be properly trained and certified as required by Federal and State laws for the work they will perform under this contract. Any proof of certification or training will be provided upon request from the KO.</p> <p>At a minimum the following personnel certifications/qualifications are required:</p> <p>(1) Personnel performing inspections of lead debris collected from bullet trap activities, and providing inert certifications/verifications as well, shall possess qualifications in accordance with CEHNC DID OE-025.01 commensurate with the qualification required for the tasks to be performed.</p> <p>(2) The personnel working under this contract shall be qualified and licensed for the work they are performing as required by the North Carolina Department of Environmental Protection. Additionally all personnel performing work under this contract shall be qualified and licensed as required by all other federal state, and local regulations.</p>

1502000 – Facility Investment		
Spec Item	Title: Bullet Traps	Description – Operations, Maintenance, and Repairs
		<p>(3) Within 15 days of contract award, the Contractor shall submit a copy of all required licenses(s) for all employees that will be assigned to this contract. If the contractor hires new employees he shall submit a copy of required licenses(s) prior to the personnel performing work on this contract.</p> <p>Refer to Section F.</p>
2.3	Special Requirements	N/A
2.3.1	Workmanship and Material Standards	<p>The Contractor shall be responsible for maintaining all facilities, systems, and equipment, identified in this technical sub-annex, to a standard that prevents deterioration beyond that which results from normal wear and tear and corrects deficiencies in a timely manner to assure full life expectancy of the facilities, systems, and equipment. Best commercial practices shall be applied in the performance of work. All work shall be completed per approved and accepted industry and equipment manufacturers’ standards and shall comply with building and safety codes, applicable activity, local, state, and federal regulations, and other technical requirements identified within this technical sub-annex.</p> <p>Workmanship for maintenance and repair shall include all work necessary to complete facility and system restoration, including touch-up painting and operational checks. Upon completion of work, the Contractor shall ensure all facilities, systems, and equipment are free of missing components or defects which would affect the safety, appearance, or habitability of the facilities and structures or would prevent any electrical, mechanical, plumbing or structural system from functioning in accordance with design intent. Repairs shall be made in accordance with the manufacturers’ specifications and guidelines, and standard building codes. The quality of repairs shall meet the applicable standards and shall prevent any malfunction reoccurrences caused by poor workmanship or other contractor inadequacies. The quality of the repaired areas shall be fully compatible with adjacent surfaces or equipment. Except where otherwise specified, replacements shall match existing in dimensions, finish, color, design, and functionality and shall have an appearance similar to the original finished appearance with only minor unobjectionable deterioration resulting from normal use.</p> <p>The Contractor shall not allow debris to spread unnecessarily into adjacent areas nor accumulate in the work area. All such debris, excess material, and parts shall be cleaned up and removed at the completion of the job and at the end of each day work is in progress. Upon completion of work, any stains and other unsightly marks shall be removed.</p>
2.3.2	Historical Preservation	Buildings and facilities designated as historical sites shall be maintained in accordance with Federal, state and local historical policies and regulations.
2.4	References and Technical Documents	References and Technical Documents are listed in J-1502000-01.

1502000 – Facility Investment				
Spec Item	Title: Bullet Traps	Performance Objective	Related Information	Performance Standard
3.	Recurring FFP Work (MCBCL & MCAS-NR)	The Contractor shall maintain, repair, and alter Bullet Traps on-site during normal working hours to ensure they are fully functional and operational.	<p>The Contractor shall provide all necessary test instruments, equipment, and tools required to maintain the operations of the Bullet Traps and perform maintenance and repairs as required for the Bullet Traps currently listed in in Annex 1502000.</p> <p>The contractor is required and responsible for conducting research, collecting data, coordinating, information gathering, and making copies of reports and studies, as necessary, for their use in completing this project. The Contractor shall coordinate with FSCM to complete the work. The FSCM point of contact (POC) will assist the contractor in coordination of all installation contacts and information gathering activities. However, the contractor is responsible for physically gathering all data.</p>	Facilities, systems equipment, are in normal working condition and function properly in accordance with specified standards.
3.1	Operation and Maintenance	The Contractor shall perform system maintenance of bullet traps to ensure proper operation, to minimize breakdowns, and to maximize useful life.	Maintenance is accomplished in accordance with the Contractor's maintenance program plan and work schedule.	Facilities, systems equipment, are in normal working condition and function properly in accordance with specified standards

1502000 – Facility Investment

Spec Item	Title: Bullet Traps	Performance Objective	Related Information	Performance Standard
		Operation and Maintenance Checklist (J-1502000-03) is provided.	The Contractor will visit each site weekly, during normal working hours. The Contractor will respond within 24 hours to any maintenance issues that require immediate attention, or that is generated from the weekly site visit. Coordinate with EMD's Resource Conservation and Recovery Section (451-1482) on recycling/disposal issues. Recovered bullets will be managed in accordance with Base Order 6240.5B.	
3.1.1	Service Trouble Calls	The Contractor shall respond to any maintenance issues discovered during the weekly site visit that requires immediate attention, or generated from the weekly site visit.	Maintenance identified responded to within 24 hours. All work accomplished with adequate internal controls and review procedures to eliminate conflicts, errors, and omissions.	
3.1.2	Rubber Berm Traps Maintenance	The Contractor shall Perform Semi-annual maintenance in accordance with Mfr. recommendation or as directed by FSCM.	Maintenance is accomplished in accordance the Complete Berm Trap Package Operations & Maintenance Manual (J-1502000-04). The Rubber Berm will be cleaned on a semi-annual basis. The method should be in accordance with the manufacturer recommendation, and determined by the contractor if more than one method exist. An Operations Manual for the Complete Berm Trap Package Operations & Maintenance Manual is provided in J-1502000-04.	Facilities, systems equipment, are in normal working condition and function properly in accordance with specified standards Service trouble calls are completed within ten calendar days.

1502000 – Facility Investment

Spec Item	Title: Bullet Traps	Performance Objective	Related Information	Performance Standard
3.1.3	Screw Conveyor System	The Contractor shall Perform Periodic maintenance required on the screw conveyor system of some bullet traps.	<p>The Contractor shall develop and submit a PM program per Section F.</p> <p>Maintenance is accomplished in accordance with the Complete Berm Trap Package Operations & Maintenance Manual provided in J-1502000-04.</p> <p>Maintenance is accomplished in accordance with the Screw Conveyor Assy. Operations & Maintenance Manual provided in J-1502000-10.</p> <p>The Contractor will visit each site weekly, during normal working hours. The Contractor will respond within 24 hours to any maintenance issues that require immediate attention, or that is generated from the weekly site visit. Coordinate with EMD's Resource Conservation and Recovery Section (451-1482) on recycling/disposal issues. Recovered bullets will be managed in accordance with Base Order 6240.5B.</p>	<p>Maintenance is accomplished in accordance with the Contractor's PM program and work schedule.</p> <p>PM is performed in accordance with manufacturers' recommended procedures and OEM standards.</p>
3.1.4	Dust Collection Units	The Contractor shall perform weekly Maintenance.	<p>The Contractor shall develop and submit a PM program per Section F.</p> <p>Maintenance is accomplished in accordance with the DCU Range Package Operations Manual and Checklist provided in J-1502000-05.</p> <p>The Contractor will visit each site weekly, during normal working hours. The Contractor will respond within 24 hours to any maintenance issues that require immediate attention or that is generated from the weekly site visit. Coordinate with EMD's Resource Conservation and Recovery Section (451-1482) on recycling/disposal issues. Recovered bullets will be managed in accordance with Base Order 6240.5B.</p>	Maintenance is performed in accordance with Contractor's PM program and work schedule.

1502000 – Facility Investment				
Spec Item	Title: Bullet Traps	Performance Objective	Related Information	Performance Standard
3.1.5	TCT-2 Systems	The Contractor shall perform weekly inspections and maintenance on the Trap Containment systems to ensure proper operation, to minimize breakdowns, and to maximize useful life.	<p>Maintenance is accomplished in accordance with the Complete TCT-2 System provided in J-1502000-06.</p> <p>The Contractor will visit each site weekly, during normal working hours. The Contractor will respond within 24 hours to any maintenance issues that require immediate attention, or that is generated from the weekly site visit.</p> <p>Coordinate with EMD's Resource Conservation and Recovery Section (451-1482) on recycling/disposal issues. Recovered bullets will be managed in accordance with Base Order 6240.5B.</p>	Maintenance is performed in accordance with Contractor's PM program and work schedule.
3.2	Minor Modifications/ Re pairs	The Contractor shall perform system modifications identified by the Government representative that can be accomplished during normal working hours.	<p>Tasks such as repairing deflectors, deceleration chambers, painting, dry lead cleanup, wet lead cleanup, and canister inspections.</p> <p>If the Contracting Officer determines that additional manpower is necessary to perform new installation, modifications, and/or repairs, a task order will be issued under the Indefinite Delivery, Indefinite Quantity (Non-recurring) portion of this contract, or the work will be performed by other means.</p>	Facilities, systems equipment, are in normal working condition and function properly in accordance with specified standards.
3.3	Air Filtration Filters Exchange and Vacuum	<p>Remove Lead Contaminated filters replace with new Filters, Transport Contaminated Filters to Bldg. 978 EMD Hazmat facility.</p> <p>The Contractor shall be responsible for supplying all filters that are replaced annually and semiannually.</p>	<p>Replace 36 HEPA Filters 99.97 % efficiency (36 24x24x12) Annually under lead condition located at RR501.</p> <p>Replace 36 HEPA Filters (36 24x24x2 Filters), and HEPA vacuum from top, under and behind, to bottom of the metal traps to remove bullet fragments and lead dust, Semiannually under lead condition located at RR501.</p>	Facilities, systems equipment, are in normal working condition and function properly in accordance with specified standards.

1502000 – Facility Investment				
Spec Item	Title: Bullet Traps	Performance Objective	Related Information	Performance Standard
3.4	Storage, Transporting, Disposal and Shipping Documents	All applicable storage, transportation, and disposal requirements of Federal, State, DoD, and local hazardous waste statutes, regulations, directives and orders must be strictly adhered to when executing this task.	<p>An inventory management control document will be prepared, which will list all inspected drums of lead debris, the location to which the drums have been transported, and the date that the contents of each drum underwent a smelting process. Copies of this control document will be provided to the Head of EMD’s Resource Conservation and Recovery System (RCRS) for review and approval before the drums leave the Base; the completed document will be returned to RCRS once the contents of each drum have been recycled.</p> <p>A requisition and turn in document, DD Form 1348, will accompany the inventory management control document, and must be reviewed and signed by authorized RCRS personnel before any drum of lead debris is allowed to leave the Installation. Inert certification and verification statements must accompany the chain-of-custody in order to receive signature from these EMD personnel. The Contractor personnel certifying and verifying the inspections shall certify on the manifest/chain-of-custody document, as follows:</p> <p>“This certifies and verifies that the AEDA/MPPEH residue, Range Residue, and/or Explosive Contaminated property listed has been 100 percent inspected and, to the best of our knowledge and Belief, are inert and/or free of explosives or related materials.”</p> <p>All shipping documents must be provided to RCRS a minimum of five operational days prior to the requested date of transport.</p> <p>The contractor shall comply with all aspects of Chapter 4 of the</p>	Contractor accomplished task according Federal, State, DoD, and local hazardous waste statutes, regulations, directives and orders.

1502000 – Facility Investment				
Spec Item	Title: Bullet Traps	Performance Objective	Related Information	Performance Standard
			<p>Defense Material Disposition Manual (DoD 41160.211-M) and the US Army Corps of Engineer's Contractors Ordinance and Explosive, Range Residue Inspection, Certification, and Final Disposition Procedures dated 10 April 2003, unless they are in conflict with any of the requirements stated herein.</p>	
3.5	Recurring Work – Cherry Point (CP)	The Contractor shall maintain, repair, and alter facilities, systems, and equipment to ensure they are fully functional and operational.	<p>The work will consist of development and implementation of a PM program and other recurring services. Maintenance is accomplished in accordance with J-1502000-03.</p> <p>The Contractor shall maintain current all facility maintenance data and warranty records in their technical library. The KO may request a report at any time and the Contractor shall provide the detailed report within 24 hours.</p>	Facilities, systems, and equipment are in an operable condition and function properly in accordance with specified standards.
3.5.1	Preventive Maintenance (PM) Program at CP	The Contractor shall develop and implement a PM program for systems and equipment to ensure proper operation, to minimize breakdowns, and to maximize useful life.	<p>The Contractor shall submit a PM program to the KO to validate completeness. The PM program shall be developed based on an economical approach, manufacturers' recommended procedures, OEM standards, and maintenance required satisfying equipment warranties as well as Federal, State and Navy regulations.</p> <p>The systems and equipment, including associated inventories, which shall be included in the PM program, are addressed in the PM Spec Items below.</p> <p>Excessive or repeated system or equipment breakdowns or deficiencies may indicate the need to adjust or modify the Contractor's PM program. These changes will be made at no additional cost to the Government.</p> <p>The Contractor shall submit an annual PM schedule within 30 days of contract award per Section F.</p>	<p>The Contractor's PM program is submitted within 30 days following award.</p> <p>PM is accomplished per the Contractor's program and work schedule.</p> <p>Unaccomplished PM report will be provided as required.</p>

1502000 – Facility Investment				
Spec Item	Title: Bullet Traps	Performance Objective	Related Information	Performance Standard
			<p>Updates/Changes and Conformations will be provided 2 weeks prior to scheduled work on an as needed basis.</p> <p>An unaccomplished PM report will be provided.</p>	
3.5.2	Bi-Monthly - CP	The Contractor shall perform PM on the bullet trap to ensure proper operation, to minimize damage, and to maximize useful life.	<p>Employees are to be trained and comply with appropriate procedures in De-leading a bullet trap Small Arms Ranges.</p> <p>Clean pits using a HEPA vacuum. Cleaning from on top, under and behind the metal traps to remove bullet fragments and lead dust. Empty all lead capture buckets seventy-five (75) each from the lead capture system and one (1) each from under the dust collection system and recycle the lead. Coordinate turn-in thru Contracting Officer.</p> <p>Complete the necessary DRMO turn in document (DD-1348-1a). For turn in of recyclable lead. Coordinate turn-in thru Contracting Officer.</p> <p>Replace damaged capture buckets as required, to ensure the capture of lead debris during range operations.</p> <p>Clean the filters and dust collection system.</p> <p>Lead will be disposed of in accordance with Federal and State laws. Contractor will comply with EM 385-1-1, OPNAVINST 5100_23G, TM6290.99-10 (Current Revision), MIL-HDBK1027/3(Current Revision), and Section 13282N.</p> <p>Contractor will provide the following;</p> <p>The containers for Hazardous waste.</p> <p>Manifests and LDR will be supplied by the contractor.</p> <p>Lead bullets and brass recovered from the matting will be turned</p>	<p>Work is completed in three days during the same time period as the monthly maintenance on the range and is being performed to minimize down time of range.</p> <p>Repairs within the PM limit are accomplished prior to PM completion.</p>

1502000 – Facility Investment				
Spec Item	Title: Bullet Traps	Performance Objective	Related Information	Performance Standard
			<p>into DRMO for recycling.</p> <p>The KO will advise the Contractor of the specific date or dates when such services should begin to be accomplished.</p>	
3.5.3	Monthly - CP	The Contractor shall perform PM on the bullet trap to ensure proper operation, to minimize damage, maximize safety and to maximize useful life.	<p>Check functionality of dust collection system. Ensure hoses and connections are secure, and system functions as required.</p> <p>Check functionality of compressor/blower. Ensure fluids are drained from the compressor and all other levels are adequate for proper operation.</p>	Bullet trap functions without lead splatter or ricochets.
3.5.4	Annually - CP	The Contractor shall perform PM on the dust collection filters.	<p>The eight (8) dust collection filters shall be replaced</p> <p>The filters are hazardous waste and shall be manifested and disposed of accordingly.</p>	Dust collection filters changed annually.
3.6	De-lead Range - CP	Perform de-leading of range in accordance with manufacturer's recommendations.	<p>Contractor will comply with EM 385-1-1, OPNAVINST 5100_23G, TM6290.99-10 (Current Revision), MIL-HDBK1027/3(Current Revision), Section 13282N Lead in Construction and OSHA requirements. Using the most stringent requirement as the rule.</p> <p>Contractor will remove all lead from range and transport it to DRMO for dispose/recycle.</p>	Range is de-leaded within the specified timeframe and with required reports.
3.7	Inert Certification and Verification - CP	The Contractor shall provide certify and verify all material removed from the bullet trap is inert.	<p>Prior to disposal, the contractor must certify and verify that all material removed from bullet traps is inert. Personnel performing inspections of lead debris collected from bullet trap activities, and providing inert shall possess qualifications in accordance with CEHNC DID OE-025.01 commensurate with the qualification required for the tasks to be performed.</p> <p>Drums will be filled with lead debris only to the halfway point. This practice has been employed because of weight limitations. Each container, once the contents have been inspected, deemed free of explosive hazards, and the</p>	<p>Certifications are completed as scheduled.</p> <p>All necessary forms or reports are provided in required timeframes and in acceptable formats.</p>

1502000 – Facility Investment				
Spec Item	Title: Bullet Traps	Performance Objective	Related Information	Performance Standard
			<p>certifications/verifications as well, contents reloaded, will be weighed and the “true” weight marked on both the container and any inventory management documents (allowable weight is established by the U.S. Department of “Transportation, and shall be followed), with respect to the final disposition of the lead debris, Cherry Point intends for the debris to be recycled. If the contractor determines that recycling is not possible or feasible, and disposal becomes the appropriate alternative, the contractor will notify EAD via the contracting officer of the proposed deviation disposition action. The government will have final approval over this change.</p> <p>An inventory management control document will be prepared, which will list all inspected drums of lead debris, the location to which the drums will be transported, and the expected date that the contents of each drum will undergo a smelting process. Copies of this control document will be provided to EAD and the Contracting Officer for review and approval before the drums leave the Base; the completed document will be returned to EAD once the contents of each drum have been recycled.</p> <p>A requisition and turn-in document, DD Form 1348-1A, will accompany the inventory management control document, and must be reviewed and signed by authorized EAD personnel before any drum of lead debris is allowed to leave the Installation. All shipping documents must be provided to EAD a minimum of five operational days prior to the requested date of transport.</p> <p>The contractor shall comply with all aspects of Chapter 4 of the Defense Material Disposition Manual (DoD 4160.21-M) and the <i>US Army Corps of Engineer’s Contractors Ordnance and</i></p>	

1502000 – Facility Investment				
Spec Item	Title: Bullet Traps	Performance Objective	Related Information	Performance Standard
			<p><i>Explosive, Range Residue Inspection, Certification, and Final Disposition Procedures</i> dated 10 April 2003, unless they are in conflict with any of the requirements stated herein.</p> <p>Refer to Section F.</p>	
4	<p>Non-recurring IDIQ Work (MCAS-NR & MCBCL)</p>	<p>If work is determined by the Contracting Officer to be beyond the scope of the (Recurring) portion of this contract, it will be issued under the (Non-recurring) schedule. Labor, material and equipment required for this work will be based on Schedule of Non-recurring IDIQ Work Exhibit Line Items (ELINs), Attachment J-0200000-10. The final price will be negotiated by the parties.</p>	<p>Task orders shall be initiated by the Contracting Officer through the issuance of a request for proposal (RFP) to the Contractor.</p> <p>The Contractor shall prepare a cost estimate for the work using the ELIN schedule. The Contractor's estimate will then be evaluated to determine if: (1) the scope has been clearly and accurately identified, (2) equipment and material estimates are reasonable and properly documented, and (3) unit price work has been estimated using the unit prices as incorporated in the contract. After the estimate has been reviewed and it has been determined to have no mathematical, typographical, scope or estimating errors, the Contracting Officer will approve the estimate. The approved estimate then shall be a fixed price for the work described in the delivery order. Non-recurring IDIQ work will be order on a task order in accordance with the "Procedures for Issuing Orders" clause in Section G. the order will specify the exact location and types of work to be accomplished. The period of performance will be specified in each order.</p>	<p>Refer to Non-recurring ELINs for task listings, descriptions, and related requirements. All periods of performance are measured from issue date of order to acceptance of the work. Performance Standards for Non-recurring work will be the same as those in Spec Item 3 where applicable.</p>

1502000 – Facility Investment				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
4.1	Repairs	Changes to Scope of Work in Task Order.	If during the course of work the Contractor encounters unforeseen conditions which impact the work and which could not be evaluated during the initial estimating procedures, the Contractor shall not proceed without the Contracting Officer authorization. The Contracting Officer will direct the Contractor to (1) estimate the change of scope for the unforeseen condition only, or (2) prepare a new estimate for the total job as revised.	The Contracting Officer will, after review and approval of the estimate, (1) issue a task order for the change of scope only, or (2) cancel the original task order and issue a new task order for the total job as revised.
4.1.2	Unit Price Labor		The hourly price for one (1) technician to perform work as identified in the task order. Rate should include all fringe benefits, overhead, profit, transportation costs, etc.	
4.1.3	Parts and Material		Direct cost for materials to be utilized in the task order.	
4.1.4	Equipment		Cost for specialized equipment necessary to perform work. Cost to include transportation to jobsite, insurance, fuel, etc.	

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government
0008	N/A	N/A	N/A	Government
0009	N/A	N/A	N/A	Government
0010	N/A	N/A	N/A	Government

CLAUSES INCORPORATED BY FULL TEXT

52.246-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any Government inspection and testing required in the contract's specifications, except for specialized inspections or tests specified to be performed solely by the Government.

(End of clause)

5252.223-9300 INSPECTION BY REGULATORY AGENCIES (JUN 1994)

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

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

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

5252.246-9303 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 24 hours of notice to the Contractor. In the case of other work, corrective action must be completed within 48 hours of notice. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 10 percent of the value of all observed defects. The original inspection results of the Contractor's work will not be modified upon re-inspection. However, the Contractor will be paid for satisfactorily re-performed work.

(3) shall withhold from the Contractor's invoice all amounts associated with the unsatisfactory or nonperformed work at the prices set out in the Schedule or provided by other provisions of this contract, unless the Contractor is required to re-perform and satisfactorily complete the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 10 percent of the value of all observed defects.

(4) may, at its option, perform the work by Government personnel or by other means. The Government will reduce the amount of payment to the Contractor, by the amount paid to any Government personnel (based on wages, retirement and fringe benefits) plus material, or by the actual costs incurred to accomplish the work by other means. If the actual costs cannot be readily determined, the prices set out in the Schedule will be used as the basis for the deduction. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 10 percent of the computed cost.

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

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

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

- (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.

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

CLAUSES INCORPORATED BY FULL TEXT

52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved, and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

(End of clause)

ANNEX 0200000 & 1502000

0200000 – Management and Administration Deliverables						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	

0200000 – Management and Administration Deliverables						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000/ 2.2.1.2	N/A	Request to Work Outside Government's Regular Working Hours	At least seven calendar days prior to requested day.	KO	1	As required
0200000/ 2.3.4	N/A	Permits and Licenses	Before work commences and as requested by the KO.	KO	1	As specified
0200000/ 2.3.5	N/A	Certificate of Insurance	Within 15 calendar days after award.	KO	1	As specified
0200000/ 2.6.7.1	N/A	Quality Management Plan	Within 15 calendar days after award and within seven calendar days of changes.	KO	1	As specified
0200000/ 2.6.7.3	N/A	Contractor Quality Inspection and Surveillance Report	First work day of each month.	KO	1	Monthly
0200000/ 2.7.1	N/A	List of Key Personnel and Qualifications	Within 15 calendar days after award.	KO	1	As specified
0200000/ 2.7.1	N/A	Organizational Chart	Within 15 calendar days after award.	KO	1	As specified
0200000/ 2.8.1	N/A	Employee List	Upon request.	KO	1	As required
0200000/ 2.9.1	N/A	Accident Prevention Plan	Within 15 calendar days after award and within seven calendar days of changes.	KO	1	As specified
0200000/ 2.9.2	N/A	Activity Hazard Analysis	Together with the Accident Prevention Plan and for changes.	KO	1	As specified
0200000/ 2.9.3	N/A	Occupational Risk and Compliance Plans and Programs	Together with the Accident Prevention Plan and for changes.	KO	1	As specified
0200000/ 2.9.4	J-0200000-05- 1	NAVFAC Contractor Incident Reporting System (CIRS)	Within five calendar days of accident.	KO	1	As required

0200000 – Management and Administration Deliverables						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000/ 2.9.4	J-0200000-05- 2	Motor Vehicle Accident Report	Within 30 calendar day of accident.	KO	1	As required
0200000/ 2.9.6	N/A	Semi-Annual Reporting of Limitation on Subcontracting	The last work week of June and the last work week of December each year	KO	1	Semi-Annual
0200000/ 2.9.7	N/A	OSHA Citations and Violations Corrective Action Report	Within 48 hours after receiving a citation.	KO	1	As required
0200000/ 2.9.9	N/A	Safety Certifications	Within 15 calendar days after award and as old certifications expire.	KO	1	As specified
0200000/ 2.10.2.5	N/A	Emergency Planning and Community Right- To-Know Act (EPCRA) Report	Within 15 calendar days after contract award and not less than 10 working days prior to planned use of hazardous material.	KO	2	As specified
0200000/ 2.10.2.5	J-0200000-08	Contractor Hazardous Material Inventory Log	Within 15 calendar days after the end of each calendar year and at termination of the contract.	KO	2	Annually

1502000 – Facility Investment Deliverables						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original/ Copies	Number of Copies (including original)	
1502000/ 3.	J-1502000/03	Weekly Bullet Trap Inspection Reports	Weekly	KO	2	Weekly
1502000/ 3.1.3	N/A	PM Program at MCBCL/MCAS, NR	The Contractor shall submit an PM schedule within 30 days of contract award	KO	2	Annually
1502000/ 3.1.4	N/A	PM Program at MCBLC/MCAS,	The Contractor shall submit an			Annually

		NR	PM schedule within 30 days of contract award			
1502000/ 3.4	N/A	Storage, Transporting, Disposal and Shipping Document	30 Calendar days after task completed	KO	2	Annually
1502000/ 3.5.1	N/A	Preventive Maintenance (PM) Program at CP	The Contractor shall submit an PM schedule within 30 days of contract award	KO	2	Annually
1502000/ 2.2.1 and 3.7	N/A	Inert Certification	The Contractor shall submit certification of properly trained employee (s) certified as required by Federal, State, or local law	KO	2	Within 15 days of Contract Award and at the beginning of each option year there after

Section G - Contract Administration Data

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252.204-0006 LINE ITEM SPECIFIC: PRORATION. (SEP 2009)

The payment office shall make payment from each ACRN in the same proportion as the amount of funding currently unliquidated for each ACRN.

(End of clause)

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)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

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

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

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

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

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

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

Navy Construction/Facilities/Management Invoice

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

N44249

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N68732
Issue By DoDAAC	N40085
Admin DoDAAC	N40085
Inspect By DoDAAC	N40085
Ship To Code	N44249
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	N44249
LPO DoDAAC	N44249
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

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

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

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.

Not Applicable

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

(End of clause)

5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

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

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

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

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

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

(End of clause)

5252.242-9300 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.

Section H - Special Contract Requirements

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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.

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5252.223-9301 WILDLIFE PRESERVATION (Jun 1994)

Marine Corps Base Camp Lejeune and Marine Corps Air Station, Cherry Point, North Carolina are designated wildlife preservations. Before commencing work which may disturb wildlife, the Contractor shall obtain all necessary state, local and federal permits.

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 I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Procurement Integrity--Service Contracting	SEP 1990
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2015
52.204-13	System for Award Management Maintenance	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.215-6	Place of Performance	OCT 1997
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-9	Changes or Additions to Make-or-Buy Program	OCT 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.216-4	Economic Price Adjustment-Labor and Material	JAN 1997
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-9	Small Business Subcontracting Plan	OCT 2015
52.219-14	Limitations On Subcontracting	NOV 2011
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-3	Convict Labor	JUN 2003
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	OCT 2015
52.222-38	Compliance With Veterans' Employment Reporting Requirements	SEP 2010
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	MAY 2014

52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-2	North Carolina State and Local Sales and Use Tax	APR 1984
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-20	Limitation Of Cost	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
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
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
52.237-3	Continuity Of Services	JAN 1991
52.241-1	Electric Service Territory Compliance Representation	MAY 1999
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-6	Subcontracts for Commercial Items	DEC 2015
52.245-1	Government Property	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992

252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.215-7000	Pricing Adjustments	DEC 2012
252.219-7011	Notification to Delay Performance	JUN 1998
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Nov 2014)	NOV 2014
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7013	Duty-Free Entry--Basic (Nov 2014)	NOV 2014
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.232-7010	Levies on Contract Payments	DEC 2006
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 Firm-Fixed Price/Indefinite Delivery Indefinite Quantity 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 the effective date of the award through the 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 \$100.00, 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 Indefinite Delivery /Indefinite Quantity CLINs amount or;
- (2) Any order for a combination of items in excess of Indefinite Delivery /Indefinite Quantity CLINs amount; or
- (3) A series of orders from the same ordering office within two (2) 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 two (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 expiration date.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the

Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor prior to the end of the performance period.

(End of clause)

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

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

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to EMD Resource Conservation and Recovery System (RCRS) for review and approval before drums leave the Base. Refer to spec Item 3 of Section 1502000 – Facility Investment for details of each Base instructions for Lead Removal.

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

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

(End of clause)

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 ROICC Camp Lejeune, 1005 Michael Road, Camp Lejeune, North Carolina 28547 by obtaining written and dated acknowledgment of receipt from the Contracting Officer at the ROICC Camp Lejeune.

(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)

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):

Federal Acquisition Regulation (FAR) <https://www.acquisition.gov/far>
Department of Defense Federal Acquisition Regulation Supplement (DFARS)
<http://www.acq.osd.mil/dpap/dars/afarspogi/index.html>

(End of clause)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2015)

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

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

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

Contractor attributional/proprietary information means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

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

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered contractor information system means an information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

Covered defense information means unclassified information that--

(i) Is--

(A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or

(B) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(ii) Falls in any of the following categories:

(A) Controlled technical information.

(B) Critical information (operations security). Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(C) Export control. Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

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

Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

Malicious software means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

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

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

Rapid(ly) report(ing) means within 72 hours of discovery of any cyber incident.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security for all covered defense information on all covered contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall--

(1) Implement information systems security protections on all covered contractor information systems including, at a minimum--

(i) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government--

(A) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract; and

(B) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract; or

(ii) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause--

(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations," <http://dx.doi.org/10.6028/NIST.SP.800-171> that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, as soon as practical, but not later than December 31, 2017. The Contractor shall notify the DoD CIO, via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award; or

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection accepted in writing by an authorized representative of the DoD CIO; and

(2) Apply other security measures when the Contractor reasonably determines that such measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support, the Contractor shall--

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber

incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) Malicious software. The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD--

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall--

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve a covered contractor information system, including subcontracts for commercial items, without alteration, except to identify the parties; and

(2) When this clause is included in a subcontract, require subcontractors to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.

(End of clause)

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (OCT 2014)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small Business Subcontracting Plan, clause of this contract.

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

Historically black colleges and universities means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institutions means institutions meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

Summary Subcontract Report (SSR) Coordinator, as used in this clause, means the individual at the department or agency level who is registered in eSRS and is responsible for acknowledging receipt or rejecting SSRs in eSRS for the department or agency.

(b) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 8502-8504), may be counted toward the Contractor's small business subcontracting goal.

(c) A mentor firm, under the Pilot Mentor-Protege Program established under section 831 of Public Law 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded to--

(1) Protege firms which are qualified organizations employing the severely disabled; and

(2) Former protege firms that meet the criteria in Section 831(g)(4) of Public Law 101-510.

(d) The master plan is approved by the Contractor's cognizant contract administration activity.

(e) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(f)(1) For DoD, the Contractor shall submit reports in eSRS as follows:

(i) The Individual Subcontract Report (ISR) shall be submitted to the contracting officer at the procuring contracting office, even when contract administration has been delegated to the Defense Contract Management Agency.

(ii) An SSR for other than a commercial subcontracting plan, or construction and related maintenance repair contracts, shall be submitted in eSRS to the department or agency within DoD that administers the majority of the Contractor's individual subcontracting plans. An example would be Defense Finance and Accounting Service or Missile Defense Agency.

(2) For DoD, the authority to acknowledge receipt or reject reports in eSRS is as follows:

(i) The authority to acknowledge receipt or reject the ISR resides with the contracting officer who receives it, as described in paragraph (f)(1)(i) of this clause.

(ii) Except as provided in (f)(2)(iii), the authority to acknowledge receipt or reject SSRs in eSRS resides with the SSR Coordinator at the department or agency that administers the majority of the Contractor's individual subcontracting plans.

(iii) The authority to acknowledge receipt or reject SSRs for construction and related maintenance and repair contracts resides with the SSR Coordinator for each department or agency.

(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.

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

Ordering Officers under this contract are authorized by the Contracting Officer to execute delivery/task orders provided the total price for the delivery/task order does not exceed the individual Contracting Officer(s) warrant

limitations. The ordering officers and their specific authority shall be stated in this contract or in an appointment letter.

5252.216-9310 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.

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

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

(End of Clause)

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

The Contractor shall provide complete resumes for proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced.

The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the consent on substitutions. No change in fixed unit prices may occur as a result of key personnel substitutions.

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS AND EXHIBITS

SECTION J DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS TABLE OF CONTENTS ANNEX 0200000	
<u>ATTACHMENT NUMBER</u>	<u>ATTACHMENT TITLE</u>
J-0200000-01	DEFINITIONS AND ACRONYMS
J-0200000-02	WAGE DETERMINATIONS
J-0200000-03	DIRECTIVES, INSTRUCTIONS, AND REFERENCES
J-0200000-04	INVOICE FORM
J-0200000-05-1	CONTRACTOR SIGNIFICANT INCIDENT REPORT (CSIR)
J-0200000-05-2	MOTOR VEHICLE ACCIDENT REPORT
J-0200000-06	DENIAL OF CONTRACT ID CARD ISSUANCE
J-0200000-07	VISITOR CENTER AND CONTRACTOR VETTING ACCESS CONTROL
J-0200000-07-1	RAPIDGATE ACCESS CONTROL PROGRAM (MCBCL AND MCAS-NR)
J-0200000-07-2	RAPIDGATE PROGRAM ENROLLMENT INFORMATION
J-0200000-08	CONTRACTOR HAZARDOUS MATERIAL INVENTORY LOG
J-0200000-09	CAMP LEJEUNE SANITARY LANDFILL INFORMATION SHEET
J-0200000-10	EXHIBIT LINE ITEM NUMBERS
J-0200000-11	PAST PERFORMANCE QUESTIONNAIRE (PPQ)
DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS TABLE OF CONTENTS ANNEX 1502000	
<u>ATTACHMENT NUMBER</u>	<u>ATTACHMENT TITLE</u>
J-1502000-01	REFERENCES AND TECHNICAL DOCUMENTS
J-1502000-02	WEEKLY BULLET TRAP INSPECTION FORMS
J-1502000-03	OPERATION AND MAINTENANCE CHECKLIST
J-1502000-04	COMPLETE BERM TRAP PACKAGE OPERATIONS & MAINTENANCE MANUAL
J-1502000-05	DCU RANGE PACKAGE OPERATIONS MANUAL & CHECKLIST
J-1502000-06	COMPLETE TCT – 2 SYSTEM
J-1502000-07	BULLET TRAP LOCATIONS
J-1502000-08	SITE MAPS (MCAS-NR & MCBCL) (MAPS 01 THROUGH 09)
J-1502000-09	SITE MAP (CHERRY POINT) PISTOL RANGE
J-1502000-10	SCREW CONVEYOR OPERATIONS & MAINTENANCE MANUAL
J-1502000-11	PERFORMANCE ASSESSMENT PLAN (PAP)

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.225-25 Prohibition on Contracting with Entities Engaging in Certain OCT 2015
Activities or Transactions Relating to Iran-- Representation
and Certifications.

CLAUSES INCORPORATED BY FULL TEXT

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror () has () does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014) - ALTERNATE I (SEPT 2015)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561990 .

(2) The small business size standard is \$11 million .

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Black American.

Hispanic American.

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

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

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

___ Individual/concern, other than one of the preceding.

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

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

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

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

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

(End of provision)

52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless--

(1) The product cannot be acquired--

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.biopreferred.gov>.

(c) In the performance of this contract, the Contractor shall--

(1) Report to <http://www.sam.gov>, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than--

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance.

(End of clause)

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

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52.204-7 SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

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

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

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

Registered in the System for Award Management SAM database means that--

(1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14) into the SAM database;

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

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

(4) The Government has marked the record ``Active".

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

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

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

(1) An offeror may obtain a DUNS number--

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

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

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

- (i) Company legal business.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company Physical Street Address, City, State, and Zip Code.
 - (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
 - (v) Company Telephone Number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) Offerors may obtain information on registration at <https://www.acquisition.gov>.
- (End of 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)

(a) Exceptions from certified cost or pricing data. (1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by

paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address (es):

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

(End of provision)

5252.215-9300 CONTENT OF PROPOSALS (JAN 2003)

(a) **PROPOSAL REQUIREMENTS.** The technical proposal and the price/cost proposal shall be submitted in separate volumes. The technical proposal shall not contain any cost/pricing information, except for salary information provided on resumes. The technical proposal presented by the offeror to whom the award is made will be incorporated into the contract at time of award.

(b) The offeror shall submit the following information:

(1) One (1) original completed signed solicitation packages, including executed representations and certifications, and cost/prices in Section B and any accompanying exhibits.

(2) One (1) original copy and two (2) of the technical proposal.

(3) One (1) original copy of the ELINS, attachment J-0200000-10.

(4) One (1) CD-ROM with a copy of all requested documents: completed signed solicitation packages, including executed representations and certifications, and cost/prices in Section B and any accompanying exhibits.

(c) **TECHNICAL PROPOSAL.** Each technical proposal shall be precise, detailed, and complete as to clearly and fully demonstrate a thorough knowledge and understanding of the requirements. As a minimum, the proposal must contain sufficient detail so that it may be evaluated in accordance with the EVALUATION FACTORS provision, Section M.

Offers are solicited on an "all or none" basis and FAR 52.215-1, INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (MAY 2001)" in Section L, is hereby modified. Failure to submit offers for all line items listed shall be cause for rejection of the offer.

*Any price proposal information included in the technical proposal will not be considered in the evaluation. Likewise, any technical proposal information included in the price proposal will not be considered in the evaluation.

**In the event of an inconsistency between copies, the original hard copy will govern.

(End of clause)

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 M - Evaluation Factors for Award

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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)

BASIS FOR AWARD EVALUATION

1. The Government reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contract; to negotiate with offerors in the competitive range; and to award the contract to the offeror submitting the lowest priced, technically acceptable offer.

2. As stated in the solicitation, the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. In addition, 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.

3. This is a small business set-aside and the offeror must be a Small Business. Therefore, due to the set-aside nature of this solicitation and to ensure qualified offerors have the best opportunity to compete, teaming arrangements, and joint ventures are excluded from this competition. The Government will not evaluate any proposal from a team or joint venture.

4. The LPTA process is selected as appropriate for this acquisition because the best value is expected to result from selection of one (1) technically acceptable proposal with the lowest evaluated price. In order to permit efficient competition, the following methodology will be utilized. Proposals will initially be screened for price and placed in order of price (lowest price to highest price). The Government will then evaluate the technical factors of the three (3) lowest priced proposals in accordance with the criteria for acceptability set forth in the solicitation. However, the Government, at its sole discretion, reserves the right to increase the number of proposals it will review under this methodology. If one (1) of the proposals is found to be technically acceptable, the Government will make award to the offeror with the lowest price unless discussions are deemed necessary. If the Government does not make an award, groups of three (3) proposals will continue to be evaluated in the order of lowest price to highest price until an offer is found to be technically acceptable. Accordingly, under this methodology, the technical factors of some proposals may not be evaluated by the Navy. If discussions are deemed necessary by the Contracting Officer, all proposals will be evaluated (both technical and price) for the purpose of establishing a competitive range. At no time during the technical evaluation will the SSEB be made aware of the offerors' pricing, nor their particular price ranking.

5. All overall non-price factor ratings must be at least "ACCEPTABLE" in order to be eligible for award. An "UNACCEPTABLE" rating in any factor results in the overall non-price factors proposal being rated "UNACCEPTABLE" unless corrected through discussions. An overall non-price factors rating of "UNACCEPTABLE" makes a proposal ineligible for award. If an offeror receives an "UNACCEPTABLE" rating in any non-price factor, the SSEB may opt not to perform any additional proposal evaluation. Accordingly, under this methodology, some of the technical factors of some of the evaluated proposals may not be evaluated by the Navy.

EVALUATION FACTORS FOR AWARD

1. The solicitation requires the evaluation of price and the following non-price factors:

- Factor 1 – Technical Capability
- Factor 2 – Safety
- Factor 3 – Past Performance

The distinction between Technical Capability and past performance is that technical capability pertains to the offeror's ability to perform the required work. Past Performance pertains to both the relevance of recent efforts and how well a contractor has performed on the contracts.

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

(a) Price:

(1) Solicitation Submittal Requirements:

Complete CLIN pricing and ELIN pricing.

(2) Basis of Evaluation:

The Government will evaluate price based on the total price proposal submitted for the basic requirements and all option years. The Government intends to evaluate all options and has included the provision FAR 52.217-5, Evaluation of Options (Jul 1990), in Section M of the solicitation. In accordance with FAR 52.217-5, Evaluation of Options will not obligate the Government to exercise the option(s). Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

- (i) Comparison of proposed prices received in response to the RFP.
- (ii) Comparison of proposed prices with the IGCE.
- (iii) Comparison of proposed prices with available historical information.
- (iv) Comparison of market survey results.

(b) Technical Factors:

Factor 1: TECHNICAL CAPABILITY

(i) Solicitation Submittal Requirements:

Provide no more than a two (2) page narrative, one-sided, single spaced 12-point font, explaining how your company will accomplish the proposed requirements. Narrative shall specifically address the following:

Work to be performed by the offeror under basic contract: Offeror shall identify the work that will be self-performed and work that will be performed by subcontract. Offerors shall address what percentage of work requirements will be accomplished in-house or by subcontract, and what methods will be used to ensure not more than 50 % of the total contract is subcontracted in accordance with FAR 52.219-14, Limitations on Subcontracting, as set forth in the RFP.

Technical Approach: Offerors shall provide their technical approach to completing the requirements in the solicitation, including, specifically, its approach to monitor the operation and maintenance of the Bullet Traps to

minimize breakdowns, and to maximize useful life of the systems. Offerors shall include details as to how they will accomplish the task of storage, transporting, and disposal of lead debris in accordance with the specifications.

(ii) Basis of Evaluation:

An offer will be rated "Acceptable" if the narrative demonstrates that the offeror has the technical capability to accomplish the proposed requirements and if the offeror adequately demonstrates its ability to meet and maintain the requirements of FAR 52.219-14.

Factor 2: SAFETY

(i) Solicitation Submittal Requirements: The Offeror shall submit the following information:

(1) Experience Modification Rate (EMR): For the three (3) previous complete calendar years, 2013, 2014, and 2015, the Offeror shall submit its EMR (which compares your company's annual losses in insurance claims against its policy premiums over a three year period). If you have no EMR, the offeror must affirmatively state so and provide an explanation directly from the insurance company. Any extenuating circumstances that affected the EMR and upward or downward trends should be addressed as part of this element. **Note:** Please advise the agent that the Government may contact them to confirm these EMRs.

(2) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate: For the three (3) previous complete calendar years 2013, 2014, and 2015, the Offeror shall submit its OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate, as defined by the U.S. Department of Labor, Occupational Safety and Health Administration. If you cannot submit an OSHA DART Rate, the offeror shall affirmatively state so, and explain why. Any extenuating circumstances that affected the OSHA DART Rate data and upward or downward trends should be addressed as part of this element.

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

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

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

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

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

(3) Technical Approach to Safety: The Government will evaluate the narrative to determine the degree to which subcontractor safety performance will be considered in the selection of all levels of subcontractors on the upcoming project. The Government will also evaluate the narrative to determine the degree to which innovations are being proposed that may enhance safety on this procurement.

Factor 3: PAST PERFORMANCE

(i) Solicitation Submittal Requirements:

Offerors are to submit past performance information for at least two projects, but no more than five projects, of similar size, scope, and complexity to this requirement as detailed under technical capability and in the solicitation, with projects ranging from an annual value greater than \$20,000.00 that were completed within at least four (4) years from the date of receipt of proposals. If the offeror has a multiple year contract, the offeror may provide past performance information on a complete year of the contract, however, only provide one year per contract.

IF A COMPLETED CPARS EVALUATION IS AVAILABLE, IT SHALL BE SUBMITTED WITH THE PROPOSAL. IF THERE IS NOT A COMPLETED CPARS EVALUATION, the Past Performance Questionnaire (PPQ) included in the solicitation is provided for the offeror to submit to the client and submit signature copy from client with the Offeror's proposal. The Offeror shall ensure correct phone numbers and email addresses are provided for the client point of contact. AN OFFEROR SHALL NOT SUBMIT A PPQ WHEN A COMPLETED CPARS IS AVAILABLE. Completed PPQs signature copy should be submitted with your proposal. If the Offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the Offeror must complete and submit with the proposal the first page of the PPQ (Attachment J-0200000-11), which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Regenia Guest, via email at regenia.d.guest@navy.mil prior to the proposal closing date. Offerors shall not incorporate by reference into their proposal PPQs or CPARS previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

Also, the Offeror should include performance recognition documents received within the last four (4) years from the date of receipt of proposals, such as awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition.

The Government reserves the right to contact references for verification or additional information. The Government's inability to contact any of the Offeror's references or the reference's unwillingness to provide the information requested may affect the Government's evaluation of this factor. In addition to the above, the Government may review any other sources of information for evaluating Past Performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) using all CAGE/DUNS numbers identified in the offeror's proposal, inquiries of owner representative(s), and any other known sources not provided by the offeror.

While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate, and complete past performance information rests with the offeror.

Note: The assessment of past performance information is separate from the responsibility determination required under FAR Subpart 9.1.

(ii) Basis of Evaluation:

The degree to which past performance evaluations and all other past performance information reviewed by the Government (e.g., PPIRS, Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), performance recognition documents, and information obtained from any other source) reflect a trend of satisfactory performance which may also consider:

- A pattern of successful completion of tasks;
- A pattern of deliverables that are timely and of good quality;
- A pattern of cooperativeness and teamwork with the Government at all levels (task managers, contracting officers, auditors, etc.);
- Recency of tasks performed that are identical to, similar to, or related to the task at hand; and
- A respect for stewardship of Government funds.