

ROICC Camp Lejeune intends to award a single, performance-based Firm-Fixed Price (FFP) contract for Fish Stocking and Water Chemistry for Base Forestry in Camp Lejeune, NC. This is a combined synopsis/solicitation for commercial items. This procurement is prepared and conducted in accordance with the format in FAR Subpart 12.6 and 13.5 and is supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued.

A sources sought notice was posted on 03 March 2016 under solicitation N40085-16-R-6358 to determine availability and capability of businesses to perform the requirement. Based on market research results, the procurement will be solicited as a 100% total small business set-aside. NAVFAC Mid-Atlantic's Office of Small Business Programs concurs with the determination to solicit as a 100% total small business set-aside.

The solicitation number is N40085-16-R-6358 is issued as a Request for Quotation (RFQ). This solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2005-83 (Effective 02 July 2015).

This RFP is issued as a total small business set-aside. The NAICS code for this requirement is **115310**. The size standard for a small business under this NAICS code is \$7,500,000.00.

If this offer is accepted within 90 calendar days from the date for the receipt of offers, the offeror agrees to furnish any or all items upon which prices are offered at the prices set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

Offerors' shall update their SAM (www.sam.gov) record to demonstrate small business size under the NAICS Code for the following FAR provisions:

FAR 52.212-3, Offerors' Representations and Certifications (MAR 2015)

FAR 52.219-1 Small Business Program Representation (OCT 2014)

RAPIDGate Program: Those who do not participate in the 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.

See additional guidance for the RAPIDGate program in attachment J-0200000-07-1 and J-0200000-07-2.

Description of Work: The work includes, but is not limited to, furnishing all labor, supervision, management, tools, materials, equipment, transportation, incidental engineering, and other certified, trained personnel to provide fish stocking for seven (7) ponds with game fish species (Largemouth Bass, Bream species, Channel Catfish, Grass Carp) water chemical testing, water treatment (fertilizing/liming) and grounds maintenance are conducted for focused management ponds. Semi-natural pond management is implemented on ponds located in remote areas of the Base. Annual water chemical analysis to include minimum Ph, Nitrogen, Phosphorus, Potassium, Total Alkalinity, and Hardness (measure of Ca and Mg) for all focused management ponds. The outcomes for this acquisition are consistent with the FAR 37.101 definition of service contracts. The work shall be completed in accordance with the Scope of Work as identified in Annex 0100000, Annex 0200000, Annex 1800000 and their associated attachments.

Basis of Award: The solicitation will be evaluated in accordance with FAR 52.212-2, Evaluation-Commercial Items. The Government will evaluate price based on the total price. Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

1. Comparison of proposed prices with the Independent Government Estimate (IGE).
2. Comparison of proposed prices with available historical information.
3. Comparison of proposed prices with resources proposed.

A price that is found to be either unreasonably high or unrealistically low in relation to the proposed work may be indicative of an inherent lack of understanding of the solicitation requirements and may result in the overall proposal being considered unacceptable.

Amendments: TELEPHONIC INQUIRIES WILL NOT BE ACCEPTED. Questions regarding the solicitation must be sent via email to Emily Walton, Contract Specialist, at Email: emily.walton@navy.mil. Amendment(s) will be posted electronically via NECO and FedBizOpps websites. The amendment should be acknowledged when your proposal is submitted. Failure to acknowledge the Amendment(s) may constitute grounds for rejection of your proposal.

The following provisions and clauses are applied to this acquisition and are incorporated into this notice:

Federal Acquisition Regulations (FAR) Clauses and Provisions

- 52.204-7 Central Contractor Registration
- 52.204-13 System for Award Management Maintenance
- 52.212-1 Instructions to Offerors – Commercial and any addenda to the provision as included in this notice.
- 52.212-3 Offer Representations and Certifications – Commercial Items **Offerors must utilize the Online Representations and Certifications (ORCA) at the System for Award Management (SAM) website: <https://www.sam.gov/>**
- 52.212-4 Contract Terms and Conditions – Commercial Items and any addenda to the clause as included in this notice.
- 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders – Commercial Items
- 52.228-5 Insurance – Work on a Government Installation
- 52.237-1 Site Visit
- 52.242-15 Stop Work Order
- 52.244-6 Subcontracts for Commercial Items
- 52.252-1 Solicitation Provisions Incorporated by Reference
- 52.252-2 Clauses Incorporated by Reference

Defense Federal Acquisition Regulation Supplement (DFARS) Clauses

- 252.201-7000 Contracting Officer's Representative
- 252.203-7000 Requirements Relating to Compensation of Former DoD Officials
- 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense Contract Felonies
- 252.203-7002 Requirement to Inform Employees of Whistleblower Rights
- 252.204-0001 Line Item Specific: Single Funding
- 252.204-7004 Alternate A, Annual Representations and Certifications Contractor Registration (CCR)
- 252.204-7006 Billing Instructions
- 252.204-7012, Safeguarding of Unclassified Controlled Technical Information
- 252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country
- 252.209-7004 Subcontracting with Firms that Owned or Controlled by the Government of a Terrorist Country
- 252.212-7000 Offeror Representations and Certifications-Commercial Items
- 252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items
- 252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials
- 252.225-7001 Buy American Act and Balance of Payments

To view the provisions and clauses in full text visit the following websites:

FAR: <https://www.acquisition.gov/?q=browsefar>
<http://farsite.hill.af.mil/>

DFARS: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

CLAUSE INCORPORATED BY FULL TEXT

52.212-2 -- Evaluation -- Commercial Items.

- (a) Award will be made to the offeror who provides the most advantageous offer in terms of price, conforming to the solicitation.
- (b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

52.212-4 -- Contract Terms and Conditions -- Commercial Items (May 2015)

- (a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights --
 - (1) Within a reasonable time after the defect was discovered or should have been discovered; and
 - (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
- (c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

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

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

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

(g) *Invoice.*

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

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- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation

provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer— System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

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

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

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

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

(D) Contractor point of contact.

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

(6) Interest.

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) System for Award Management (SAM).

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

(2) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the SAM database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims

(see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

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

(u) Unauthorized Obligations.

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

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

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

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

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

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

52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (May 2014)

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

 X Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

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

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

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

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

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

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

X (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

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

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

___ (8) 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note).

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

___ (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

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

___ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (13) [Reserved]

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

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

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

- ___ (ii) Alternate I (Oct 1995) of 52.219-7.
- ___ (iii) Alternate II (Mar 2004) of 52.219-7.
- _X_ (16) 52.219-8, Utilization of Small Business Concerns (May 2014) (15 U.S.C. 637(d)(2) and (3)).
- ___ (17) (i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637 (d)(4)).
- ___ (ii) Alternate I (Oct 2001) of 52.219-9.
- ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- ___ (iv) Alternate III (July 2010) of 52.219-9.
- ___ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- _X_ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- ___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (June 2003) of 52.219-23.
- ___ (22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (23) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- _X_ (25) 52.219-28, Post Award Small Business Program Representation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ___ (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ___ (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- _X_ (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- _X_ (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- _X_ (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

- (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (32) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (34) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (36) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (39) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- (ii) Alternate I (Dec 2007) of 52.223-16.
- (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).
- (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I (May 2014) of 52.225-3.
- (iii) Alternate II (May 2014) of 52.225-3.
- (iv) Alternate III (May 2014) of 52.225-3.
- (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (44) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2303 Note).

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

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

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

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

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

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

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

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

___ (54) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

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

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

X (1) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

___ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

___ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

___ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (May 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

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

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

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

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

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

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

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

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

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

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

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).

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 60 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

52.217-9 -- Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor provided that the Government gives 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 clause.

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

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

(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)

252.232-7006 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

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

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

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*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
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 e-mail 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.

Not Applicable

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

Proposal Submission: A complete proposal will consist of the following items completed, signed (if applicable), and return:

a. One original and one (1) copy of the price proposal. In the event of any discrepancy between the original and copies, the original will prevail.

b. Complete the total CLIN amounts below.

Contract Line Item Numbers (CLIN) – Total for each CLIN will be the sum of all ELINS for that CLIN.

			Total CLIN Amount
CLIN 0001	Base Year FFP	Total of ELINS A001AA	
CLIN 0002	Option Year 1 FFP	Total of ELINS B002AA	
CLIN 0003	Option Year 2 FFP	Total of ELINS C003AA	
CLIN 0004	Option Year 3 FFP	Total of ELINS D004AA	
CLIN 0005	Option Year 4 FFP	Total of ELINS E005AA	

c. Complete ELIN schedule (see Attachment J-0200000-08) as price proposal worksheet.

d. All Amendments (SF30) sign Blocks 15A-C.

Offerors' price proposals are due on or before 2:00 PM Eastern Standard Time, 22 April 2016.

ELECTRONIC PROPOSALS WILL NOT BE ACCEPTED. Proposals must be mailed to and received by the closing date and time to address:

ROICC CAMP LEJEUNE
SOLICITATION N40085-16-R-6326
ATTN: EMILY WALTON
1005 MICHAEL ROAD
CAMP LEJEUNE, NC 28547

Proposals received after the required time will be considered late and handled in accordance with FAR 52.212-1(f).

The contractor, who provides the most advantageous proposal in accordance with the "Basis of Award" will be awarded a contract.

Please direct questions, comments or notifications of interest to Emily Walton, Contract Specialist, at Email: emily.walton@navy.mil

0100000 –General Information**Table of Contents**

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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 services to establish objectives for the recreational fishing program aboard Marine Corps Base, Camp Lejeune North Carolina.
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 Annex 2 Management and Administration Annex 020000 Management and Administration Annex 3 Command and Staff N/A Annex 4 Public Safety N/A Annex 5 Air Operations N/A Annex 6 Port Operations N/A Annex 7 Ordnance N/A Annex 8 Range Operations N/A Annex 9 Health Care Support N/A Annex 10 Supply N/A Annex 11 Personnel Support N/A Annex 12 Morale, Welfare and Recreation Support N/A Annex 13 Galley N/A Annex 14 Housing N/A Annex 15 Facilities Support N/A Annex 16 Utilities N/A Annex 17 Base Support Vehicles and Equipment N/A Annex 18 Environmental Annex 180000 Pond Replenishment</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, Camp Lejeune, North Carolina.
1.3	Acquisition of Additional Work	The Government reserves the right to acquire additional Fisheries Management/Fish Stocking/Water Chemistry services at additional locations in addition to the services and locations identified in the Firm-Fixed Price/Recurring 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 intent are considered in the scope of this contract.

010000 – General Information

Spec Item	Title	Description
1.4	Background Information	The Environmental Conservation Branch, EMD, GF Department manages a series of 7 freshwater fishing ponds for the purpose of providing recreational fishing opportunities for military, their dependents, and civilian personnel assigned to Marine Corps Base, Camp Lejeune. Ponds are divided into a tiered management strategy including focused management (A), and semi-natural pond management (B). Fish stocking with game fish species (Largemouth Bass, Bream Species, Channel Catfish), water chemistry testing, water treatment (fertilizing/liming) and grounds maintenance are conducted on an annual basis for focused management is implemented on ponds located in remote areas of the Base and water chemistry testing and water treatment is generally not conducted.
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>

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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 firm fixed priced/recurring specification items. Specification Item 3.1 is</p>

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Spec Item	Title	Description
		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.

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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.
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, and 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 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

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Spec Item	Title	Description
		<p>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	(N/A) 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	<p>Upon award, the ACO will contact the Contractor, supported command(s), Region, and Installation(s) stakeholders, and the performance assessment team to discuss implementation of partnering. A partnership agreement, The Charter, should be in place as early as possible so issues arising, even before work begins, can be resolved using the issues resolution process. Replacement of Core Management Team members (stakeholders who attended the initial session and manage the contract work day-to-day) is discouraged since it will disrupt the synergy that has been developed. If replacement of a team member proves to be unavoidable, a follow-on partnering session must be held to officially turn the responsibilities of the position over to the new member.</p> <p>The Core Management Team consisting of the attendees below must be present during the initial and all follow-on partnering sessions. These are the core mandatory attendees. Other stakeholders may attend if they desire or as recommended by the partners.</p>
2.3.3.3	Contract Partnering Session Attendees	<p>The Contractor shall bring the necessary personnel to successfully partner on this contract. Asterisk indicates mandatory personnel.</p> <ul style="list-style-type: none"> * President/Vice President * Project Manager * Quality Manager * Site Safety and Health Officer <p>Sub-contractor Reps</p>
2.3.3.3	Contract Partnering Session Attendees	<p>The Contractor shall bring the necessary personnel to successfully partner on this contract. Asterisk indicates mandatory personnel.</p> <p>President/Vice President</p> <ul style="list-style-type: none"> * Project Manager * Quality Manager <p>Site Safety and Health Officer</p>

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Spec Item	Title	Description
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 written notice to the KO by the insurance company prior to cancellation or material change in policy coverage. Other requirements and information are contained in the aforementioned insurance clause.
2.3.5.2	Minimum Insurance Amounts	The Contractor shall procure and maintain, during the entire period of performance under this contract, the following minimum insurance coverage: Comprehensive General Liability: \$500,000 per occurrence Automobile Liability: \$200,000 per person, \$500,000 per occurrence, \$20,000 per occurrence for property damage Workmen's Compensation: As required by Federal and state worker's compensation and occupational disease statutes Employer's Liability coverage: \$100,000, except in states where worker's compensation may not be written by private carriers Other as required by state law
2.3.6	Protection of Government Property	During execution of the work, the Contractor shall protect Government property. The Contractor shall return areas damaged as a result of negligence under this contract to their original condition at no cost to the Government.
2.3.7	Government Information Technology (IT) System	(N/A) 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 instructions. Refer to 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 through J-0200000-05-3 .
2.4	Government-Furnished Property, Materials and Services	(N/A) to this contract.
2.4.1	Government-Furnished Facilities (GFF)	(N/A) to this contract.
2.4.2	Government-Furnished	The Government will furnish water and electricity at existing outlets

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Spec Item	Title	Description
	Utilities	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 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)	(N/A) to this contract.
2.4.4	Government-Furnished Equipment (GFE)	(N/A) to this contract.
2.4.5	Government-Furnished Services (GFS)	(N/A) 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, Material Safety Data Sheets (MSDS) 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

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Spec Item	Title	Description
		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	<p>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.</p> <p>Government acceptance of deliverables will not relieve the Contractor of the responsibility for any error or omission which may exist in the deliverable, as the Contractor is responsible for all requirements of this contract.</p>
2.6.5	Service Interruptions	If any utilities or other services must be discontinued (even temporarily) due to scheduled contract work, the Contractor shall notify the KO, affected tenants, and customers 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)	(N/A) 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 • 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

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Spec Item	Title	Description
		<ul style="list-style-type: none"> ○ 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	The Contractor shall establish and maintain an inspection and surveillance system in accordance with the FAR Clause 52.246-4, INSPECTION OF SERVICES – FIXED PRICE, to ensure that the work performed conforms to the contract requirements. The Contractor shall document and maintain a file of all scheduled and performed inspections and surveillances, inspection and surveillance results, and dates and details of corrective and preventive actions. The quality inspection and surveillance file shall be the property of the Government and made available during the Government's regular working hours. The file shall be turned over to the KO within five calendar days of termination of the contract.
2.6.7.3	Quality Inspection and Surveillance Report	The Contractor shall submit a copy of the Contractor Quality 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	(N/A) 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)	<p>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.</p> <p>The PM shall have satisfactory relevant experience at a comparable level of responsibility on contracts of similar size, scope and complexity.</p>

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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 satisfactory experience in preparing and enforcing QMS programs on contracts of similar size, scope and complexity. The Quality Manager may be the same person as the SSHO.</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.</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 per Section F. The SSHO shall have fulfilled the following pre-requisite training and experiences before being hired as the SSHO under this contract:</p> <p>The SSHO shall have satisfactory experience in preparing and enforcing safety programs on contracts of similar size and complexity in the past, and have completed the OSHA 30-hour construction safety class or equivalent. The SSHO shall maintain competency through 24 hours of formal safety and health related coursework every four years. The SSHO may be the same person as the project manager but shall have fulfilled the pre-requisite qualification and experience.</p>
2.7.1.4	Environmental/Energy Manager	(N/A) to this contract.
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.

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Spec Item	Title	Description
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 Contractor Manpower Reporting Application (eCMRA)	(N/A) to this contract.
2.8	Security Requirements	The Contractor shall comply with all Federal, state, and local security statutes, regulations, and requirements. The Contractor shall become acquainted with and comply with all Government regulations as posted, or as requested by the KO when required to enter a Government site. The Contractor shall ensure that all security/entrance clearances are obtained.
2.8.1	Employee Listing	The Contractor shall maintain 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	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.

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2.8.4	Access to Installation	<p>All Contractor personnel shall obtain access to the installation by participating in the Navy Commercial Access Control System (NCACS) or by obtaining passes each day from the Base Pass and Identification Office. Costs for obtaining passes through the NCACS are the responsibility of the Contractor. One-day passes, issued through the Base Pass and Identification Office, will be furnished without charge.</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.</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>
2.8.4.2	One-Day Passes	<p>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.</p>
2.8.5	Access to Buildings	<p>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</p>

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		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	(N/A) to this contract.
2.8.8	Access to Sensitive Unclassified Information	(N/A) 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	The Contractor shall develop and implement a Safety Program detailing how the Contractor plans, staffs, performs, and controls all safety practices while delivering best value services to the Government without any accidents or mishaps. The Contractor's safety program shall comply with all safety standards identified in the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1 and Public Law 91-596, Occupational Safety and Health Act. Any reference to "USACE" facilities, property, or equipment specified in EM 385-1-1 should be interpreted as Government facilities, property, and equipment.
2.9.1	Accident Prevention Plan (APP)	The Contractor shall develop and implement a site Accident Prevention Plan (APP). The APP shall be prepared by the Contractor's SSSH and shall be followed by all Contractor employees, subcontractors, and vendors at each service site. 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 applicable compliance plans, programs, and procedures as specified below. The Contractor shall not commence work until the APP has been accepted and no activity shall be started on site until the applicable AHAs and

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		<p>compliance plans have been accepted.</p> <p>Once accepted by the Contracting Officer, the APP and attachments will be enforced as part of the contract. Disregarding the provisions of this contract or the accepted APP will be cause for stopping of work, at the discretion of the Contracting Officer, until the matter has been rectified.</p>
2.9.2	Activity Hazard Analysis (AHA)	<p>The Contractor shall prepare Activity Hazard Analyses (AHAs) for all applicable common firm-fixed price/recurring work activities performed under this contract. AHAs for firm-fixed price/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 IDIQ/non-recurring and one-time (e.g., IDIQ/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 firm-fixed price/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 IDIQ/non-recurring work ELINs, the Contractor shall submit an AHA on IDIQ/non-recurring work task orders, with the associated proposal, whenever the service environment or required task is different from the firm-fixed price/recurring work priced services. <p>The Contractor shall follow the Risk Management Process for the development of Activity Hazard Analysis (AHA) in accordance with paragraph 01.A.14 and Appendix A of EM 385-1-1. A formatted outline of an AHA is provided in Figure 1-2 of EM 385-1-1.</p> <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	Safety and Occupational Health (SOH) Risks and Compliance Plans	<p>Based on a risk assessment of firm-fixed price/recurring and IDIQ/non-recurring work requirements and on mandatory OSHA compliance programs, the Contractor shall develop, provide and implement all applicable compliance plans, as necessary for the situation or types of work to be performed under this contract. Compliance plans, programs, and procedures along with their respective references are detailed in Appendix A, paragraph 3.i of EM 385-1-1.</p> <p>These plans shall be submitted with the APP and shall be updated as situations change. Additional compliance plans, programs, and procedures shall be developed as applicable when new types of work are required under this contract.</p>
2.9.3.1	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.
2.9.3.2	Chemical Hazard Communication	(N/A) to this contract.

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	Program	
2.9.3.3	Confined Space Program	(N/A) to this contract.
2.9.3.4	Critical Lift Plan	(N/A) to this contract.
2.9.3.5	Fall Prevention and Protection Plan	(N/A) to this contract.
2.9.4	Crane Operations	(N/A) to this contract.
2.9.4.1	Crane Inspections	(N/A) to this contract.
2.9.4.2	Rigging Gear	(N/A) to this contract.
2.9.4.3	Crane Operators	(N/A) to this contract.
2.9.5	Accident and Damage Reporting	<p>The Contractor shall notify the Contracting Officer as soon as practical, but no more than four hours after any accident meeting the definition of Recordable Injuries or Illnesses or High Visibility Accidents, property damage equal to or greater than \$2,000, or any Weight Handling Equipment (WHE) accident. 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.</p> <p>Within notification include Contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (to include type of equipment used, PPE used, etc.). Preserve the conditions and evidence on the accident site until the Government investigation team arrives on-site and Government investigation is conducted.</p> <p>The Contractor shall conduct an accident investigation for recordable injuries and illnesses, for accidents requiring Medical Treatment, property damage accidents resulting in at least \$20,000 in damages, and near misses as defined in EM 385-1-1, to establish the root cause(s) of the accident. The Contractor shall complete the applicable NAVFAC Contractor Incident Reporting System (CIRS), and electronically submit via the NAVFAC Enterprise Safety Applications Management System (ESAMS) per Section F. Required or special forms are provided within the Forms in J-0200000-05-1.</p> <p>For a near miss, the Contractor shall complete the applicable documentation in NAVFAC Contractor Incident Reporting System (CIRS), and electronically submit via the NAVFAC Enterprise Safety Applications Management System (ESAMS) per Section F.</p> <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>
2.9.5.1	Accident Reporting and	The following criteria and definitions apply to the accident reporting

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	Notification Criteria	<p>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> <p>WHE Accident. A WHE accident occurs when any one or more of the eight elements in the operating envelope fails to perform correctly during operation, including operation during maintenance or testing resulting in personnel injury or death; material or equipment damage; dropped load; derailment; two-blocking; overload; or collision, including unplanned contact between the load, crane, or other objects. A dropped load, derailment, two-blocking, overload and collision are considered accidents even though no material damage or injury occurs. A component failure (e.g., motor burnout, gear tooth failure, bearing failure) is not considered an accident solely due to material or equipment damage unless the component failure results in damage to other components (e.g., dropped boom, dropped load, roll over, etc.)</p>
2.9.6	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.
2.9.7	Monthly On-Site Labor Report	(N/A) to this contract.
2.9.8	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.
2.9.9	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> <ul style="list-style-type: none"> • The site is safe and free of job-site hazards • Proper PPE is being utilized and worn. • Safe work practices and processes are being followed. • Workers are familiar with the hazards covered in the respective

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		<p>AHA for that work activity.</p> <ul style="list-style-type: none"> • 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>
2.9.10	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.
2.9.11	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.
2.9.12	Emergency Medical Treatment	Contractors will arrange for their own emergency medical treatment. The Government has no responsibility to provide emergency medical treatment.
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; • Increase use of alternative fuels and renewable energy;

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		<ul style="list-style-type: none"> • 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	The Contractor shall comply with the installation's energy management program. The Contractor PM, or designee, shall represent the Contractor's interest at all meetings of the activity's Energy Management Board.
2.10.1.1	Water Conservation Plan	(N/A) 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 the Federal Energy Management Program. Use of high energy consuming

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		tools or equipment is subject to approval by the KO prior to use.
2.10.2	Environmental Protection	The Contractor shall comply with all applicable Federal, state, and local laws, regulations, and executive orders, and with base-wide instructions, standards, and permit requirements. All environmental protection matters shall be coordinated with the KO. Inspection of any of the facilities operated by the Contractor may be accomplished by the Installation Environmental Protection Coordinator, or authorized officials on a no-notice basis during Government regular working hours. The Contractor shall comply with the instructions of the cognizant Navy Medical Department with respect to avoidance of conditions which create a nuisance or which may be hazardous to the health of military or civilian personnel. The Contractor is responsible for ensuring that its employees receive applicable environmental and occupational health and safety training, and are kept up to date on regulatory required specific training for the type of work to be conducted onsite. All on-site Contractor personnel, and their subcontractor personnel, performing tasks that have the potential to cause a significant environmental impact shall be competent on the basis of appropriate education, training or experience.
2.10.2.1	ODS Requirements for Refrigerant Recycling	(N/A) to this contract.
2.10.2.2	Non-Hazardous Waste Disposal	The Contractor shall dispose all wastes in accordance with all applicable Federal, state, and local laws, regulations, and executive orders, and with base-wide instructions, standards, and permit requirements. All non-hazardous, non-regulated debris and rubbish resulting from the work under this excluding recyclable materials shall be disposed of at appropriate off installation waste handling facilities. All regulated, non-hazardous waste shall be disposed of in accordance with all applicable Federal, state, and local laws, regulations, and with base-wide instructions.
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 and with the Installation Spill Control Plan provided in J-0200000-05-3 at no additional cost to the Government.
2.10.2.5	Hazardous Material Management	The Contractor shall support the Consolidated Hazardous Material Reutilization and Inventory Management Program (CHRIMP). 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. The Contractor shall ensure that procedures are in place to deal with

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		<p>hazardous materials, pursuant to the FAR Clause 52.223-3, HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA.</p> <p>Notwithstanding any other hazardous material used in this contract, radioactive materials or instruments capable of producing ionizing/non-ionizing radiation (with the exception of radioactive material and devices used in accordance with EM 385-1-1 such as nuclear density meters for compaction testing and laboratory equipment with radioactive sources) as well as materials which contain asbestos, mercury or polychlorinated biphenyls, di-isocyanates, lead-based paint are prohibited. The Contracting Officer, upon written request by the Contractor, may consider exceptions to the use of any of the above excluded materials. Low mercury lamps used within fluorescent lighting fixtures are allowed as an exception without further Contracting Officer approval. Notify the Radiation Safety Officer (RSO) prior to excepted items of radioactive material and devices being brought on base.</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. The Contractor shall deliver this material and equipment at the Contractor's expense.
2.10.2.9	Asbestos Containing Material (ACM)	(N/A) to this contract.
2.10.3	Sustainable Procurement and Practices	(N/A) to this contract.
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	<p>The Government has an affirmative procurement program to promote the purchase of products containing recovered materials. The intent is to reduce the solid waste stream and conserve natural resources by establishing markets for recycled content products and encouraging manufacturers to produce quality products containing recovered materials. Participate in this program by using, for Environmental Protection Agency (EPA) designated items, recovered materials to the maximum extent practicable without jeopardizing the intended end use of the item. The percentage of recovered materials content levels for use in the performance of this contract will be, at a minimum, the amount recommended in the EPA Comprehensive Procurement Guideline (CPG) Product Index website (http://www.epa.gov/epawaste/consERVE/tools/cpg/index.htm).</p> <p>Use of EPA designated products is not required for products that are either</p>

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		not available within a reasonable period of time, are not available at a reasonable price, are not available from a sufficient number of sources to maintain a satisfactory level of competition, or fail to meet performance standards based on technical verification. EPA designation of products is an on-going process. Listings of EPA designated products containing recovered materials are found in 40 CFR 247. Make recommendation and submit Recovered Material Certification, per Section F, when a product containing recovered materials is equal to or better than the original and could be used for this contract. All changes of products must be accepted by the KO before it is used.
2.10.3.3	Use of Bio based Products	The Contractor shall make maximum use of bio based 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	(N/A) 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	Firm-Fixed Price/Recurring Work Procedures	
2.14.1	Notification to the Government for Work Above the Firm-Fixed Price/Recurring Work Limitations	The Contractor is fully responsible for work up to the firm-fixed price/recurring work limits. Firm-fixed price/Recurring work limits are specified in subsequent annexes or sub-annexes. When work is expected to exceed the firm-fixed price/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 IDIQ/non-recurring work portion of the contract detailed below or accomplish the work by means other than this contract.
2.14.2	Firm-Fixed Price/Recurring Work Exhibit Line Item Numbers (ELINs)	Firm-fixed price/Recurring work ELINs are provided in J-0200000-08 .
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	IDIQ/Non-recurring	IDIQ/Non-recurring work is identified in each applicable annex or sub-

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	Work	annex. IDIQ/Non-recurring work may consist of Unit Priced Task (UPT) Work (non-negotiated) and Unit Priced Labor (UPL) Work (negotiated). The Contractor shall perform all IDIQ/non-recurring task work as ordered by the KO per Section G and DoD EMALL requirements in Section H. IDIQ/Non-recurring work will consist of Unit Priced Tasks and Unit Priced Labor Work which may be ordered by the Government as separate items or in combinations of items from the IDIQ/Non-recurring 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 an IDIQ/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 IDIQ/non-recurring work via an electronic medium with supported commands utilizing their Government Purchase Card (GPC). DoD EMALL is the electronic medium for authorized Government personnel to place orders for service to the Contractor. DoD EMALL is located at www.emall.dla.mil under NAVFAC contract. The Contractor is required to report all IDIQ/non-recurring work quantities ordered via EMALL monthly to the KO.
2.15.1.2	Invoicing and Receiving Payment	Payment for completed EMALL orders will be made using the GPC. Reference "payment by third party" clause FAR 52.232-36. The Contractor shall possess the capability to invoice and receive payment for IDIQ/non-recurring work via an electronic medium with supported command representatives utilizing their GPC. No partial or advance payments will be provided.
2.15.2	Unit Priced Labor (UPL) Work (Negotiated)	The Contractor shall perform all UPL work in accordance with the scope and delivery schedule negotiated per each task order. UPL work is defined as IDIQ/non-recurring work that utilizes negotiated labor hours and materials to accomplish a task not required by the firm-fixed price/recurring 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	IDIQ/Non-recurring Work Preparation of Proposals	In response to the Government's Request for Proposal (RFP), the Contractor shall submit an IDIQ/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 IDIQ/Non-recurring Work Exhibit Line Items (ELINs) provided in Section J.

0200000 - Management and Administration		
Spec Item	Title	Description
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 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 firm-fixed price/recurring work portion of the contract. The direct material price will be multiplied by the Contractor's IDIQ/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	IDIQ/Non-recurring work ELINS	(N/A) to this contract.

0200000 – Management and Administration

SECTION F: DELIVERIES OR PERFORMANCE

DELIVERABLES						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000/ 2.2.1.2	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/ 2.7.2.4	N/A	Proof of Legal Residency	Prior to be admitted to site of work.	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

DELIVERABLES						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
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/ 2.9.5	J-0200000-05- 1	NAVFAC Contractor Incident Reporting System (CIRS)	Within five calendar days of accident.	KO	1	As required
0200000/ 2.9.5	J-0200000-05- 2	Motor Vehicle Accident Report	Within 30 calendar day of accident.	KO	1	As required
0200000/ 2.9.8	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- 05-3	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
0200000/ 2.10.3.2	N/A	Recovered Material Certification	As specified	KO	1	When a product containing recovered materials is equal to or better than the original and could be used.

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

<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	FORMS
J-0200000-05-1	CONTRACTOR SIGNIFICANT INCIDENT REPORT (CSIR)
J-0200000-05-2	MOTOR VEHICLE ACCIDENT REPORT
J-0200000-05-3	CONTRACTOR HAZARDOUS MATERIAL INVENTORY LOG
J-0200000-06	DENIAL OF CONTRACTOR ID CARD ISSUANCE
J-0200000-07	VISITOR CENTER AND CONTRACTOR VETTING ACCESS CONTROL
J-0200000-07-1	ACCESS CONTROL SPECIFICATIONS
J-0200000-07-2	RAPIDGATE PROGRAM ENROLLMENT INFORMATION
J-0200000-08	CAMP LEJEUNE SANITARY INFORMATION
J-0200000-09	ELINS

ATTACHMENT J-0200000-01
DEFINITIONS AND ACRONYMS

Definition	Description
Assessment	A general term referring to either a survey or inspection of a facility to determine condition.
Asset	A general term used to refer to an item, such as a component, system, building or facility, which is managed by an automated data management program.
Business Management System (BMS)	A web-based tool that provides a systematic method for the management of business processes, common practices, and process quality improvements that produce and support the most efficient and effective delivery of NAVFAC's products and services.
Competent Person	A person who has the professional experience and training necessary to identify existing and predictable hazards at a work or service environment, and who has the authority to take prompt and corrective action to eliminate or remove dangers from the environment. One who can identify existing and predictable hazards in the working environment or working conditions that are dangerous to personnel and who has authorization to take prompt corrective measures to eliminate them.
Component Inventory Management Unit (CIMU)	An organization of like-kind real property into manageable maintenance units. CIMU is a building component, group of components or component assemblies, serving a specific purpose in a facility that can be expected to follow a common and predictable lifecycle behavior. This class of non-equipment will include items such as exterior walls, exterior windows, interior finish, and roofs. This class of equipment will include items such as fan coil units, air handling units, lighting, and water closets. CIMUs can include one or more items of installed equipment typically subject to routine scheduled maintenance.
Confined Work Space	A space that is large enough and so configured that a person may bodily enter a space (such as in tanks, vessels, silos, storage bins, hoppers, vaults, pits, and like spaces where there is limited means of entry) and is hindered or restricted from escaping during an emergency.
Contracting Officer (KO)	That individual with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
Contracting Officer's Representative (COR)	The individual appointed by the KO responsible for monitoring the Contractor's technical compliance and progress, relative to assigned contract(s)/orders(s), based on the contract requirements specified in the PWS and in accordance with the PAP. The COR performs a variety of contract administration duties that includes oversight of PA, documenting and rating Contractor performance, reviewing invoices, and acceptance of work. Assignment as a COR is a collateral duty typically performed by the FSCM or SPAR.
Contractor	That entity or its representative responsible for the delivery of the services or materials specified in this contract, as designated by contract award. The term Contractor as used herein refers to both the prime Contractor and any subcontractors. The prime Contractor shall insure that subcontractors comply with the provision of this contract.
Contractor Representative	That individual appointed by the Contractor, either orally or in writing, who has been assigned responsibility for executing the requirements of this contract.
Direct Material Costs	The actual vendor invoice charges for materials used for performance of work under this contract. Direct material costs shall include transportation charges when such charges are included on the invoice by the vendor, as well as any discounts allowed for prompt payment and discounts or rebates for core value or salvage value that accrue to the Contractor. When questions arise concerning the cost of materials, material costs will be based on the lowest of quotes provided by the Contractor from at least three different commercial vendors for the direct material cost. The Government retains the right to obtain additional quotes in questionable situations. The lowest price will be used.

ATTACHMENT J-0200000-01
DEFINITIONS AND ACRONYMS

Definition	Description
Electronic Operation And Maintenance And Support Information (eOMSI)	A set of consultant-prepared data and document files that contain detailed, as-built technical information that describes the efficient, economical and safe operation, maintenance and repair of a facility, plant, equipment or system throughout its life cycle. Generally it is prepared during construction and submitted upon completion of a new facility or major facility upgrade. eOMSI's typically include asset information, staffing and budgeting information, supply support including critical spare parts, operating procedures, troubleshooting and diagnostic guides, extended warranty data, maintenance task frequencies and documentation, technical data, repair procedures and manufacturer's product data. eOMSI data and document files are provided in electronic formats.
Equipment	Tangible asset that is functionally complete for its intended purpose, durable, and non-expendable.
Facility	A building or structure designed and created to serve a particular function.
Fixed Burden Rate (FBR)	<p>The additional costs (expressed in percent of direct material cost) for ordering, handling, and stockpiling materials and repair parts. For example, if the offeror's Fixed Burden Rate for materials in the Base Period is 10% then:</p> $\$100,000.00 + (\$100,000.00 \times 10\%) = \$110,000.00$ <p>The Government will compensate the Contractor for the required parts and materials and not the total amount shown in Schedule of Indefinite Delivery Indefinite Quantity Work.</p>
Frequency Of Service	<p><<Note to Spec Writer: Edit as appropriate>></p> <p>Annual (A). Services performed once during each 12-month period of the contract at intervals of 335 to 395 days.</p> <p>Biennial (B). Services performed once during each 24-month period of the contract at intervals of 670 to 790 days.</p> <p>Daily (D5). Services performed once each calendar day, Monday through Friday, including holidays unless otherwise noted.</p> <p>Daily (D7). Services performed once each calendar day, seven days per week, including weekends and holidays.</p> <p>Monthly (M). Services performed 12 times during each 12-month period of the contract at intervals of 28 to 31 calendar days.</p> <p>Quarterly (Q). Services performed four times during each 12-month period of the contract at intervals of 80 to 100 calendar days.</p> <p>Semiannual (SA). Services performed twice during each 12-month period of the contract at intervals of 160 to 200 calendar days.</p> <p>Semimonthly (SM). Services performed 24 times during each 12-month period of the contract at intervals of 14 to 16 calendar days.</p> <p>Three times weekly (3W). Services performed three times a week, such as Monday, Wednesday, and Friday.</p> <p>Twice weekly (2W). Services performed twice a week, such as Monday and Thursday or Tuesday and Friday.</p> <p>Weekly (W). Services performed 52 times during each 12-month period of the contract at intervals of six to eight calendar days.</p>
Government Furnished Property (GFP)	Property in the possession of, or directly acquired by, the Government and subsequently furnished to the contractor for performance of a contract. Government furnished property includes, but is not limited to, spares and property furnished for repairs, maintenance, overhaul, or modification. Government furnished property also includes contractor acquired property if the contractor acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.
Infrastructure Condition Assessment Program (ICAP)	A Navy automated data management program that utilizes historical asset lifecycle data and a structured assessment process to evaluate the condition facilities and their components.
Inspection	A rigorous, detailed assessment of the condition of a facility performed to generate a fundable scope and cost estimate for prioritization and funding of maintenance and repair.

ATTACHMENT J-0200000-01
DEFINITIONS AND ACRONYMS

Definition	Description
Job or Work Order	An authorization for work that requires planning and estimating and has an individual line of accounting for financial and performance evaluation.
Load Handling Equipment	A term used to describe cranes, hoists and all other hoisting equipment (hoisting equipment means equipment, including crane, derricks, hoists and power operated equipment used WITH RIGGING to raise, lower and/or horizontally move a load.
Maintenance And Repair	The preservation or restoration of a piece of equipment, system, or facility to such condition that it may be effectively used for its designated purposes. Maintenance/repair may be adjustment, overhaul, reprocessing, or replacement of constituent parts or materials that are missing or have deteriorated by action of the elements or usage, or replacement of the entire unit or system if beyond economical repair.
NAVFAC MAXIMO	A specially configured software version of MAXIMO®, a commercially available computerized maintenance management system (CMMS), adopted by NAVFAC for enterprise facility asset data management. The terms "MAXIMO", "NAVFAC MAXIMO" or "Government's MAXIMO" shall be used interchangeably in the document.
Performance Assessment	A method used by the Government to provide some measure of control over the quality of purchased goods and services received.
Performance Assessment Representative (PAR)	The individual(s) assigned as a Technical Point of Contact (TPOC) / Subject Matter Expert (SME) to the COR to perform duties as the on-site representative who assesses Contractor performance. The PAR periodically observes Contractor performance, reviews delivered services, reviews quality management corrective actions, periodically assesses and documents Contractor performance on PAWs and the MPAS, and communicates findings as necessary with the Contractor, SPAR, and COR.
Pre-Expended Bin Materials And Supplies	The minor materials and supplies that are incidental to the job, for which the total direct cost of any one material line item shown on the material estimate is \$10.00 or less. Examples of pre-expended bin materials and supplies include, but are not limited to, solder, lead, flux, electrical connectors, electrical tape, fuses, nails, screws, bolts, nuts, washers, spacers, masking tape, sand paper, solvent, cleaners, lubricants, grease, oil, rags, mops, glue, epoxy, spackling compound, joint tape, plumbers tape and compound, clips, welding rods, and touch up paint.
Property Administrator	An authorized representative of the Contracting Officer who is responsible for administering contract property requirements, terms and conditions of the contract
Property Management Program	A Government program established for the purpose of reviewing and approving the Contractor's Property Management Plan and System through performance of a system analysis whenever government property is in the possession of the Contractor.
Quality Assurance (QA)	The planned and systematic activities implemented in a quality system so that quality requirements for a product or service will be fulfilled.
Quality Control (QC)	The observation techniques and activities used to fulfill requirements for quality.
R. S. Means	A data collection and organization system developed by R. S. Means Company which can be used to prepare accurate, dependable construction estimates and budgets in a variety of ways. The Contractor shall use the latest edition. Material prices are based on a national average and computed labor costs are based on a 30-city national average. An estimate prepared using this data is called a "Means estimate"; data may simply be referred to as "Means".
Real Property Inventory Equipment (RPIE)	A Government owned or leased individual pieces of equipment, apparatus, or fixture that are essential to the function of the real property (i.e. plumbing, electrical, heating, cooling and elevators). It is physically attached to, integrated into, and built in or on the property. Individual RPIE's can be combined to make a CIMU to facilitate facilities management. An individual RPIE can also be a CIMU if the equipment is complex enough to require its own management planning.
Response Time	The time allowed the Contractor after initial notification of a work requirement to be physically on the premises at the work site with appropriate personnel, tools, equipment, and materials, ready to perform the work required.

ATTACHMENT J-0200000-01
DEFINITIONS AND ACRONYMS

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

Attachment J-020000-02

WD 15-4389 (Rev.-2) was first posted on www.wdol.gov on 01/05/2016

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

Daniel W. Simms	Division of	Wage Determination No.: 2015-4389
Director	Wage Determinations	Revision No.: 2
		Date Of Revision: 12/29/2015

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

State: North Carolina

Area: North Carolina County of Onslow

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.40
01012 - Accounting Clerk II		14.00
01013 - Accounting Clerk III		15.65
01020 - Administrative Assistant		19.44
01035 - Court Reporter		15.92
01041 - Customer Service Representative I		10.96
01042 - Customer Service Representative II		12.33
01043 - Customer Service Representative III		13.46
01051 - Data Entry Operator I		12.33
01052 - Data Entry Operator II		13.46
01060 - Dispatcher, Motor Vehicle		17.19
01070 - Document Preparation Clerk		12.54
01090 - Duplicating Machine Operator		12.54
01111 - General Clerk I		11.48
01112 - General Clerk II		12.53
01113 - General Clerk III		14.06
01120 - Housing Referral Assistant		18.83
01141 - Messenger Courier		10.96
01191 - Order Clerk I		12.33
01192 - Order Clerk II		13.46
01261 - Personnel Assistant (Employment) I		14.47
01262 - Personnel Assistant (Employment) II		16.18
01263 - Personnel Assistant (Employment) III		18.63
01270 - Production Control Clerk		18.83
01290 - Rental Clerk		11.75
01300 - Scheduler, Maintenance		14.07
01311 - Secretary I		14.07
01312 - Secretary II		15.92
01313 - Secretary III		18.83

01320 - Service Order Dispatcher	12.69
01410 - Supply Technician	19.44
01420 - Survey Worker	14.48
01460 - Switchboard Operator/Receptionist	10.77
01531 - Travel Clerk I	11.72
01532 - Travel Clerk II	12.53
01533 - Travel Clerk III	13.38
01611 - Word Processor I	13.32
01612 - Word Processor II	14.95
01613 - Word Processor III	16.73
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.71
05010 - Automotive Electrician	19.33
05040 - Automotive Glass Installer	17.76
05070 - Automotive Worker	17.76
05110 - Mobile Equipment Servicer	15.82
05130 - Motor Equipment Metal Mechanic	19.71
05160 - Motor Equipment Metal Worker	17.76
05190 - Motor Vehicle Mechanic	19.71
05220 - Motor Vehicle Mechanic Helper	14.83
05250 - Motor Vehicle Upholstery Worker	16.17
05280 - Motor Vehicle Wrecker	17.76
05310 - Painter, Automotive	18.99
05340 - Radiator Repair Specialist	17.76
05370 - Tire Repairer	11.68
05400 - Transmission Repair Specialist	19.71
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.08
07041 - Cook I	11.58
07042 - Cook II	13.08
07070 - Dishwasher	8.55
07130 - Food Service Worker	8.48
07210 - Meat Cutter	14.98
07260 - Waiter/Waitress	9.32
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.76
09040 - Furniture Handler	11.94
09080 - Furniture Refinisher	18.76
09090 - Furniture Refinisher Helper	14.53
09110 - Furniture Repairer, Minor	16.69
09130 - Upholsterer	18.76
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.40
11060 - Elevator Operator	9.79
11090 - Gardener	15.06
11122 - Housekeeping Aide	9.82
11150 - Janitor	9.82
11210 - Laborer, Grounds Maintenance	11.24
11240 - Maid or Houseman	8.69
11260 - Pruner	10.08
11270 - Tractor Operator	13.68
11330 - Trail Maintenance Worker	11.24
11360 - Window Cleaner	10.95
12000 - Health Occupations	
12010 - Ambulance Driver	15.92
12011 - Breath Alcohol Technician	15.98
12012 - Certified Occupational Therapist Assistant	23.49
12015 - Certified Physical Therapist Assistant	23.49
12020 - Dental Assistant	15.81
12025 - Dental Hygienist	29.84
12030 - EKG Technician	24.17

12035 - Electroneurodiagnostic Technologist	24.17
12040 - Emergency Medical Technician	15.92
12071 - Licensed Practical Nurse I	14.29
12072 - Licensed Practical Nurse II	15.98
12073 - Licensed Practical Nurse III	17.83
12100 - Medical Assistant	12.37
12130 - Medical Laboratory Technician	17.08
12160 - Medical Record Clerk	14.09
12190 - Medical Record Technician	15.76
12195 - Medical Transcriptionist	15.43
12210 - Nuclear Medicine Technologist	34.99
12221 - Nursing Assistant I	10.38
12222 - Nursing Assistant II	11.67
12223 - Nursing Assistant III	12.74
12224 - Nursing Assistant IV	14.29
12235 - Optical Dispenser	15.99
12236 - Optical Technician	14.29
12250 - Pharmacy Technician	17.03
12280 - Phlebotomist	13.50
12305 - Radiologic Technologist	24.38
12311 - Registered Nurse I	22.96
12312 - Registered Nurse II	28.09
12313 - Registered Nurse II, Specialist	28.09
12314 - Registered Nurse III	33.98
12315 - Registered Nurse III, Anesthetist	33.98
12316 - Registered Nurse IV	40.72
12317 - Scheduler (Drug and Alcohol Testing)	21.82
12320 - Substance Abuse Treatment Counselor	21.82
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.11
13012 - Exhibits Specialist II	21.19
13013 - Exhibits Specialist III	25.92
13041 - Illustrator I	17.11
13042 - Illustrator II	21.19
13043 - Illustrator III	25.92
13047 - Librarian	23.47
13050 - Library Aide/Clerk	12.45
13054 - Library Information Technology Systems Administrator	21.19
13058 - Library Technician	16.74
13061 - Media Specialist I	15.29
13062 - Media Specialist II	17.11
13063 - Media Specialist III	19.07
13071 - Photographer I	14.21
13072 - Photographer II	15.85
13073 - Photographer III	19.62
13074 - Photographer IV	23.41
13075 - Photographer V	28.34
13090 - Technical Order Library Clerk	17.11
13110 - Video Teleconference Technician	16.35
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.20
14042 - Computer Operator II	15.88
14043 - Computer Operator III	18.75
14044 - Computer Operator IV	19.68
14045 - Computer Operator V	21.79
14071 - Computer Programmer I	(see 1) 22.75
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		14.20
14160 - Personal Computer Support Technician		19.68
14170 - System Support Specialist		24.37
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		30.58
15020 - Aircrew Training Devices Instructor (Rated)		36.99
15030 - Air Crew Training Devices Instructor (Pilot)		41.77
15050 - Computer Based Training Specialist / Instructor		30.58
15060 - Educational Technologist		27.90
15070 - Flight Instructor (Pilot)		41.77
15080 - Graphic Artist		21.52
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		38.02
15086 - Maintenance Test Pilot, Rotary Wing		38.02
15088 - Non-Maintenance Test/Co-Pilot		38.02
15090 - Technical Instructor		20.30
15095 - Technical Instructor/Course Developer		24.83
15110 - Test Proctor		16.38
15120 - Tutor		16.38
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		8.44
16030 - Counter Attendant		8.44
16040 - Dry Cleaner		10.49
16070 - Finisher, Flatwork, Machine		8.44
16090 - Presser, Hand		8.44
16110 - Presser, Machine, Drycleaning		8.44
16130 - Presser, Machine, Shirts		8.44
16160 - Presser, Machine, Wearing Apparel, Laundry		8.44
16190 - Sewing Machine Operator		11.18
16220 - Tailor		11.90
16250 - Washer, Machine		9.09
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		20.22
19040 - Tool And Die Maker		24.14
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		13.70
21030 - Material Coordinator		19.62
21040 - Material Expediter		19.62
21050 - Material Handling Laborer		10.67
21071 - Order Filler		10.34
21080 - Production Line Worker (Food Processing)		13.70
21110 - Shipping Packer		14.40
21130 - Shipping/Receiving Clerk		14.39
21140 - Store Worker I		11.80
21150 - Stock Clerk		16.47
21210 - Tools And Parts Attendant		13.70
21410 - Warehouse Specialist		13.70
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		23.49
23019 - Aircraft Logs and Records Technician		18.92
23021 - Aircraft Mechanic I		22.37
23022 - Aircraft Mechanic II		23.49
23023 - Aircraft Mechanic III		25.21
23040 - Aircraft Mechanic Helper		16.62
23050 - Aircraft, Painter		21.24
23060 - Aircraft Servicer		18.92
23070 - Aircraft Survival Flight Equipment Technician		21.24
23080 - Aircraft Worker		20.06
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		20.06

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	22.37
23110 - Appliance Mechanic	18.76
23120 - Bicycle Repairer	14.42
23125 - Cable Splicer	25.30
23130 - Carpenter, Maintenance	17.05
23140 - Carpet Layer	17.92
23160 - Electrician, Maintenance	20.76
23181 - Electronics Technician Maintenance I	20.99
23182 - Electronics Technician Maintenance II	22.91
23183 - Electronics Technician Maintenance III	24.22
23260 - Fabric Worker	16.76
23290 - Fire Alarm System Mechanic	19.76
23310 - Fire Extinguisher Repairer	15.68
23311 - Fuel Distribution System Mechanic	20.24
23312 - Fuel Distribution System Operator	15.74
23370 - General Maintenance Worker	16.30
23380 - Ground Support Equipment Mechanic	22.37
23381 - Ground Support Equipment Servicer	18.92
23382 - Ground Support Equipment Worker	20.06
23391 - Gunsmith I	15.54
23392 - Gunsmith II	17.93
23393 - Gunsmith III	20.24
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.40
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.42
23430 - Heavy Equipment Mechanic	20.69
23440 - Heavy Equipment Operator	17.96
23460 - Instrument Mechanic	20.24
23465 - Laboratory/Shelter Mechanic	19.15
23470 - Laborer	10.67
23510 - Locksmith	18.76
23530 - Machinery Maintenance Mechanic	20.82
23550 - Machinist, Maintenance	20.24
23580 - Maintenance Trades Helper	13.34
23591 - Metrology Technician I	20.24
23592 - Metrology Technician II	21.36
23593 - Metrology Technician III	22.44
23640 - Millwright	20.82
23710 - Office Appliance Repairer	18.76
23760 - Painter, Maintenance	17.05
23790 - Pipefitter, Maintenance	18.17
23810 - Plumber, Maintenance	17.88
23820 - Pneudraulic Systems Mechanic	20.24
23850 - Rigger	20.24
23870 - Scale Mechanic	17.93
23890 - Sheet-Metal Worker, Maintenance	18.40
23910 - Small Engine Mechanic	17.72
23931 - Telecommunications Mechanic I	23.46
23932 - Telecommunications Mechanic II	24.76
23950 - Telephone Lineman	21.84
23960 - Welder, Combination, Maintenance	20.24
23965 - Well Driller	20.24
23970 - Woodcraft Worker	20.24
23980 - Woodworker	15.68
24000 - Personal Needs Occupations	
24550 - Case Manager	18.96
24570 - Child Care Attendant	11.68
24580 - Child Care Center Clerk	14.58
24610 - Chore Aide	10.26

24620 - Family Readiness And Support Services Coordinator	14.05
24630 - Homemaker	16.20
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	20.95
25040 - Sewage Plant Operator	19.82
25070 - Stationary Engineer	20.95
25190 - Ventilation Equipment Tender	14.62
25210 - Water Treatment Plant Operator	19.82
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.25
27007 - Baggage Inspector	12.21
27008 - Corrections Officer	16.93
27010 - Court Security Officer	18.22
27030 - Detection Dog Handler	14.10
27040 - Detention Officer	16.93
27070 - Firefighter	17.20
27101 - Guard I	12.21
27102 - Guard II	14.10
27131 - Police Officer I	18.84
27132 - Police Officer II	20.94
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.45
28042 - Carnival Equipment Repairer	12.61
28043 - Carnival Worker	8.90
28210 - Gate Attendant/Gate Tender	14.00
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	11.67
28515 - Recreation Specialist	16.49
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	18.94
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17.64
29020 - Hatch Tender	17.64
29030 - Line Handler	17.64
29041 - Stevedore I	16.50
29042 - Stevedore II	18.84
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.49
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.17
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.71
30021 - Archeological Technician I	15.11
30022 - Archeological Technician II	18.98
30023 - Archeological Technician III	22.25
30030 - Cartographic Technician	22.36
30040 - Civil Engineering Technician	19.11
30051 - Cryogenic Technician I	21.00
30052 - Cryogenic Technician II	23.19
30061 - Drafter/CAD Operator I	15.11
30062 - Drafter/CAD Operator II	16.96
30063 - Drafter/CAD Operator III	18.98
30064 - Drafter/CAD Operator IV	22.83
30081 - Engineering Technician I	14.39
30082 - Engineering Technician II	16.14
30083 - Engineering Technician III	18.06
30084 - Engineering Technician IV	22.38
30085 - Engineering Technician V	27.38
30086 - Engineering Technician VI	33.12
30090 - Environmental Technician	19.53
30095 - Evidence Control Specialist	18.96

30210 - Laboratory Technician	22.43
30221 - Latent Fingerprint Technician I	21.00
30222 - Latent Fingerprint Technician II	23.19
30240 - Mathematical Technician	22.25
30361 - Paralegal/Legal Assistant I	17.55
30362 - Paralegal/Legal Assistant II	21.75
30363 - Paralegal/Legal Assistant III	26.60
30364 - Paralegal/Legal Assistant IV	32.18
30375 - Petroleum Supply Specialist	23.19
30390 - Photo-Optics Technician	21.48
30395 - Radiation Control Technician	23.19
30461 - Technical Writer I	21.77
30462 - Technical Writer II	26.63
30463 - Technical Writer III	32.22
30491 - Unexploded Ordnance (UXO) Technician I	23.19
30492 - Unexploded Ordnance (UXO) Technician II	28.06
30493 - Unexploded Ordnance (UXO) Technician III	33.63
30494 - Unexploded (UXO) Safety Escort	23.19
30495 - Unexploded (UXO) Sweep Personnel	23.19
30501 - Weather Forecaster I	22.83
30502 - Weather Forecaster II	27.77
30620 - Weather Observer, Combined Upper Air Or	(see 2) 18.98
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 20.69
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.06
31020 - Bus Aide	10.37
31030 - Bus Driver	14.98
31043 - Driver Courier	11.73
31260 - Parking and Lot Attendant	8.42
31290 - Shuttle Bus Driver	12.85
31310 - Taxi Driver	9.29
31361 - Truckdriver, Light	12.85
31362 - Truckdriver, Medium	14.80
31363 - Truckdriver, Heavy	16.27
31364 - Truckdriver, Tractor-Trailer	16.27
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.68
99030 - Cashier	8.92
99050 - Desk Clerk	9.83
99095 - Embalmer	23.19
99130 - Flight Follower	23.19
99251 - Laboratory Animal Caretaker I	10.07
99252 - Laboratory Animal Caretaker II	11.07
99260 - Marketing Analyst	21.00
99310 - Mortician	23.19
99410 - Pest Controller	14.52
99510 - Photofinishing Worker	12.19
99710 - Recycling Laborer	13.21
99711 - Recycling Specialist	16.08
99730 - Refuse Collector	11.85
99810 - Sales Clerk	11.08
99820 - School Crossing Guard	13.37
99830 - Survey Party Chief	19.34
99831 - Surveying Aide	11.45
99832 - Surveying Technician	15.69
99840 - Vending Machine Attendant	14.99
99841 - Vending Machine Repairer	18.07
99842 - Vending Machine Repairer Helper	14.99

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your

regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is

not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

ATTACHMENT J-0200000-03
DIRECTIVES, INSTRUCTIONS, AND REFERENCES

	<u>Title</u>
EM 385-1-1	U.S. Army Corps of Engineers Safety and Health Requirements
P.L. 91-596	Occupational Safety and Health Act

ATTACHMENT J-0200000-04
INVOICE FORM

NAVFAC 7300/30
(Rev 2/01)

NAVAL FACILITIES ENGINEERING COMMAND

1. CONTRACTOR'S INVOICE

DUNS NO: _____
CAGE CODE NO: _____
Invoice Date: _____
Invoice Number: _____

From: _____

POC/Telephone/email for this invoice: _____

To: Contract Specialist: _____

Below is a Statement of Performance under Contract N40085- _____ Task Order: _____

For _____ at _____

The enclosure provides breakdown of this statement of performance.

- A. Total value of contract/task order through change _____
- B. Percentage of performance complete _____
- C. Value of completed performance _____
- D. Less total of prior payments _____
- E. Amount of this invoice _____

Signature and Title: _____

Date: _____ Signature of Authorized Representative

2. FIRST ENDORSEMENT

Receipt and Acceptance Certification

From: _____

To: _____

1. Payment is recommended as follows:

- A. Amount of work completed to (date) _____
- B. Less:
 - Retention _____
 - Other Deductions: _____
- C. Subtotal _____
- D. Less previous payments _____
- E. Certified amount for payment # _____ Final on TO# _____
- F. Elapsed contract time (if applicable) _____
- G. Responsible Certifying UIC _____
- H. Invoice Receipt Date _____
- I. Material/Services Receipt Date _____
- J. Material/Services Acceptance Date _____
- K. Date forwarded to paying office _____
- L. I certify this amount is correct and payment is recommended.

Signature: _____ Date: _____

Signature of Authorized Representative

Name and Title (Typed): _____

Phone and address: _____

3. PROMPT PAYMENT CERTIFICATION

I certify that the accounting data provided is accurate, funds have been obligated in appropriate accounting system and changes have been applied to the appropriate accounting classification reference number (ACRN), available funds have been decremented for the amount approved for disbursement and will not be de-obligated and the above invoice is correct and proper for payment.

Signature: _____ Date: _____

Signature of Authorized Representative

Name and Title (typed): _____

Phone and address: _____

Line(s) of accounting to be used for this invoice (include appropriate Line Item # (CLIN, SLIN, OR ACRN, etc)

ATTACHMENT J-0200000-05
FORMS

ATTACHMENT J-0200000-05-1
 CONTRACTOR SIGNIFICANT INCIDENT REPORT (CSIR)

- Initial Report
 Follow-up Report
 Final Report

Contractor Significant Incident Report (CSIR)

1. General Information		
Contracting Activity/ROICC Office:		
Accident Classification:		
<input type="checkbox"/> Injury	<input type="checkbox"/> Fatality	<input type="checkbox"/> Environment
<input type="checkbox"/> Illness	<input type="checkbox"/> Property Damage	<input type="checkbox"/> Procedural Issues
		<input type="checkbox"/> Lessons Learned
		<input type="checkbox"/> Other _____
Involving:		
<input type="checkbox"/> Confined Space	<input type="checkbox"/> Equip/Mrt Ver/Mat Handling (Heavy Construction Equip.)	<input type="checkbox"/> Hazardous Material
<input type="checkbox"/> Crane and Rigging	<input type="checkbox"/> Equip/Mrt Ver/Mat Handling (Material Handling)	<input type="checkbox"/> Trenching/Excavation
<input type="checkbox"/> Diving	<input type="checkbox"/> Equip/Mrt Ver/Mat Handling (Man-Lift/Elevated Platform)	<input type="checkbox"/> Waterfront/Marine
<input type="checkbox"/> Demolition/Renovation	<input type="checkbox"/> Fall from Ladder	<input type="checkbox"/> Fall from Scaffold
<input type="checkbox"/> Electrical	<input type="checkbox"/> Fall from Roof	<input type="checkbox"/> Fire
<input type="checkbox"/> Other _____		
2. Personal Information		
Name (Last, First, MI):	Age:	Sex:
Job Title/Description:	Employed By:	
Supervisor Name (Last, First, MI) & Title:	Was the person trained to perform this activity/task? <input type="checkbox"/> Yes <input type="checkbox"/> No	
What type of training was received (OJT, classroom, etc)?	Date of the most recent formal training and topics discussed?	
3. Witness Information		
Witness #1: Name (Last, First, MI):	Job Title/Description:	
Employed By:	Supervisor Name (Last, First, MI):	
Witness #2: Name (Last, First, MI):	Job Title/Description:	
Employed By:	Supervisor Name (Last, First, MI):	

ATTACHMENT J-0200000-05-1
CONTRACTOR SIGNIFICANT INCIDENT REPORT (CSIR)

Additional Witnesses:

Yes

No

(list any additional witnesses on a separate sheet and attach.)

[Type text]

CONTRACTOR SIGNIFICANT INCIDENT REPORT (CSIR)

4. Contract Information		
Type of Contract <input type="checkbox"/> A/E BOS <input type="checkbox"/> CLEAN <input type="checkbox"/> Construction <input type="checkbox"/> Design Build <input type="checkbox"/> FSCC <input type="checkbox"/> FSSC <input type="checkbox"/> JOC RAC <input type="checkbox"/> Service <input type="checkbox"/> Other _____		
Contract Number:		Industrial Group & Industrial Type:
Prime Contractor/Address/Phone & Fax No:		Sub Contractor Name/Address/Phone & FAX No:
Safety Manager (First, MI):		Safety Manager (Last, First, MI):
Insurance Carrier:		Insurance Carrier:
5. Accident Description		
Date of Accident:	Time of Accident:	Exact Location of Accident:
Describe the accident detail in your words: (Use the back of page if you need additional space)		
Direct Cause(s) of Accident:		

CONTRACTOR SIGNIFICANT INCIDENT REPORT (CSIR)

Indirect Cause(s) of Accident:

Action(s) taken to prevent re-occurrence or provide on-going corrective actions:

Corrective Action Beginning Date:

Anticipated Completion Date:

Personal Protective Equipment:

- Available and used Available and not used Not Required
 Not related to Mishap Wrong PPE for job

List PPE Used:

Type of Construction Equipment (Make, Model, Serial #, VIN#) Involved:

Was Hazardous Material Spilled/Released? Yes No
Please List Hazardous Material(s) Involved:

Who provided first aid or cleanup of mishap site?

Any blood-borne pathogen exposure, other than EMTs? Yes No
Who?

List OSHA and WM-385-1-1 standards that were violated:

Was site secured and witness statements taken immediately? Yes No
By Whom?

CONTRACTOR SIGNIFICANT INCIDENT REPORT (CSIR)

6. Injury Severity Information		
Severity:	<input type="checkbox"/> Fatality <input type="checkbox"/> Total Disability <input type="checkbox"/> Permanent Disability <input type="checkbox"/> Permanent Partial Disability	<input type="checkbox"/> Lost Workday Case Involving Days Away From Work <input type="checkbox"/> Recordable Workday Case Involving Restricted Duty <input type="checkbox"/> Other Recordable Case <input type="checkbox"/> Recordable First Aid Case <input type="checkbox"/> Non-Recordable Case <input type="checkbox"/> No Injury
Estimated	Estimated Days Hospitalized:	Estimated Days Restricted Duty:
List	Primary Affected:	List Other Body Part(s) Affected:
Nature of Injury	for Primary Body Part (Examples: Amputation, Burn, Hernia):	
Type of Accident	Examples: Fall same level, Lifting, Bitten, Exerted):	
Source of Accident	Examples: Crane, Carbon Monoxide, Ladder, Welding Equipment):	
7. Casual Factors (Explain answers on supplementary sheet)		
• Design - Defect	facility, workplace, or equipment was a factor?	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Inspection/Maintenance	Inspection & Maintenance procedures were a factor?	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Person's Physical Condition	In your opinion, the physical condition of the person was a factor?	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Operating Procedures	Operating procedures were a factor?	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Job Practices	One or more job safety/health practices not being followed when the accident occurred contributed to the accident?	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Human Factors	One or more human factors, such as a person's size or strength contributed to the accident?	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Environmental Factors	Heat, cold, dust, sun, glare, etc., contributed to the accident?	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Chemical and Physical Agent Factors	Exposure to chemical agents, such as dust, fumes, vapors, or physical agents such as noise, radiation, etc., contributed to the accident?	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Office Factors	Office setting such as lifting office furniture, carrying, stooping, etc., contributed to the accident?	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Support Factors	Inappropriate tools/resources were provided to perform the task?	<input type="checkbox"/> Yes <input type="checkbox"/> No
• PPE - Improper selection	Improper selection, use or maintenance of PPE contributed to the accident?	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Drugs/Alcohol	In your opinion, were drugs or alcohol a factor?	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Job Hazard Analysis	The lack of an adequate (IAW-EM-385-1-1 Sec 01.A) activity hazard analysis was a contributing factor.	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Job Hazard Analysis	JHA was not site specific and/or did not address the type of work/operations performed when the mishap occurred.	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Management	A lack of adequate supervision contributed to the accident.	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Management	Inadequate information was provided at pre-con meeting.	<input type="checkbox"/> Yes <input type="checkbox"/> No

CONTRACTOR SIGNIFICANT INCIDENT REPORT (CSIR)

8. OSHA Information			
Date OSHA was Notified:	Date(s) of Investigation:	Date of citation: (Attach Copy)	Dollar amount of Penalties:
9. Reprt Preparer			
Name (last, First, MI):		Date of Report:	
Title:		Signature:	
Employer:			
Phone :			

CONTRACTOR SIGNIFICANT INCIDENT REPORT (CSIR) INSTRUCTIONS
Complete Sections Appropriate to Incident (Rev. 06/02).

NOTE: THE ATTACHED CSIR FORM IS TO BE USED BY CONTRACTORS TO RECORD THE RESULTS OF THEIR ACCIDENT/INCIDENTS INVESTIGATIONS AND SHALL BE PROVIDED TO THE CONTRACTING OFFICER WITHIN THE REQUIRED TIMEFRAMES.

GENERAL. Complete a separate report for each person who was injured in the accident. A report needs to be completed for all OSHA recordable accidents, property damage in excess of \$2000.00 (This amount is for record purposes only. GOV is not required to enter property damage reports into FAIR database if it is less than \$10,000.00.), WHE accidents, or near miss/high visibility mishaps. Please type or print legibly. Appropriate items shall be marked with an "X" in box(es), non-applicable sections shall be marked "N/A". If additional space is needed, provide the information on a separate sheet of paper and attach to the completed form.

Mark the report:

INITIAL -- If this form is being used as initial notification of a Fatality or High Visibility Mishap. The initial form is due within 4 hours of a serious accident. A form marked 'Follow-up' or 'Final' is required within 5 days.

FOLLOW-UP -- If you are providing additional information on a report previously submitted.

FINAL -- If you are providing a completed report and expect no changes.

SECTION 1 – GENERAL INFORMATION

CONTRACTING ACTIVITY/ROICC OFFICE - Enter the name and address of the Contracting Office administering the contract under which the mishap took place (e.g. ROICC MCBH, ROICC NORFOLK, PWC GUAM, etc.).

ACCIDENT CLASSIFICATION - INJURY/ILLNESS/FATALITY/PROPERTY DAMAGE/-PROCEDURAL ISSUES/-ENVIRONMENTAL/LESSONS LEARNED/OTHER – Mark the appropriate block(s) if the incident resulted in any of these conditions.

INVOLVING - If the mishap involved any of the conditions listed under "Involving" mark the appropriate box(es). Specific questions associated with each of these conditions are available from the Contracting Officer to assist you in your investigation. When these questions are used they shall be attached as part of this report.

SECTION 2 - PERSONAL INFORMATION

NAME - Enter last name, first name, middle initial of person involved.

AGE - Enter age.

SEX - Enter M for Male and F for Female.

JOB TITLE/DESCRIPTION - Enter the job title/description assigned to the injured person (e.g. carpenter, laborer, surveyor, etc.).

EMPLOYED BY - Enter employment company name of the person involved.

SUPERVISOR'S NAME & TITLE - Enter name and title of the immediate supervisor.

WAS PERSON TRAINED TO PERFORM ACTIVITY/TASK? - For the purpose of this section "trained" means the person has been provided the necessary information (either formal and/or on-the-job (OJT) training) to competently perform the activity/task in a safe and healthful manner.

TYPE OF TRAINING - Indicate the specific type of training (classroom or on-the-job) that the injured person received before the accident happened.

DATE OF MOST RECENT FORMAL TRAINING/TOPICS DISCUSSED - Enter the month, day, and year of the last formal training completed that covered the activity/task being performed at the time of the accident. List topics that were discussed at the training identified above.

SECTION 3 - WITNESS INFORMATION

The following applies to Witness #1 and Witness #2:

WITNESS NAME - Enter last name, first name, middle initial of the witness.

JOB DESCRIPTION/TITLE - Enter the job title/description assigned to the witness (e.g. carpenter, laborer, surveyor, etc.).

EMPLOYED BY - Enter the name of the employment company of the witness.

SUPERVISOR'S NAME - Enter name of immediate supervisor of the witness.

ADDITIONAL WITNESSES - Provide same information, as above, for each witnesses. Use additional pages if necessary.

SECTION 4 - CONTRACTOR INFORMATION

TYPE OF CONTRACT - Mark appropriate box. A/E means architect/engineer. If "OTHER" is marked, specify type of contract on line provided.

CONTRACT NUMBER/TITLE - Enter complete contract number and title of prime contract (e.g. N62477-85-C-0100, 184 Pearl City Hsg. Revitalization).

CONSTRUCTION INDUSTRIAL GROUP AND INDUSTRIAL TYPE – This is the type of construction that will be done at this project.

CONTRACTOR SIGNIFICANT INCIDENT REPORT (CSIR)

1. First, you must choose the Industrial Group. You have 4 choices to choose from: (NOTE! Review of the Industrial Types below and knowing what the projects scope of work is will assist you in deciding what the Industrial Group should be.)

- a. Buildings
- b. Heavy Industrial
- c. Infrastructure
- d. Light Industrial

2. Once you have chosen the Industrial Group, you now select the Industrial Type. You have multiple choices under each Group, chose the one you feel fits the project most closely because on most projects there won't be an exact match:

- a. Buildings:
 - (1) Communications Ctr.
 - (2) Dormitory/Hotel
 - (3) High-rise Office
 - (4) Hospital
 - (5) Housing
 - (6) Laboratory
 - (7) Low-rise Office
 - (8) Maintenance Facility
 - (9) Parking Garage
 - (10) Physical Fitness Ctr.
 - (11) Restaurant/Nightclub
 - (12) School
 - (13) Warehouse
- b. Heavy Industrial:
 - (1) Chemical Mfg.
 - (2) Electrical (Generating)
 - (3) Environmental
 - (4) Metals Refining/Processing
 - (5) Mining
 - (6) Natural Gas Processing
 - (7) Oil Exploration/Production
 - (8) Oil Refining
 - (9) Pulp and Paper
- c. Infrastructure:
 - (1) Airport
 - (2) Electrical Distribution
 - (3) Flood Control
 - (4) Highway
 - (5) Marine Facilities
 - (6) Navigation
 - (7) Rail
 - (8) Tunneling
 - (9) Water/Wastewater
- d. Light Industrial:
 - (1) Automotive Assembly/Mfg.
 - (2) Consumer Products Mfg.
 - (3) Foods
 - (4) Microelectronics Mfg.
 - (5) Office Products Mfg.
 - (6) Pharmaceuticals Mfg.

CONTRACTOR'S NAME/ADDRESS/PHONE NUMBER

- (1) PRIME - Enter the exact name (title of firm), address, phone and fax numbers of the prime contractor.
- (2) SUBCONTRACTOR - Enter the exact name, address, phone and fax numbers of any subcontractor involved in the accident.

SAFETY MANAGER'S NAME

- (1) PRIME - Enter the name of the prime contractor safety manager.
- (2) SUBCONTRACTOR - Enter the name of the subcontractors safety manager.

INSURANCE CARRIER

- (1) PRIME - Enter the exact name/title of the prime's insurance company. Policy number not required.
- (2) SUBCONTRACTOR - Enter the exact name of the subcontractor's insurance company. Policy number not required.

SECTION 5 - ACCIDENT DESCRIPTION

DATE OF ACCIDENT - Enter the month, day, and year of accident.

TIME OF ACCIDENT - Enter the local time of accident in military time. Example: 14:30 hrs (not 2:30 p.m.).

EXACT LOCATION OF ACCIDENT - Enter facts needed to locate the accident scene (Installation/project name, building/room number, street, direction and distance from closest landmark, etc.).

DESCRIBE THE ACCIDENT IN DETAIL. Fully describe the accident in the space provided. If property damage involved, give estimated dollar amount of damage and/or repair costs involved. If additional space is needed continue on a separate sheet and attach to this report. Give the sequence of events that describe what happened leading up to and including the accident. Fully identify personnel and equipment involved and their role(s) in the accident. Ensure that relationships between personnel and

CONTRACTOR SIGNIFICANT INCIDENT REPORT (CSIR)

equipment are clearly specified. Ensure questions below regarding direct cause(s), indirect cause(s), and actions taken are answered. **NOTE!** Review questions in Section 7 below before completing.

DIRECT CAUSE(S) - The direct cause is that single factor which most directly lead to the accident. See examples below.

INDIRECT CAUSE(S) - Indirect cause are those factors, which contributed to, but did not directly initiate the occurrence of the accident.

Examples for Direct and Indirect Cause:

1. Employee was dismantling scaffold and fell 12 feet from unguarded opening.

Direct cause: Failure to provide fall protection at elevation

Indirect causes: Failure to enforce safety requirements; improper training/motivation of employee (possibility that employee was not knowledgeable of fall protection requirements or was lax in his attitude toward safety); failure to ensure provision of positive fall protection whenever elevated; failure to address fall protection during scaffold dismantling in phase hazard analysis.

2. Private citizen had stopped his vehicle at intersection for red light when vehicle was struck in rear by contractor vehicle. (note contractor vehicles was in proper safe working condition.)

Direct cause: Failure of contractor driver to maintain control of and stop contractor vehicle within safe distance.

Indirect cause: Failure of employee to pay attention to driving (defensive driving).

ACTIONS TAKEN TO PREVENT RE-OCCURRENCE OR PROVIDE ON-GOING CORRECTIVE ACTIONS. Fully describe all the actions taken, anticipated, and recommended to eliminate the cause(s) and prevent reoccurrence of similar accidents/illnesses.

Continue on back or additional sheets of paper if necessary to fully explain and attach to the complete report form.

CORRECTIVE ACTION DATES -

(1) Beginning - Enter the date when the corrective action(s) identified above will begin.

(2) Anticipated Completion - Enter the date when the corrective action(s) identified above will be completed.

PERSONAL PROTECTIVE EQUIPMENT (PPE) - Mark appropriate box(es) and list PPE which was being used by the injured person at the time of the accident (e.g. protective clothing, shoes, glasses, goggles, respirator, safety belt, harness, etc.)

TYPE OF CONTRACTOR EQUIPMENT - Enter the Serial Number, Model Number and specific type of equipment involved in the mishap (e.g. dump truck (off highway), crane (rubber tire), pump truck (concrete), etc.).

WAS HAZARDOUS MATERIAL SPILLED/RELEASED? - Mark appropriate block and list name(s) of any reportable quantities of hazardous materials spilled/released during the mishap.

WHO PROVIDED FIRST AID OR CLEAN-UP OF MISHAP SITE? - List name(s) of individual(s) and employer, if known.

ANY BLOOD-BORNE PATHOGEN EXPOSURE, OTHER THAN EMT? - Mark appropriate block and list name(s) of individual(s) and employer, if known.

LIST OSHA AND/OR EM 385-1-1 STANDARDS THAT WERE VIOLATED. - Self explanatory.

WAS SITE SECURED AND WITNESS STATEMENT TAKEN IMMEDIATELY? - Mark appropriate block and list by whom.

SECTION 6 - INJURY/ILLNESS/FATALITY INFORMATION

SEVERITY OF INJURY/ILLNESS - Mark appropriate box.

ESTIMATED DAYS LOST - Enter the estimated number of workdays the person will lose from work. Update when final data is known.

ESTIMATED DAYS HOSPITALIZED - Enter the estimated number of workdays the person will be hospitalized. Update when final data is known.

ESTIMATED DAYS RESTRICTED DUTY - Enter the estimated number of workdays the person, as a result of the accident, will not be able to perform all of their regular duties. Update when final data is known.

BODY PART(S) AFFECTED - Enter the most appropriate primary and when applicable, secondary, etc. body part(s) affected (e.g. arm: wrist: abdomen: single eye; jaw: both elbows: second finger: great toe: collar bone: kidney, etc.).

NATURE OF INJURY/ILLNESS FOR PRIMARY BODY PART - Enter the most appropriate nature of injury/illness (e.g. amputation, back strain, dislocation, laceration, strain, asbestosis, food poisoning, heart conditions, etc.).

TYPE AND SOURCE OF INJURY/ILLNESS - Type and Source Codes are used to describe what caused the incident.

(1) TYPE Code stands for an "Action" (Example: Worker, installing conduit, lost his balance and fell five feet from a ladder. Type Code: Fell different levels".) Select the most appropriate Type of Injury from the list below:

TYPE OF INJURY/ILLNESS

STRUCK BY/AGAINST	CONTACTED CONTACTED WITH (INJURED PERSON MOVING) CONTACTED BY (OBJECT WAS MOVING)
FELL, SLIPPED, TRIPPED SAME LEVEL/DIFFERENT LEVEL/NO FALL	EXERTED LIFTED, STRAINED BY (SINGLE ACTION) STRESSED BY (REPEATED ACTION)
CAUGHT ON/IN/BETWEEN	EXPOSED INHALED/INGESTED/ABSORBED/EXPOSED TO
PUNCTURED, LACERATED PUNCTURED BY/CUT BY/STUNG BY/BITTEN BY	TRAVELING IN

(2) SOURCE Code stands for an "object or substance." (Example: Worker, installing conduit, lost his balance and fell five feet from a ladder. Source Code: "Ladder".) Select the most appropriate Source of injury from the list below:

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SOURCE OF INJURY/ILLNESS

BUILDING OR WORKING AREA WALKING/WORKING AREA STAIRS/STEPS LADDER FURNITURE BOILER/PRESSURE VESSEL EQUIPMENT LAYOUT WINDOWS/DOORS ELECTRICITY	DUST, VAPOR, ETC. DUST (SILICA, COAT, ETC.) FIBERS ASBESTOS GASES CARBON MONOXIDE MIST, STEAM, VAPOR, FUME WELDING FUMES PARTICLES (UNIDENTIFIED)
ENVIRONMENT CONDITION TEMPERATURE EXTREME (INDOOR) WEATHER (ICE, RAIN, HEAT, ETC.) FIRE, FLAME, SMOTE (NOT TABACCO) NOISE RADIATION LIGHT VENTILATION TOBACCO SMOKE STRESS (EMOTIONAL) CONFINED SPACE	CHEMICAL, PLASTIC, ETC. DRY CHEMICAL - CORROSIVE DRY CHEMICAL - TOXIC DRY CHEMICAL - EXPLOSIVE DRY CHEMICAL - FLAMMABLE LIQUID CHEMICAL - CORROSIVE LIQUID CHEMICAL - TOXIC LIQUID CHEMICAL - EXPLOSIVE LIQUID CHEMICAL - FLAMMABLE PLASTIC WATER MEDICINE
MACHINE OR TOOL HAND TOOL (POWERED: SAW, GRINDER, ETC.) HAND TOOL (NON POWERED) MECHANICAL POWER TRANSMISSION APPARATUS GUARD, SHIELD (FIXED, MOVEABLE, INTERLOCK) VIDEO DISPLAY TERMINAL PUMP, COMPRESSOR, AIR PRESSURE TOOL HEATING EQUIPMENT WELDING EQUIPMENT	INANIMATE OBJECT BOX, BARREL, ETC. PAPER METAL ITEM, MINERAL NEEDLE GLASS SCRAP, TRASH, WOOD FOOD CLOTHING, APPAREL, SHOES
MACHINE OR TOOL HAND TOOL (POWERED: SAW, GRINDER, ETC.) HAND TOOL (NON POWERED) MECHANICAL POWER TRANSMISSION APPARATUS GUARD, SHIELD (FIXED, MOVEABLE, INTERLOCK) VIDEO DISPLAY TERMINAL PUMP, COMPRESSOR, AIR PRESSURE TOOL HEATING EQUIPMENT WELDING EQUIPMENT	INANIMATE OBJECT BOX, BARREL, ETC. PAPER METAL ITEM, MINERAL NEEDLE GLASS SCRAP, TRASH, WOOD FOOD CLOTHING, APPAREL, SHOES
VEHICLE AS DRIVER OF PRIVATELY OWNED, RENTAL VEH. AS PASSENGER OF PRIVATELY OWNED, RENTAL VEH. DRIVER OF GOVERNMENT VEHICLE PASSENGER OF GOVERNMENT VEHICLE COMMON CARRIER (AIRLINE, BUS, ETC.) AIRCRAFT (NOT COMMERCIAL) BOAT, SHIP, BARGE	ANIMATE OBJECT DOG OTHER ANIMAL PLANT INSECT HUMAN (VIOLENCE) HUMAN (COMMUNICABLE DISEASE) BACTERIA, VIRUS (NOT HUMAN CONTACT)
MATERIAL HANDLING EQUIPMENT EARTHMOVER (TRACTOR, BACKHOE, ETC.) CONVEYOR (FOR MATERIAL AND EQUIPMENT) ELEVATOR, ESCALATOR, PERSONNEL HOIST HOIST, SLING CHAIN, JACK CRANE FORKLIFT HANDTRUCK, DOLLY	PERSONAL PROTECTIVE EQUIPMENT PROTECTIVE CLOTHING, SHOES, GLASSES, GOGGLES RESPIRATOR, MASK DIVING EQUIPMENT SAFETY BELT, HARNESS PARACHUTE

SECTION 7 - CAUSAL FACTORS

Review thoroughly. Answer each question by marking the appropriate block. NOTE! If any answer is yes, explain in section 5 above.

(1) DESIGN - Did inadequacies associated with the building or work site play a role? Would an improved design or layout of the equipment or facilities reduce the likelihood of similar accidents? Were the tools or other equipment designed and intended for the task at hand?

CONTRACTOR SIGNIFICANT INCIDENT REPORT (CSIR)

- (2) INSPECTION/MAINTENANCE - Did inadequately or improperly maintained equipment, tools, workplace, etc., create or worsen any hazards that contributed to the accident? Would better equipment, facility, work site or work activity inspections have helped avoid the accident?
- (3) PERSONS PHYSICAL CONDITION - Do you feel that the accident would probably not have occurred if the employee was in "good" physical condition? If the person involved in the accident had been in better physical condition, would the accident have been less severe or avoided altogether? Was overexertion a factor?
- (4) OPERATION PROCEDURES - Did lack of or inadequacy within established operating procedures contribute to the accident? Did any aspect of the procedures introduce any hazard to, or increase the risk associated with the work process? Would establishment or improvement of operating procedures reduce the likelihood of similar accidents?
- (5) JOB PRACTICES - Were any of the provision of the Safety and Health Requirements Manual (EM 385-1-1) violated? Was the task being accomplished in a manner which was not in compliance with an established job hazard analysis or activity hazard analysis? Did any established job practice (including EM 385-1-1) fail to adequately address the task or work process? Would better job practices improve the safety of the task?
- (6) HUMAN FACTORS - Was the person under undue stress (either internal or external to the job)? Did the task tend toward overloading the capabilities of the person: i.e., did the job require tracking and reacting to many external inputs such as displays, alarms, or signals? Did the arrangement of the workplace tend to interfere with efficient task performance? Did the task require reach strengths, endurance, agility, etc., at or beyond the capabilities of the employee? Was the work environment ill-adapted to the person? Did the person need more training, experience, or practice in doing the task? Was the person inadequately rested to perform safely?
- (7) ENVIRONMENTAL FACTORS - Did any factors such as moisture, humidity, rain, snow, sleet, hail, ice, fog, cold, heat, sun temperature changes, wind, tides, floods, currents, terrain; dust, mud, glare, pressure changes, lighting, etc., play a part in the accident?
- (8) CHEMICAL AND PHYSICAL AGENT FACTORS - Did exposure to chemical agents (either single shift exposure or long-term exposure such as dusts, fibers, (asbestos, etc.), silica, gases (carbon, monoxide, chlorine, etc.), mists, steam, vapors, fumes, smoke, other particulates, liquid or dry chemicals that are corrosive, toxic, explosive or flammable, by-products of combustion or physical agents such as noise, ionizing radiation, non-ionizing radiation (UV radiation created during welding, etc.) contribute to the accident/incident?
- (9) OFFICE FACTORS - Did the fact that the accident occurred in an office setting or to an office worker have a bearing on its cause? For example, office workers tend to have less experience and training in performing tasks such as lifting office furniture. Did physical hazards within the office environment contribute to the hazard?
- (10) SUPPORT FACTORS - Was the person using an improper tool for the job? Was inadequate time available or utilized to safely accomplish the task? Were less than adequate personnel resources (in terms of employee skills, number of workers, and adequate supervision) available to get the job done properly? Was funding available, utilized and adequate to provide proper tools, equipment, personnel, site preparation, etc.
- (11) PERSONAL PROTECTIVE EQUIPMENT - Did the person fail to use appropriate personal protective equipment (gloves, eye protection, hard-toed shoes, respirator, etc) for the task or environment? Did protective equipment provided or worn fail to provide adequate protection from the hazard(s)? Did lack of or inadequate maintenance of protective gear contribute to the accident?
- (12) DRUGS/ALCOHOL - Is there any reason to believe the person's mental or physical capabilities, judgment, etc., were impaired or altered by the use of drugs or alcohol? Consider the effects of prescription medicine and over the counter medications as well as illicit drug use. Consider the effect of drug or alcohol induced "hangovers".
- (13) JOB/ACTIVITY HAZARD ANALYSIS - Was a written Job/Activity Analysis completed for the task being performed at the time of the accident? If one was made, did it address the hazard adequately or does it need to be updated? If none made, will one be made? These may also need to be addressed in the Corrective Actions Taken section. Mark the appropriate box. If one was made, attach a copy of the analysis to the report.
- (14) MANAGEMENT - Did the lack of supervisor or management support play a part in the mishap? Mark the appropriate box.

SECTION - 8 OSHA INFORMATION - Complete this section if applicable

SECTION 9 - REPORT PREPARER

Providing a completed CSIR to the Contracting Officer is the PRIME CONTRACTOR'S RESPONSIBILITY. Enter the name, date of report, title, employer, phone number and signature of person completing the accident report and provide it to the Contracting Officer, or his representative, responsible for oversight of that contractor activity. NOTE! If prepared by other than the Prime Contractor, a person employed by the Prime Contractor must sign that they have reviewed and concur with the report and it's findings (e.g. company owner, project supervisor/foreman, Safety Officer, etc.).

ATTACHMENT J-0200000-06
DENIAL OF CONTRACTOR ID CARD ISSUANCE



UNITED STATES MARINE CORPS
MARINE CORPS INSTALLATION-EAST, MARINE CORPS BASE
PSC BOX 20004
CAMP LEJEUNE, NC 28542-0004

IN REPLY REFER TO:
1320
PMO

From: Commanding General, Marine Corps Base, Camp Lejeune

Subj: DENIAL OF CONTRACTOR ID CARD ISSUANCE

Ref: (a) MARADMIN 533/08
(B) BO 5512.1C W/Ch 1, 2&3

1. After reviewing your background check, this office is not able to issue you an ID card based on the reason indicated below.

Installation access shall be denied if it is determined that an employee:

- a. Is listed on the National Terrorist Watch List.
- b. Is not a U.S. Citizen and is illegally present in the U.S. or whose U.S. citizenship, immigration status or Social Security Number cannot be verified.
- c. Is subject to an outstanding criminal warrant of any type.
- d. Has knowingly submitted false or fraudulent information.
- e. Has been issued a debarment order and is currently banned from any military installations. (PNG)
- f. Is on a prisoner work-release program or currently on parole.
- g. Is a registered sex offender regardless of date of the criminal offense.
- h. Has been convicted of a drug crime within the past five years.

ATTACHMENT J-0200000-06
DENIAL OF CONTRACTOR ID CARD ISSUANCE

Subj: DENIAL OF CONTRACTOR ID CARD ISSUANCE

- i. Has obtained a conviction for the following types of criminal offenses within the last five years:
 - 1) Offenses of a sexual nature
 - 2) Offenses of violence
 - 3) Offenses related to gang activity, supremacist or extremist behavior
 - 4) Offenses in which weapon instrumentality was used either as a means of violence or a threat of violence
 - 5) Offenses where offender is pending a trial
- j. Has received a DUI/DWI in the last year. This applies only to Delivery drivers, all others may be allowed access to the installation, but will not be permitted to drive on the installation
- k. Has had driving privileges revoked aboard any installation. This applies only to delivery drivers, all others may be allowed access to the installation, but will not be permitted to drive on the installation.
- l. Has had military active duty terminated by receipt of a dishonorable discharge or bad conduct discharge.
- m. Has exhibited characteristics, traits or other indications that cause concern for the health, safety or welfare of personnel and/or residents aboard the base; or that cause concern for the physical security or environment of the base (this can be an incident that has occurred at any time in the past and will need to be reviewed by the Officer in the building).
- n. Any reason the Installation Commander deems reasonable for good order and discipline.

2. Appeal Process. All appeals should be directed to Base Inspector's Office, Bldg. 27 for any individual that has been denied access to the base.

ATTACHMENT J-0200000-06
DENIAL OF CONTRACTOR ID CARD ISSUANCE

3. Please refer any questions or comments to the supervisor of the Contractor ID Office, **Mr. Terry Scott at 910-451-0743.**

By direction of
Commander, MCIEAST-MCB