

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-C3	PAGE OF PAGES 1   75
2. CONTRACT NO.		3. SOLICITATION NO. N40192-15-R-9018	4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 17 JUN 2015	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY COMMANDING OFFICER - NAVFAC MARIANAS FSC PSC 455, BOX 195 FPO AP 96540-2937			CODE N40192	8. ADDRESS OFFER TO <b>See Item 7</b>	(If other than Item 7)	CODE
TEL:			TEL:			FAX:

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

### SOLICITATION

9. Sealed offers in original and 6 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Bldg 3190, Naval Base Guam (ACQ NAVFAC) until 4:00 pm local time 16 June 2015  
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME STEPHANIE A. AGUON	B. TELEPHONE (Include area code) (NO COLLECT CALLS)	C. E-MAIL ADDRESS stephanie.aguon@fe.navy.mil
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### OFFER (Must be fully completed by offeror)

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

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

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

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NO (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE
			18. OFFER DATE

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN	ITEM
		(4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA	28. AWARD DATE
TEL:		(Signature of Contracting Officer)	
EMAIL:			

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

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	<p>Base Period - FFP                      FFP                      Tire &amp; Wood Material Collection. The Contractor shall provide all labor, material, transportation, equipment, safety controls and supervision to perform Tire &amp; Wood Collection services in accordance with the performance work statement (PWS) as described in Section C, Description and Specifications. See Exhibit A, Section J                      (ELINs A001 - A024). 01 August 2015 - 31 July 2016.                      FOB: Destination</p>	1,981	Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	<p>Base Period - IDIQ                      FFP                      Tire &amp; Wood Material Collection. The Contractor shall provide all labor, material, transportation, equipment, safety controls and supervision to perform Tire &amp; Wood Collection services in accordance with the performance work statement (PWS) as described in Section C, Description and Specifications. See Exhibit A, Section J (ELINs A700 - A707). 01 August 2015 - 31 July 2016.                      FOB: Destination</p>	24,025	Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003 OPTION	First Option Period - FFP FFP Tire & Wood Material Collection. The Contractor shall provide all labor, material, transportation, equipment, safety controls and supervision to perform Tire & Wood Collection services in accordance with the performance work statement (PWS) as described in Section C, Description and Specifications. See Exhibit B, Section J (ELINs B001 - B024). 01 August 2016 - 31 July 2017. FOB: Destination	1,981	Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004 OPTION	First Option Period - IDIQ FFP Tire & Wood Material Collection. The Contractor shall provide all labor, material, transportation, equipment, safety controls and supervision to perform Tire & Wood Collection services in accordance with the performance work statement (PWS) as described in Section C, Description and Specifications. See Exhibit B, Section J (ELINs B700 - B707). 01 August 2016 - 31 July 2017. FOB: Destination	4,025	Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005 OPTION	Second Option Period - FFP FFP Tire & Wood Material Collection. The Contractor shall provide all labor, material, transportation, equipment, safety controls and supervision to perform Tire & Wood Collection services in accordance with the performance work statement (PWS) as described in Section C, Description and Specifications. See Exhibit C, Section J (ELINs C001 - C024). 01 August 2017 - 31 July 2018. FOB: Destination	1,981	Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006 OPTION	Second Option Period - IDIQ FFP Tire & Wood Material Collection. The Contractor shall provide all labor, material, transportation, equipment, safety controls and supervision to perform Tire & Wood Collection services in accordance with the performance work statement (PWS) as described in Section C, Description and Specifications. See Exhibit C, Section J (ELINs C700 - C707). 01 August 2017 - 31 July 2018. FOB: Destination	4,025	Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007 OPTION	Third Option Period - FFP FFP Tire & Wood Material Collection. The Contractor shall provide all labor, material, transportation, equipment, safety controls and supervision to perform Tire & Wood Collection services in accordance with the performance work statement (PWS) as described in Section C, Description and Specifications. See Exhibit D, Section J (ELINs D001 - D024). 01 August 2018 - 31 July 2019. FOB: Destination	1,981	Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008 OPTION	Third Option Period - IDIQ FFP Tire & Wood Material Collection. The Contractor shall provide all labor, material, transportation, equipment, safety controls and supervision to perform Tire & Wood Collection services in accordance with the performance work statement (PWS) as described in Section C, Description and Specifications. See Exhibit D, Section J (ELINs D700 - D707). 01 August 2018 - 31 July 2019. FOB: Destination	4,025	Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009 OPTION	Fourth Option Period - FFP FFP Tire & Wood Material Collection. The Contractor shall provide all labor, material, transportation, equipment, safety controls and supervision to perform Tire & Wood Collection services in accordance with the performance work statement (PWS) as described in Section C, Description and Specifications. See Exhibit E, Section J (ELINs E001 - E024). 01 August 2019 - 31 July 2020. FOB: Destination	1,981	Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010 OPTION	Fourth Option Period - IDIQ FFP Tire & Wood Material Collection. The Contractor shall provide all labor, material, transportation, equipment, safety controls and supervision to perform Tire & Wood Collection services in accordance with the performance work statement (PWS) as described in Section C, Description and Specifications. See Exhibit E, Section J (ELINs E700 - E707). 01 August 2019 - 31 July 2020. FOB: Destination	4,025	Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
9000	Base Year - Exhibit A FFP FFP 01 August 2015 - 31 July 2016. Exhibit Line Items A001 - A024 and A700 - A707 FOB: Destination	UNDEFINED	Each		

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MAX  
NET AMT

See Exhibit A

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
9001 OPTION	First Option Year - Exhibit B FFP FFP 01 August 2016 - 31 July 2017 Exhibit Line Items B001 - B024 and B700 - B707 FOB: Destination	UNDEFINED	Each		

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MAX  
NET AMT

See Exhibit B

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
9002 OPTION	Second Option Year - Exhibit C FFP FFP 01 August 2016 - 31 July 2017 Exhibit Line Items C001 - C024 and C700 - C707 FOB: Destination	UNDEFINED	Each		

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MAX  
NET AMT

See Exhibit C

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
9003 OPTION	Third Option Year - Exhibit D FFP FFP 01 August 2017 - 31 July 2018 Exhibit Line Items D001 - D024 and D700 - D707 FOB: Destination	UNDEFINED	Each		

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MAX  
NET AMT

See Exhibit D

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
9004 OPTION	Fourth Option Year - Exhibit E FFP FFP 01 August 2018 - 31 July 2019 Exhibit Line Items E001 - E024 and E700 - E707 FOB: Destination	UNDEFINED	Each		

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MAX  
NET AMT

See Exhibit E

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

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

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001		\$		\$
0002		\$		\$
0003		\$		\$
0004		\$		\$
0005		\$		\$
0006		\$		\$
0007		\$		\$
0008		\$		\$
0009		\$		\$

0010	\$	\$
9000	\$	\$
9001	\$	\$
9002	\$	\$
9003	\$	\$
9004	\$	\$

## CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

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

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

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

(i) The solicitation number;

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

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

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

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

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

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

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

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

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

(3) It is the only proposal received.

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

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

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

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

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

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the

solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

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

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

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

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

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

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

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

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

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

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced

between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

Section C - Descriptions and Specifications

DESC/SPECS/WORK STATEMENT

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Annex 1 – 0100000 – General Information

Annex 2 – 0200000 – Management and Administration

Annex 1503030 – Tire and Wood Material Collection and Disposal Services

Spec Item 1.0 – Generation Information

Spec Item 2.0 – Management and Administration

Spec Item 3.0 - Firm Fixed Price

Spec Item 4.0 - Indefinite Delivery Indefinite Quantity

PWS Format:

- Specification Item 1 (General Information) – Non-cost information unique to the understanding of the technical requirements of this functional area.
- Specification Item 2 (Management and Administration) – Management and administration requirements unique to the planning, execution, management and administration of the performance requirements in this specification.
- Specification Item 3.0 (Firm Fixed Price)
- Specification Item 4.0 (IDIQ – Indefinite Delivery/Indefinite Quantity Work)

See attached

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

<b>0100000 – General Information – Tire and Wood Material Collection and Disposal Services</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
1	General Information	<p>The Contractor shall provide all labor, management, supervision, tools, material, and equipment required to perform: Tire and Wood Material Collection: to include vegetative wastes; Disposal; and Recycling of the material at all Naval Base Guam Activities and tenants, and other U.S. Military Activities or DoD/federal agencies at various activities/locations, Guam, M.I. as described herein.</p> <p>All work herein is subject to the Service contract Act of 1965, As Amended, incorporated under Section I, Federal Acquisition Regulation (FAR) Clause 52.222-41. Services shall be provided by means of Firm Fixed-Price (FFP) and Indefinite Quantity (IDIQ) work. <b>All work shall be priced as Firm Fixed Priced.</b></p>
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 herein and described in this Performance Work Statement (PWS) at combination firm-fixed price (FFP) and indefinite delivery-indefinite quantity (IDIQ). 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 of which only Annex 15 applies to this PWS. The annex numbers are identified as 1 through 18 in the description column, but the full expanded annex numbers include seven digits (e.g., Annex 1 expanded number is 0100000 as shown in the header row at the top of this page).</p> <p>Annex 1 General Information  Annex 2 Management and Administration  Annex 3 Command and Staff N/A  Annex 4 Public Safety N/A  Annex 5 Air Operations N/A  Annex 6 Port Operations N/A  Annex 7 Ordnance N/A  Annex 8 Range Operations N/A  Annex 9 Health Care Support N/A  Annex 10 Supply N/A  Annex 11 Personnel Support N/A  Annex 12 Morale, Welfare and Recreation Support N/A  Annex 13 Galley N/A  Annex 14 Housing N/A  Annex 15 Facilities Support  Annex 16 Utilities N/A  Annex 17 Base Support Vehicles and Equipment N/A  Annex 18 Environmental N/A</p>
1.2	Project Location	<p>The work shall be performed at various locations and may vary from location to location. The following is an example of the dispersion of work at the various locations.</p> <p>(1) Andersen Air Force Base, Guam  (2) Naval Base Guam Telecommunications Site, Guam  (3) Naval Hospital, Guam  (4) Naval Base Guam Munitions Site, Guam  (5) Naval Base Guam Apra Harbor, Guam</p>

<b>0100000 – General Information – Tire and Wood Material Collection and Disposal Services</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
1.3	Acquisition of Additional Work	The Government reserves the right to acquire additional services at additional locations in addition to the services and locations identified in the Firm-Fixed Price requirements provided in Annex 15 of this contract. Additional services will be incorporated into the contract in accordance with the CHANGES clause, SECTION I or ordered under the indefinite delivery indefinite quantity provisions of the contract. Items of work not covered by this contract, but within the general intent are considered in the scope of this contract.
1.4	Background Information	<p>Guam, the largest and southernmost island of the Marianas archipelago, is the western most possession of the United States. The island is approximately 6,000 miles west of San Francisco, 3,700 miles west-southwest of Honolulu, 1,500 miles southeast of Tokyo, 2,100 miles southwest of Hong Kong, 1,500 miles east of Manila; and 3,100 miles northwest of Sydney at 13 degrees north latitude and 144 degrees east longitude. The Marianas Trench, the deepest known ocean depth, is located southeast of Guam.</p> <p>The island of Guam is approximately 30 miles in length with a variable width, ranging from 12 miles to 4 miles at its narrowest point. Approximately 212 square miles, excluding reef formations, the island has two basic geological compositions. The central and northern features are primarily raised limestone with several volcanic formations at Mount Santa Rosa and Mount Mataguak. The northern cliff lines drop precipitously into the sea with an elevation ranging from 300 to 600 feet. The southern features are basically volcanic with an elongated mountain ridge dividing the inland valleys and coastline. The highest point is Mount Lam Lam with an elevation of 1,334 feet.</p> <p>Earthquakes also occur frequently near Guam and can cause damage to property. Guam is located in Seismic Zone 4.</p>
1.5	Verification of Workload and Conditions	Throughout the PWS, the workload data is generally referred to as being located in Section J. Section J provides data such as inventories, maps, floor plans, and tables to represent the type, quantity and location of services to be provided. However, offerors are encouraged to visit the project site during the site visit for offerors and to visit the technical library during posted hours as part of its due diligence to assess the nature of work, the quantity of the work and conditions under which work is to be performed.
1.6	Climate Patterns	<p>Guam's climate is pleasantly warm year-round. The mean annual temperature is 81 degrees; the range is from the low 70s to the mid 80s. The coolest and least humid months are in December through February. The annual rainfall totals 80 to 110 inches. Guam experiences two (2) seasons, dry and rainy. The dry season, "fanumnangan," begins in December through June. The rainy season, "fanuchanan," falls within the remaining months.</p> <p>Typhoons, the most intense tropical cyclones observed anywhere, form over the open ocean areas of the Western Pacific. Generally, most of these tropical cyclones are in their formative stages while near Guam. Located in the middle of "Typhoon Alley," Guam usually averages four to five storm threats each year. On average, Guam is affected by a tropical cyclone with 40-mile-per-hour winds or higher every season. About every 5 to 10 years, Guam gets hit directly by a super-typhoon. However, the ever-changing patterns can bring a strong typhoon any</p>

<b>0100000 – General Information – Tire and Wood Material Collection and Disposal Services</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		year.
1.7	Related Information	<p>There are four types of Related Information that can be found in the Description and Related Information columns of the specification as follows:</p> <p>Informational Notes as used throughout this PWS provides additional information to offerors to be used in developing a thorough understanding of the work to be performed in this contract. Any block of text marked “Informational Notes” throughout Annexes 1 through 18 is subject to this disclaimer. Offerors may not rely upon the "Informational Notes" as material representations of the Government. Information provided in "Informational Notes" does not create a contractual requirement on either party to this contract.</p> <p>Clarifying Information describes client expectations in a more detailed manner than the Performance Objective and Performance standard alone.</p> <p>Constraining Information describes limitations to the work performed to meet the Performance Objective and Performance Standard.</p> <p>Requirement Information further describes client requirements associated with each Performance Objective.</p>
1.8	Navy Approach to Service Contracting	<p>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:</p>
1.8.1	Partnering Philosophy	<p>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.</p>
1.8.2	Contractor's Knowledge	<p>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.</p>
1.8.3	Industry Best Practices	<p>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</p>

<b>0100000 – General Information – Tire and Wood Material Collection and Disposal Services</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		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 Firm Fixed-Price (FFP) requirements. Specification item 4 will always contain the Indefinite Delivery-Indefinite Quantity (IDIQ) 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 specification items. Specification Item 3.1 is applicable to all 3.1 subordinate specification items. Specification Items 3.2 and 3.3 are not considered subordinate to 3.1. All costs associated with Annexes 1 and 2 and Specification items 1 and 2 must be priced and distributed within Specification Item 3 of Annexes 3 through 18. For 100% IDIQ contracts, costs should be spread to Spec Item 4.</p>
1.10	Navy PBSA Approach	<p>The Navy’s approach to performance-based service acquisition (PBSA) includes four (4) component parts which are</p> <ol style="list-style-type: none"> <li>1) performance outcomes,</li> <li>2) measurable standards,</li> <li>3) consideration of incentives, and</li> <li>4) performance assessment plan.</li> </ol>
1.11	Technical Proposal Certification	<p>The Contractor warrants that its proposal incorporated herein by reference will meet or exceed the performance objectives set forth in this contract.</p>

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<b>Spec Item</b>	<b>Title</b>	<b>Description</b>										
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	<p>The Government's regular working hours are from 0730-1630, five (5) days per week, Monday through Friday, except observed Federal holidays.</p> <p>The services to be performed under this contract will be accomplished during normal Government working days, Monday through Friday, between the hours of 0730–1630 and Saturday between the hours of 0730–1630. 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.</p>										
2.2.1.1	Observed Federal Holidays	<p>The Government observes the following holidays:</p> <table border="0"> <tr> <td>New Year’s Day</td> <td>Martin Luther King Jr.’s Birthday</td> </tr> <tr> <td>President’s Day</td> <td>Memorial Day</td> </tr> <tr> <td>Independence Day</td> <td>Labor Day,</td> </tr> <tr> <td>Columbus Day</td> <td>Veterans’ Day</td> </tr> <tr> <td>Thanksgiving Day</td> <td>Christmas Day</td> </tr> </table>	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	Christmas Day
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	Christmas Day											
2.2.1.2	Restriction to Contractor Working Hours	If the Contractor wishes to work outside of the Government's regular working hours for the Contractor’s convenience, the Contractor shall submit a written Request to Work Outside Government’s Regular Working Hours to the KO for approval per Section F.										
2.2.2	Wage Determinations	A "wage determination" is the listing of wage rates and fringe benefit rates for each classification of laborers which the Administrator of the Wage and Hour Division of the U.S. Department of Labor have determined to be prevailing in a particular geographic area for a given class of labor and type of projects. The latest rate is available on-line. Wage determinations are included in Section J-0200000-03.										
2.2.3	Requirements Hierarchy	<p>Requirements or definitions specified in each spec item of this contract apply to subordinate paragraphs. For example, requirements shown in spec item 3.1 would apply to spec items 3.1.1, 3.1.2, 3.1.2.1 and so on.</p> <p>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.</p>										
2.3	General Administrative Requirements											
2.3.1	Required Conferences and Meetings	The Contractor may be required to attend administrative and coordination meetings. The Contractor shall attend meetings as requested by the government.										
2.3.2	Training for Maintenance and Operation of New and Replacement Systems and Equipment	The Contractor shall obtain all required certifications, training, 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 attend training for maintenance of new and replacement systems and equipment. When 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.										
2.3.3	Partnering	To increase the likelihood of successful performance of this contract, the										

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<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		<p>Government requires cohesive partnerships with its Contractors and subcontractors. Key stakeholders, including the supported commands who will receive services, principal individuals from NAVFAC, the performance assessment team, and representative(s) of the installation(s) will be invited to participate in the partnering process. Key members of the prime and subcontractors teams, including senior management personnel must participate. The partnership will draw on the strength of each organization in an effort to achieve quality contract services done right the first time, within the contract price, as scheduled, and without any safety mishaps.</p> <p>Partnering should accomplish three goals:</p> <ul style="list-style-type: none"> <li>- The first goal is to develop a cohesive team with common purpose, commitment and established communication processes.</li> <li>- The second goal of partnering is contract specific, identifying risks and opportunities for the team to address.</li> <li>- The third goal is to sustain the Partnership throughout the contract by identifying and addressing issues that affect the Partnership.</li> </ul>
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 thirty (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. Commence discussions with the Contractor to select a facilitator and location that are acceptable to both partners. 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.  President/Vice President</p>

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<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		* Project Manager * Quality Manager Site Safety and Health Officer
2.3.4	Permits and Licenses	The Contractor shall without additional expense to the Government, obtain all required permits, licenses, clearances, and authorizations to perform work under this contract and comply with applicable Federal, State and local laws and regulations. In addition, the contractor shall provide evidence of such permits and licenses to the Contracting Officer before work commences and at other times as requested by the Contracting Officer or Government Representative. The Contractor shall submit copies of permits and licenses per Section F.
2.3.5	Insurance	Within fifteen (15) calendar days after award of this contract, 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 thirty (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: <ul style="list-style-type: none"> <li>• Comprehensive General Liability: \$500,000 per occurrence</li> <li>• Automobile Liability: \$200,000 per person, \$500,000 per occurrence, \$20,000 per occurrence for property damage</li> <li>• Workmen's Compensation: As required by Federal and state worker's compensation and occupational disease statutes</li> <li>• Employer's Liability coverage: \$100,000, except in states where worker's compensation may not be written by private carriers</li> <li>• Other as required by state or local law</li> </ul>
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		
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-0200000-02. 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	Invoicing procedures are identified in Section J-0200000-07.
2.3.10	Forms	Forms referenced in this Annex, e.g. accident reporting, and damage reporting are included among the Forms in J-0200000-04.
2.4	Government-Furnished Property, Materials and Services	In accordance with FAR 52.245, FAR 45.101, GOVERNMENT PROPERTY and NAVFAC Clause 5252.245-9300, GOVERNMENT-FURNISHED PROPERTY, MATERIALS AND SERVICES, and the

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		following paragraphs, the Government will furnish or make available to the Contractor certain Government-owned facilities, utilities, materials, equipment and services for use in connection with this contract as stated below.
2.4.1	Government-Furnished Facilities (GFF)	No Government-Furnished Facilities will be provided for the duration of this contract.
2.4.2	Government-Furnished Utilities	No Government-Furnished Utilities will be provided for the duration of this contract.
2.4.3	Government-Furnished Materials (GFM)	No Government-Furnished Materials will be provided for the duration of this contract.
2.4.4	Government-Furnished Equipment (GFE)	No Government-Furnished Equipment will be provided for the duration of this contract.
2.5	Contractor-Furnished Items	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 one (1) hour of the inquiry during regular working hours, and by 0800 the following work day for inquiries after regular working hours.
2.6.3	Work Schedule	The Contractor's work shall not interfere with normal Government business. In those cases where some interference is unavoidable, the Contractor shall minimize the impact and effects of the interference. The Contractor shall provide advance access of all of its work schedules to the Government. The Contractor shall notify the KO or COR of any difficulty in scheduling work due to Government controls.  The Contractor shall provide the Government with a performance work schedule per Section F. The schedule shall reflect services to be

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		performed, the day and time areas will be serviced, building numbers, and shall be separated by customers. The Contractor shall submit copies of Work Schedules per Section F.
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. 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		
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"> <li>• Accurate documentation of work processes, procedures, and output measures.</li> <li>• A systematic procedure for assessing compliance with performance objectives and standards.</li> <li>• Accurate documentation of quality inspections and surveillance conducted throughout the execution of work.</li> <li>• Assessment-driven corrective actions and process adjustments as appropriate in a timely manner.</li> </ul>
2.6.7.1	Quality Management (QM) Plan	<p>Within fifteen (15) calendar days after award of the contract, 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. Within seven (7) calendar days of any change during period of performance, submit to the KO a revised QC Plan for acceptance.</p> <p>The Contractor's QM Plan shall include, at a minimum, the following:</p> <ul style="list-style-type: none"> <li>• Policy and objectives of Quality Management System (QMS)</li> <li>• Quality organization <ul style="list-style-type: none"> <li>○ List of personnel</li> <li>○ Responsibilities &amp; lines of authority</li> <li>○ Training and qualifications</li> </ul> </li> <li>• Approach to assuring quality of services provided and conformance with performance objectives and standards</li> <li>• Methods and procedures for effective planning, operation and control of processes and performance of work</li> <li>• Procedures for inspection and surveillance of services <ul style="list-style-type: none"> <li>○ Scheduling and performance of inspection and surveillance</li> <li>○ Measurement, data collection and analysis</li> <li>○ Corrective action, preventive action, and continuous improvement</li> <li>○ Oversight of subcontracted work</li> </ul> </li> </ul>

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<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		<ul style="list-style-type: none"> <li>• Documentation and records management</li> <li>• Communication with government (customers)</li> </ul>
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 (5) 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 day. The Government may adjust the frequency of the submittal based on the Contractor's quality of performance.
2.6.8		None
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 COR prior to ordering and use. The COR 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>Within fifteen (15) calendar days after award of the contract, for other than qualification requirements required to be submitted with the offer, the Contractor shall submit to the Contracting Officer a List of Key Personnel and their qualifications and any additional information requested by the Contracting Officer to certify their qualifications.</p> <p>Within fifteen (15) calendar days after award of the contract, the Contractor shall submit to the Contracting Officer an Organizational Chart showing lines of authority of the Key Personnel and on-site Supervisor(s) for this contract per Section F. The chart shall include names of personnel and their position title in this contract. As a minimum, include the PM, 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 (1) 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>
2.7.1.2	Quality Manager	The Contractor shall provide a Quality Manager or designated alternate

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		<p>and shall be on-site within during the Government's regular working hours and shall be available on-site within two (2) 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 not be the same person as the Project Manager.</p> <p>The Quality Manager shall have fulfilled the following training and experiences:</p> <p>The Quality Manager shall have attended and satisfactorily completed the Construction Quality Management (CQM) course offered by the Government or Guam Contractor's Association and shall have at least three (3) years of experience in preparing and enforcing QMS programs on contracts of similar size, scope and complexity. If the Quality Manager has not attended and satisfactorily completed the Construction Quality Management (CQM) course offered by the Government or Guam Contractor's Association prior to being hired as the QM, he or she shall have six (6) months to fulfil this requirement.</p> <p>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 (1) Competent Person at each project site to function as the Site Safety and Health Officer (SSHO). The SSHO or an equally-qualified Designated Representative/alternate shall be on-site at all times when work is being performed to implement and administer the Contractor's safety program and government-accepted Accident Prevention Plan. The SSHO's training, experience, and qualifications shall be as required by EM 385-1-1 paragraph 01.A.17, entitled SITE SAFETY AND HEALTH OFFICER (SSHO), and all associated sub-paragraphs.</p> <p>A Competent Person shall be provided for all of the hazards identified in the Contractor's Safety and Health Program in accordance with the accepted Accident Prevention Plan, and shall be on-site at all times when the work that presents the hazards associated with their professional expertise is being performed. Provide the credentials of the Competent Persons(s) to the Contracting Officer for acceptance in consultation with the Safety Office.</p> <p>The Contractor shall provide a SSHO whose primary duty and responsibility is to prepare and enforce the Contractor's safety program on this contract. The SSHO shall have fulfilled the following pre-requisite training and experiences before being hired as the SSHO under this contract:</p> <p>The SSHO shall have satisfactory experience in preparing and enforcing safety programs on contracts of similar size and complexity in the past, and have completed the OSHA 30-hour construction safety class or equivalent. The SSHO shall maintain competency through 24 hours of formal safety and health related coursework every four (4) years. The SSHO may be the same person as the project manager but shall have</p>

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		fulfilled the pre-requisite qualification and experience.
2.7.2	Employee Requirements	<p>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.</p> <p>Personnel who operate heavy machinery shall be properly licensed to operate the respective machinery.</p> <p>Additional personnel requirements for employees who collect, handle, transport, and dispose of solid waste shall comply with Federal, State and local statutes and regulations, and with DoD and Navy policies, instructions and guidance.</p> <p>Personnel who handle or supervise the handling of solid waste to be sterilized at the Waste Sterilization Facility must receive training from the Government prior to handling this type of waste. The same Contractor personnel shall also attend training administered by the USDA or its designee.</p> <p>The Contractor shall provide personnel with the qualifications, technical knowledge, experience and skills required to efficiently provide Tire and Wood Material Collection and Disposal Services required under this contract.</p>
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 four (4) hours of request.
2.7.2.2	Employee Appearance	<p>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.</p> <p>Type of Uniform: All employees shall wear Contractor-provided uniforms, including shirts and/or blouses which are clearly distinguishable from other facility uniforms currently in use. The uniform shall be worn as designed by the uniform manufacturer. Sandals or other open-toed shoes shall <b>NOT</b> be worn.</p>
2.7.2.3	Employee Conduct	<p>Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.</p> <p>Discipline: The Contractor shall take prompt, appropriate action in all instances of employee misbehavior that may reflect adversely upon the Government. The Contractor shall furnish to the KO or designated representative, for review, a written report of disciplinary action taken in those instances where an infraction of Government regulations has been reported and substantiated.</p>

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2.7.2.4	Identification as Contractor Employee	Contractor employees shall identify themselves as Contractor personnel by introducing themselves or being introduced as Contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel. All Contractor employees shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.
2.7.2.5	Removal of Employees	The Contractor shall remove from the site any individual whose continued employment is deemed by the KO to be contrary to the public interest or inconsistent with the best interests of National Security.
2.7.2.6	Proof of Legal Residency	No employee or representative of the Contractor will be admitted to the site of work unless satisfactory Proof of Legal Residency is furnished.
2.7.3	Enterprise-wide Contractor Manpower Reporting Application (eCMRA)	<p>The Contractor shall report all contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <a href="https://doncmra.nmci.navy.mil">https://doncmra.nmci.navy.mil</a>.</p> <p>Per Section F, reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <a href="https://doncmra.nmci.navy.mil">https://doncmra.nmci.navy.mil</a>.</p>
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 the employee's name, supervisor, company, and level of security clearance.
2.8.2	Vehicles	The company name and phone number shall be prominently displayed on the driver and passenger side on each of the Contractor's vehicles utilized to perform work on this contract. All vehicles shall display a valid license plate that complies with the Guam Vehicle Code. Vehicles shall meet all other requirements of the Guam Vehicle Code, such as safety standards, and shall carry proof of insurance and 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 ten (10) calendar days.
2.8.4	Access to Installation	<p>All Contractor personnel shall obtain access to the installation by participating in the Navy Commercial Access Control System (NCACS), or by obtaining passes each day from the Base Pass and Identification Office. Costs for obtaining passes through the NCACS are the responsibility of the Contractor. One-day passes, issued through the Base Pass and Identification Office, will be furnished without charge.</p> <p>The Contractor shall furnish a completed EMPLOYMENT ELIGIBILITY VERIFICATION (DHS FORM I-9) form for all personnel requesting</p>

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		badges. This form is available at <a href="http://www.uscis.gov/portal/site/uscis">http://www.uscis.gov/portal/site/uscis</a> by searching or selecting Employment Verification (Form I-9). Immediately report instances of lost or stolen badges to the Contracting Officer.
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 (1) 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>NCACS should be obtained and coordinated through Naval Base Guam Pass and I.D. Office.</p> <p>Information on costs and requirements to participate and enroll in NCACS is available at <a href="http://www.rapidgate.com/vendors/how-to-enroll">http://www.rapidgate.com/vendors/how-to-enroll</a> or by calling 1-877-727-4342. Contractors should be aware that the costs incurred to obtain NCACS credentials, or costs related to any means of access to a Navy Installation, are not reimbursable. Any time invested, or price(s) paid, for obtaining NCACS credentials will not be compensated in any way or approved as a direct cost of any contract with the Department of the Navy.</p>
2.8.4.2	One-Day Passes	Participation in the NCACS is not mandatory, and if the Contractor chooses to not participate, the Contractor's personnel will have to obtain daily passes, be subject to daily mandatory vehicle inspection, and will have limited access to the installation. The Government will not be responsible for any cost or lost time associated with obtaining daily passes or added vehicle inspections incurred by non-participants in the NCACS.
2.8.5	Access to Buildings	The Contractor shall monitor and control access into restricted areas under their responsibility, allowing only those individuals who have been properly cleared into restricted areas or other controlled access areas. The Contractor shall comply with security requirements, plus those imposed by the installation Commander at all times. Personnel with access to special areas will have the appropriate screening and/or security clearance, and personnel requiring routine access to restricted areas will wear special badges authorizing access for those areas. Contractor personnel shall not enter restricted or controlled areas or installation facilities unless specifically authorized in performance of their duties. The Contractor shall secure all buildings and facilities entered during non-duty hours and will secure all building and facilities under the Contractor's cognizance at the end of each work day or shift period.
2.8.6	Access Arrangements	The Contractor shall make all arrangements through the appropriate office necessary to obtain access to buildings, facilities and other work areas, and

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		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.
2.8.7	Security Clearances	The Contractor shall obtain all required corporate and personnel Security Clearances prior to commencement of work. The Contractor shall ensure that a list of all personnel with Security Clearances is maintained current, including clearances that are pending.
2.8.8	Employee Status	The Contractor shall notify the KO of any changes to any employee's status to include, but not limited to, termination, convictions/arrests, adverse actions taken on the job for any reason or any other documented misbehavior that may affect, or have the potential to affect, security standing in terms of access to federal facilities or IT systems.
2.9	Contractor Safety Program	The Contractor shall develop and implement a Safety Program detailing how the Contractor plans, staffs, performs, and controls all safety practices while delivering best value services to the Government without any accidents or mishaps. The Contractor's safety program shall comply with all safety standards identified in the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1 and Public Law 91-596, Occupational Safety and Health Act.
2.9.1	Accident Prevention Plan (APP)	<p>The Contractor shall develop and implement a site Accident Prevention Plan (APP). The APP shall be prepared by the Contractor's SSO and shall be followed by all Contractor employees, subcontractors, and vendors at each service site.</p> <p>The APP shall follow the abbreviated format and include, as a minimum, elements addressed in paragraph 11 of Appendix A of EM 385-1-1.</p> <p>The Contractor shall submit an APP for acceptance per Section F. The Contractor shall review, update, and submit revisions to the APP whenever a change in work conditions, hazards, or activities occur. Submittal of the APP shall include Activity Hazard Analyses (AHAs) and Occupational Risk and Compliance Plans and Programs as specified below.</p>
2.9.2	Activity Hazard Analysis (AHA)	<p>The Contractor shall prepare Activity Hazard Analyses (AHAs) for all applicable common recurring work activities performed under this contract. AHAs for recurring work shall be submitted with the APP and shall be updated as work activities or conditions change and additional AHAs prepared as new work activities are required. AHAs for non-recurring and one-time (e.g., IDIQ task orders) work occurrences shall be submitted at least two (2) working days prior to start of work. Specifically:</p> <ul style="list-style-type: none"> <li>• For FFP contract modifications where changes are germane to the original contract, the Contractor shall revise applicable AHAs within fifteen (15) calendar days after modification is signed.</li> <li>• For combination FFP/IDIQ contracts, the Contractor shall submit an AHA on task orders, with the associated proposal, whenever the service environment or required task is different from the firm-fixed-priced services.</li> </ul>

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		<p>AHAs shall follow format of Figure 1-2 of EM 385-1-1 and shall explain the following as detailed in the EM 385-1-1:</p> <ul style="list-style-type: none"> <li>• The steps of the service process;</li> <li>• Identify potential hazards that exist as a result of the Contractor’s service process within the environment;</li> <li>• Measures or plans of actions to safely remove potential hazards away from people in and around the service process and environment;</li> <li>• Specific materials and equipment necessary to safely remove potential hazards away from people in and around the service process and environment;</li> <li>• Inspection requirements to assure service activity is safe; and</li> <li>• Training of service personnel to be aware of potential hazards and measures or plans of actions to be used to remove hazards from service environment.</li> </ul> <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 per Section F.</p>
2.9.3	Occupational Risk and Compliance Plans	The Contractor shall develop, provide and implement occupational risk and compliance plans, as specified below, as necessary for the situation or types of work to be performed under this contract. These plans shall be submitted with the APP and shall be updated as situations change. Additional plans as referenced in Appendix A of EM 385-1-1 shall be developed as applicable when new types of work are required under this contract.
2.9.3.1	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	Emergency Response Plans	The Contractor shall develop emergency response plans to ensure safe evacuation and personnel safety in the event of fire or other emergency that include elements addressed in paragraphs 01.E, 03.A, 03.D, and 19.A.04 of EM 385-1-1.
2.9.3.3	Fall Prevention and Protection Plan	The Contractor shall develop a site specific fall prevention and protection plan to protect and prevent its service workers from falling from heights of 1.8m (6 feet) or more. This plan shall include elements addressed in paragraph 21.C of EM 385-1-1 and ANSI A10.32, ANSI Z359.1, and ANSI/ASSE A10.34. A competent person for fall protection shall prepare and sign the plan.
2.9.3.4	Fire Prevention Program	The Contractor shall develop a fire prevention program to include a fire prevention plan and annual survey to include elements addressed in paragraph 06.C and 09.A of EM 385-1-1, NFPA 10, NFPA 241, NFPA 51B, NFPA 70, and NFPA 70E.
2.9.3.5	Hazardous Energy Control Program	The Contractor shall develop a hazardous energy control program to include elements addressed in paragraph 12.A.12 of EM 385-1-1.
2.9.3.6	Health Hazard Control Program and Hazard Communication Program	The Contractor shall develop a project-specific health hazard control program and chemical hazard communication program to include elements addressed in paragraphs 06.A and 06.B of EM 385-1-1 and 29 Code of Federal Regulations (CFR) 1910.120 or 1926.59 requirements.
2.9.3.7	Heat/Cold Stress	The Contractor shall develop a heat/cold stress monitoring plan to include

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	Monitoring Plan	elements addressed in paragraph 06.I.02 of EM 385-1-1.
2.9.3.8	Respiratory Protection Program	The Contractor shall develop a respiratory protection program to include elements addressed in paragraph 05.G of EM 385-1-1 and the OSHA's respiratory protection standard specified in 29 CFR 1910.134.
2.9.3.9	Site Sanitation Plan	The Contractor shall develop a site sanitation plan to include elements addressed in Section 2 of EM 385-1-1.
2.9.4	Accident and Damage Reporting	<p>Per Section F, the Contractor shall notify the Contracting Officer as soon as practical, but no more than four (4) hours after any accident meeting the definition of Recordable Injuries or Illnesses or High Visibility Accidents, property damage equal to or greater than \$2,000, or any Weight Handling Equipment (WHE) accident. Within notification include Contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (to include type of equipment used, PPE used, etc.). Preserve the conditions and evidence on the accident site until the Government investigation team arrives on-site and Government investigation is conducted.</p> <p>The Contractor shall conduct an accident investigation for recordable injuries and illnesses, for accidents requiring Medical Treatment, property damage accidents resulting in at least \$20,000 in damages, and near misses as defined in EM 385-1-1, to establish the root cause(s) of the accident. The Contractor shall complete the applicable NAVFAC Contractor Incident Reporting System (CIRS), and electronically submit via the NAVFAC Enterprise Safety Applications Management System (ESAMS) per Section F. Required or special forms are provided within the Forms in J-0200000-04.</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 weight handling equipment accident (including rigging gear accidents) to establish the root cause(s) of the accident, complete the WHE Accident Report (Crane and Rigging Gear) form and submit per Section F. No crane operations are allowed to proceed until cause is determined and corrective actions have been implemented to the satisfaction of the Contracting Officer. The WHE accident report form is provided within the Forms in J-0200000-04.</p>
2.9.4.1	Accident Reporting and Notification Criteria	<p>The following criteria and definitions apply to the accident reporting requirements specified above:</p> <p>Recordable Injuries or Illnesses. Any work-related injury or illness that results in:</p> <ol style="list-style-type: none"> <li>1) Death, regardless of the time between the injury and death, or the length of the illness;</li> <li>2) Days away from work (any time lost after day of injury/illness onset);</li> <li>3) Restricted work;</li> <li>4) Transfer to another job;</li> <li>5) Medical treatment beyond first aid;</li> </ol>

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		<p>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> <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>
2.9.5	Fire Protection	The Contractor shall know where fire alarms are located and how to activate them. The Contractor shall handle and store all combustible supplies, materials, waste and trash in a manner that prevents fire or hazards to persons, facilities, and materials.
2.9.6	Monthly On-Site Labor Report	The Contractor shall submit a Monthly On-Site Labor Report per Section F. This report is a compilation of employee-hours worked each month for all site workers, both prime and subcontractor.
2.9.7	OSHA Citations and Violations	The Contractor shall correct violations and citations promptly and provide a copy of each OSHA citation and OSHA report with written OSHA Citations and Violations Corrective Action Report to the KO within forty-eight (48) hours after receiving a citation.
2.9.8	Safety Inspections and Monitoring	<p>The Contractor shall conduct inspections of its work areas, job sites, and work crews every day work is being performed to ensure that all Contractor operations are being conducted safely. These inspections shall ensure:</p> <ul style="list-style-type: none"> <li>• The site is safe and free of job-site hazards</li> <li>• Proper PPE is being utilized and worn.</li> <li>• Safe work practices and processes are being followed.</li> <li>• Workers are familiar with the hazards covered in the respective AHA for that work activity.</li> <li>• All equipment and tools are in good condition and being used safely.</li> </ul> <p>The Contractor shall submit inspection report with Contractor's Daily Production Report per Section F.</p> <p>The Government reserves the right to inspect and monitor Contractor operations for safety compliance. In general, the Government approach</p>

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		<p>will be to conduct Performance Assessment on the quality and effectiveness of the Contractor's safety program. The Government reserves the right to stop any work activity when it deems danger is imminent. Contractor personnel shall work in a safe manner and comply with all applicable safety regulations. The Contractor shall be subject to safety inspections of its work sites by the Government. Contractor safety records shall be available to the KO upon request.</p> <p>Whenever the KO becomes aware of any safety noncompliance or any condition which poses a serious or imminent danger or hazard to the health or safety of the public or Government Personnel, the KO will notify the Contractor orally, with written confirmation, and request immediate corrective action. This notice, when delivered to the Contractor's representative or SSHO, shall be deemed sufficient notice of noncompliance and that corrective action is required. After receiving this notice, the Contractor shall immediately take corrective action. If the Contractor fails, delays, or refuses to promptly take corrective action, the KO may issue a stop work order for all or part of the services or work until satisfactory corrective action has been taken. Whenever such a stop work order has been issued, the Contractor shall waive all equitable adjustments to the contract related to the stop work ordered issued. The Contractor shall include this requirement in all of its subcontracts and vendor contracts in support of contract safety.</p>
2.9.9	Safety Certification	The Contractor shall submit copies of all the required Federal, State, county, city and industry Safety Certifications for work performed under this contract per Section F. These certifications shall be kept up to date by the Contractor. The Contractor shall submit new versions of certifications as the old certifications expire. No work, that requires a certification, shall start without a valid and approved certification.
2.9.10	Safety Apparel on Jobsites	The Contractor personnel shall wear appropriate high-visibility safety apparel (garment, vest, or harness of retro-reflective and fluorescent material) meeting ANSI/ISEA 107-2010 requirements. Appropriate garment shall be based on the worker hazards and tasks, complexity of the work environment or background, and vehicular traffic and speed. As a minimum, the Contractor personnel shall wear ANSI/ISEA 107-2010 Class II compliant apparel.
2.10	Environmental Management and Sustainability	<p>The Contractor shall perform work under this contract consistent with the following Environmental Management System (EMS) goals and policy.</p> <p>Goals:</p> <ul style="list-style-type: none"> <li>• Reduce purchase and use of toxic and hazardous materials;</li> <li>• Expand purchase of green products and services; increase recycling;</li> <li>• Reduce energy and water use;</li> <li>• Increase use of alternative fuels and renewable energy;</li> <li>• Integrate green building concepts in major renovations and new construction;</li> <li>• Prevent pollution at the source; and</li> <li>• Continual improvement.</li> </ul> <p>Policy:</p> <ul style="list-style-type: none"> <li>• Protect public health and the environment by being an environmentally responsible member of the community;</li> <li>• Preserve our natural, historic and cultural resources;</li> <li>• Conserve natural resources by reducing what we discard, reusing</li> </ul>

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		<p>items, and recycling materials, which includes purchasing products made from recycled materials;</p> <ul style="list-style-type: none"> <li>• 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;</li> <li>• 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;</li> <li>• Maintain a sound partnership with regulatory agencies to sustain our compliance with existing and new environmental laws and regulations;</li> <li>• Enhance our program as we develop and implement an Environmental Management System; and</li> <li>• 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.</li> </ul> <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	<p>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.</p> <p>The Contractor shall attend periodic meetings with the Installation Energy Manager, where energy and water efficiency goals and project status will be discussed to ensure that any Contractor work complements and optimizes efficiency efforts.</p>
2.10.1.1	Water Conservation Plan	The Contractor shall develop, submit and implement a Water Conservation Plan per Section F.
2.10.1.2	Energy Efficient Products	The Contractor shall use life-cycle cost analysis in making decisions about investments in products, services, construction and other projects to lower Federal Government's costs and reduce energy consumption. The Contractor shall elect lifecycle cost effective Energy Star and other energy-efficient products when acquiring energy-using products. For product groups where Energy Star labels are not yet available, select products that are in upper 25 percent of energy efficiency as designated by the Federal Energy Management Program. Use of high energy consuming tools or equipment is subject to approval by the KO prior to use.
2.10.2	Environmental Protection	The Contractor shall comply with all applicable Federal, State, and local laws, regulations, and executive orders, and with base-wide instructions, standards, and permit requirements. All environmental protection matters

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		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	Non-Hazardous Waste Disposal	<p>The Contractor shall dispose all wastes in accordance with all applicable Federal, State, and local laws, regulations, and executive orders, and with base-wide instructions, standards, and permit requirements.</p> <p>All non-hazardous, non-regulated debris and rubbish resulting from the work under this contract shall be disposed of at appropriate waste handling facilities.</p> <p>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.</p>
2.10.2.2	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.
2.10.2.3	Spill Prevention, Containment, and Clean-up	The Contractor shall prevent, contain, clean up, and report all spills on Government property caused by the Contractor, in a manner that complies with applicable Federal, State, and local laws and regulations or otherwise stated herein, and the installation spill control plan as specified in 29 CFR Part 1926 and 29 CFR Part 1910 at no cost to Government.
2.10.2.4	Hazardous Material Management	<p>The Contractor shall support the Consolidated Hazardous Material Reutilization and Inventory Management Program (CHRIMP).</p> <p>The Contractor shall receive approval from the KO prior to bringing hazardous material on Government Property or prior to any other use in conjunction with this contract. For approval to use any hazardous material, allow a minimum of fifteen (15) working days for processing the request. The Contractor shall post Material Safety Data Sheets (MSDS) at the worksite where the products are being used. Should the Government determine that a chemical the Contractor will use needs to be tracked, the Government may direct the Contractor to submit additional information in order to fulfill reporting requirements.</p> <p>The Contractor shall ensure that procedures are in place to deal with hazardous materials, pursuant to the FAR Clause 52.223-3, HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA.</p>
2.10.5.5	Noise Control	The Contractor shall comply with all applicable Federal, State and local laws, ordinances, and regulations relative to noise control.

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<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
2.10.2.6	Asbestos Containing Material (ACM)	Asbestos containing insulation, flooring, and other building materials may be encountered by the Contractor during the performance of work under this contract, and the Contractor shall remain alert to this possibility. If ACM is encountered or suspected in the performance of work, the Contractor shall avoid removing, sanding, abrading, or disturbing the material. The Contractor shall verbally notify the KO within one (1) hour and follow-up with written ACM Notification within twenty-four (24) hours.
2.10.3	Sustainable Procurement and Practices	<p>Within fifteen (15) calendar days after award of the contract, the Contractor shall develop, submit, and implement a Sustainable Procurement and Practices Plan that will identify how the Contractor will comply with all applicable Federal, State and local laws and regulations, including Executive Order 13423, Executive Order 13514, Installation Energy Management Program and Water Conservation Programs and energy reduction requirements. The plan shall specifically address the following components:</p> <ul style="list-style-type: none"> <li>• Recycled Contents Products</li> <li>• Energy/Water efficiency</li> <li>• Energy Efficient Tools and Equipment</li> <li>• Alternate Fuels and Alternate Fuel Vehicles</li> <li>• Biobased Products</li> <li>• Non-Ozone Depleting Products</li> <li>• Environmental Preferred Products and Services</li> <li>• Low/Non-Toxic and Hazardous Materials</li> </ul> <p>The Contractor shall submit an annual Sustainable Delivery of Services Report per Section F.</p>
2.10.3.1	Environmentally Preferable Products	The Contractor shall procure and use products that are energy-efficient (Energy Star or Federal Energy Management Program (FEMP)-designated), water efficient, bio-based, environmentally preferable ( <i>e.g.</i> , Electronic Product Environmental Assessment Tool (EPEAT)-registered), non-ozone depleting, contain recycled content, or are non-toxic or less toxic alternatives, where such products and services meet performance requirements.
2.10.3.2	Use of Biobased Products	The Contractor shall make maximum use of biobased products in accordance with the FAR Clause 52.223-2 -- AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS. Information about these products is available at <a href="http://www.usda.gov/biopreferred">http://www.usda.gov/biopreferred</a> .
2.11	Disaster Preparedness	The Contractor shall comply with the installation's Contingency Instruction and contingency response plan. The Contractor shall support the installation contingency response plan as directed by the KO.
2.11.1	Storm Protection	The Contractor, at no cost to the Government, shall be responsible for the security and safety of the work site, including the Contractor's shop site and/or storage area, when warning of winds of gale force are issued. Gale force winds are defined as having a sustained velocity of 34 knots or better and include winds of tropical storm or typhoon intensity. Satisfactory job site clean-up is the initial, basic day-to-day, minimal preparation the Contractor can make for winds of destructive force. When warnings of gale force winds are issued, the Contractor shall carry out, without delay, all directives concerning securing action to be taken which may be issued to him by the Contracting Officer. This preparation is in accordance with

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Spec Item	Title	Description
		<p>the contract terms and every practicable precaution will be taken to minimize danger to persons, to prevent damage to the work place, materials, supplies, equipment, adjacent structures, and property of the others, and is in the public interest.</p> <p>a) Tropical Storm/Typhoon Conditions are set by Commander, Naval Forces Marianas when winds of 50 knots are expected to occur locally. These tropical storm/typhoon conditions could result from passage of a typhoon near Guam but it is not expected that Guam will receive typhoon force winds.</p> <p>b) Destructive wind conditions are defined as follows:</p> <p>(1) Tropical Storm/Typhoon Condition Four – Tropical Storm/Typhoon with maximum sustained surface winds of 50 knots or greater are possible within 72 hours.</p> <p>(2) Tropical Storm/Typhoon Condition Three – Tropical Storm/Typhoon with maximum sustained surface winds of 50 knots or greater are expected within 48 hours.</p> <p>(3) Tropical Storm/Typhoon Condition Two – Tropical Storm/Typhoon with maximum sustained surface winds of 50 knots or greater are expected within 24 hours.</p> <p>(4) Tropical Storm/Typhoon Condition One – Tropical Storm/Typhoon with maximum sustained surface winds of 50 knots or greater are expected within 12 hours.</p> <p>c. The maximum mandatory action required of the Contractor is noted below:</p> <p>(1) During Tropical Storm/Typhoon Condition Four, the normal condition of readiness of Guam and in Commonwealth of the Northern Marianas Islands, daily job site clean-up and good house-keeping practices are required. The Contractor shall collect and store in piles or containers all scrap, waste materials, and rubbish for regular removal and disposal no less frequently than close of each day's work. The work site, including storage areas, shall be maintained free of debris at all times by the Contractor. When departing the shop site, the Contractor shall secure all loose objects such as spare tires, storage drums, shacks, etc., and be prepared to withstand typhoon-intensity winds. The shop site shall be neat and maintained in order.</p> <p>Planning for all operations shall include the total systems response capabilities available to the Contractor to minimize the consequences of accidents or natural disasters. These normal job site clean-up operations shall be conducted to the satisfaction of the Contracting Officer.</p> <p>(2) When Tropical Storm/Typhoon Condition Three is set, the Contractor shall attain the job site condition required for typhoon condition three prior to close of work that day. In addition, the Contractor shall commence securing all operations, which cannot be completed within 18 hours. If winds of typhoon force are expected, all machinery, tools, materials or equipment, etc., shall be secured and, if necessary,</p>

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<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		<p>removed from job site or placed inside a typhoon shelter. This action shall be taken at the earliest opportunity and accomplished to the satisfaction of the Contracting Officer. If this condition is set during a holiday or weekend, the Contractor shall proceed as above, i.e., the same as if it were a normal workday. If this condition is set at night, the Contractor shall establish its plan of securing operations for the next day to commence at first light if still in Condition Three or greater (Conditions Two or One).</p> <p>(3) When Tropical Storm/Typhoon Condition Two is set, the job sites shall be secured and all personnel shall report to a shelter. The Contractor shall ensure that the job sites are secured to the satisfaction of the Contracting Officer before releasing its work force to report to a shelter.</p> <p>(4) When Tropical Storm/Typhoon Condition One is set, all work shall cease until Tropical Storm/Typhoon Condition Four "All Clear" is set after the passing of destructive winds.</p> <p>(5) When Tropical Storm/Typhoon Condition Four "All Clear" is set after the passing of the destructive winds, the Contractor shall return to the job site to assess damages and immediately restore the job site to the Satisfaction of Officer in Charge or designated representative. The job site restoration/clean up shall be in accordance with the contract terms and every practicable precaution shall be taken to minimize danger to people, to prevent damage to work in place, materials, supplies, equipment, adjacent structures, and property of others; and is in public interest. However, before proceeding with restoration/clean up requiring significant time and cost, a clean-up plan shall be discussed with and submitted to the Contracting Officer or designated representative for approval.</p>
2.12		
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	FFP Work Procedures	
2.14.1	Notification to the Government for Work Above the FFP Limitations	The Contractor is fully responsible for work up to the FFP limits. FFP limits are specified in subsequent annexes or sub-annexes. When work is expected to exceed the FFP 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 portion of the contract detailed below or accomplish the work by means other than this contract.
2.14.2	FFP Exhibit Line Item Numbers (ELINS)	FFP ELINS are provided in J-0200000-06.
2.14.3	Common Output Level Standards (COLS) Options	<p>The Contractor shall provide pricing for multiple COLS where indicated.</p> <p>The Government reserves the right to award options changing the specified COLS as detailed below.</p>
2.14.3.1	Option to Change COLS at Contract Award	The Government intends to procure services at the COLS 3 and COLS 4 as provided in J-1503030-03. Upon initial contract award the Government reserves the right to award options to increase or decrease COLS for the

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<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		base period.
2.14.3.2	Option to Change COLS at Exercise of an Option Period	The Government reserves the right to increase or decrease the COLS for each supported command at the time it exercises its option to extend the contract at the prices indicated in the schedule. The Government will provide seven (7) calendar days preliminary notice of its intent to change the COLS. Notice of intent will be in writing, but may be in the form of an e-mail attachment, facsimile letter, or official mail signed by a Contracting Officer.
2.15	IDIQ Work	IDIQ work is identified in Annex 15. IDIQ work may consist of Unit Priced Task (UPT) Work (non-negotiated) and Unit Priced Labor (UPL) Work (negotiated). The Contractor shall perform all IDIQ task work as ordered by the KO and DoD EMALL requirements. IDIQ work will consist of Unit Priced Tasks and Unit Priced Labor Work which may be ordered by the Government as separate items or in combinations of items from the IDIQ Exhibit Line Items (ELINs) provided in Section J-02000000-06 on an as needed basis.
2.15.1	Unit Priced Task (UPT) Work (Non-Negotiated)	A UPT is defined as an IDIQ 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 FFP 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 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 <a href="http://www.emall.dla.mil">www.emall.dla.mil</a> under NAVFAC contract. The Contractor is required to report all IDIQ 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 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 work that utilizes negotiated labor hours and materials to accomplish a task not required by the fixed-price 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 a FFP task order.
2.15.2.1	IDIQ Preparation of Proposals	In response to the Government's Request for Proposal (RFP), the Contractor shall submit an IDIQ Proposal to the KO within two (2) working days following receipt for each potential task order which includes: <ol style="list-style-type: none"> <li>1) a complete list of all tasks necessary to perform the required scope of work;</li> <li>2) the number of direct labor hours to perform each task; and</li> <li>3) the projected quantity and costs of materials and equipment to perform the required scope of work.</li> </ol>

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<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
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 Exhibit Line Items (ELINs) provided in Section J-0200000-06.
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 FFP portion of the contract.
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. Task order completion times will be specified on each task order.
2.15.3	IDIQ ELINS	IDIQ ELINs are provided in J-0200000-06.

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<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
1	General Information	<p>The Contractor shall provide all labor, management, supervision, tools, material, and equipment required to perform Tire and Wood Material Collection to include vegetative waste, Disposal and Recycling at all Naval Base Guam Activities and tenants, and other U.S. Military Activities or DoD/federal agencies at various activities/locations, Guam, M.I. as described herein.</p> <p>All work herein is subject to the Service Contract Act of 1965, As Amended, incorporated under Section I, Federal Acquisition Regulation (FAR) Clause 52.222-41. Services shall be provided by means of Firm Fixed-Price (FFP) and Indefinite Delivery/Indefinite Quantity (IDIQ) work.</p>
1.1	Concept of Operations	<p>Major operations are tire collection and recycling services, wood products collection to include vegetative waste and disposal services to all Naval Base Guam Activities and tenants, and other U.S. Military Activities or DoD/federal agencies at various activities/locations, Guam, M.I.</p> <p>Installation Support Memorandum of Agreement (MOA) for Joint Region Marianas, Annex W. ICC-Approved Common Output Level Standards, 23 January 2009 is applicable.</p>

<b>1503030 - Tire and Wood Material Collection and Disposal Services</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
2	Management and Administration	
2.1	Definitions and Acronyms	Definitions and Acronyms are listed in Section J, J-1503030-01.
2.2	Personnel	The Contractor shall provide personnel with the qualifications, technical knowledge, experience and skills required for efficient operations within the Tire and Wood Material Collection and Disposal Services.
2.2.1	Certification, Training, and Licensing	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 four (4) hours of request.
2.3	Special Requirements	
2.3.1	Recyclable Accounting	The Contractor shall submit receipts denoting the customer, location of pick up, date, type and quantity of tires recycled. The Contractor shall submit receipts of revenue generated by sale of recyclable materials. Submit all Revenue Receipts per Section F with the Contractor's monthly invoice.
2.3.2	Weight Tickets (Non-Recyclable)	Individual weight tickets denoting the customer, location of pick up, date, type (i.e.: pallets, vegetative waste) and quantity of material, type of truck or container, and tonnage disposed shall be submitted per Section F with the Contractor's monthly invoice. The Contractor shall also provide the total tabulated tonnage disposed during the month.
2.3.3	Permits and Licenses	The Contractor shall without additional expense to the Government, obtain all required permits, licenses, clearances, and authorizations to perform work under this contract and comply with applicable Federal, State and local laws and regulations. In addition, the contractor shall provide evidence of such permits and licenses to the Contracting Officer before work commences and at other times as requested by the Contracting Officer or Government Representative. The Contractor shall submit copies of permits and licenses per Section F.
2.4	References and Technical Documents	References and Technical Documents are listed in Section J, J-1503030-02.

<b>1503030 - Tire and Wood Material Collection and Disposal Services</b>				
<b>Spec Item</b>	<b>Title</b>	<b>Performance Objective</b>	<b>Related Information</b>	<b>Performance Standard</b>
3	FFP Work	The Contractor shall provide tire collection, wood collection, vegetative waste collection and disposal services to ensure tires and wood material are properly collected disposed of properly.	The Contractor shall provide services based on the awarded ELINs listed in Section J.  ELINS in Section J, J-0200000-06 include pre-priced Line Items which can be added or deleted to increase or decrease the level of performance.	Zero occurrences of Violation Classes 1 through 4. See Section J, J-1503030-01.  Pickups are scheduled at the minimum number that will prevent waste container overflow.
3.1	Tire and Wood Material Collection	The Contractor shall provide collection of tires and commercial and industrial wood material, and ensure items are sorted and properly collected.	The Contractor shall develop and submit a schedule that has been optimized for tire and wood collection per Section F.  The Contractor shall submit changes to their collection schedule in writing to the KO or GDA for approval.  If the scheduled collection day falls on an observed holiday, pickup shall be on the following work day.  The Contractor shall collect and dispose of any spillage.  Descriptions and locations of waste containers are shown on Site Maps and Locations and Collection Points as provided in Section J, J-1503030-04 & J-1503030-06.  Informational Note: The Government has found on previous contracts that tire and wood products collection at the frequencies listed in the Location and Frequency Historical Data as provided in Section J, J-1503030-05 has maintained services at an acceptable level.	Tires and commercial and industrial wood products and Vegetative Waste are collected per the Contractor's schedule.  Tire and Wood Material Collection areas are free of waste following collection operations 100% of the time.
3.1.1	Tire Collection Services	The Contractor shall provide tire collection capability so that tires shall be recycled in accordance with all local, State and	The Contractor shall comply with all local, State and Federal laws and regulations.  The Contractor shall accept used tires from Government-	Zero occurrences of Violation Classes 1 through 4. See Section J, J-1503030-01.

<b>1503030 - Tire and Wood Material Collection and Disposal Services</b>				
<b>Spec Item</b>	<b>Title</b>	<b>Performance Objective</b>	<b>Related Information</b>	<b>Performance Standard</b>
		Federal laws and regulations.	<p>approved activities.</p> <p>The Contractor shall coordinate transportation of tires to an approved off base facility for proper disposal.</p> <p>The Contractor shall submit a monthly tire collection log per Section F.</p>	
3.1.1.1	Residential	There is no requirement for this service in the residential areas.	There is no requirement for this service in the residential areas.	
3.1.1.2	Non-Residential	The Contractor shall remove tires from waste collection areas.	Tires in a waste deposit area shall be picked up during the scheduled collection day.	<p>Tires are removed from waste collection areas per the Contractor's schedule.</p> <p>Waste collection areas are free of tires following collection operations 100% of the time.</p>
3.1.2	Wood products and Vegetative Waste Collection Services	<p>The Contractor shall provide wood products and vegetative waste collection capability so that wood products and vegetative waste shall be disposed by means of Air Curtain Burner in accordance with all local, State and Federal laws and regulations.</p> <p>Disposal of wood and green waste shall be accomplished by means of an approved USEPA air curtain burner and in accordance with applicable local, State and Federal regulations. Use of such method shall ensure complete destruction of pests such as the coconut rhinoceros beetle and</p>	<p>The Contractor shall comply with all local, State and Federal laws and regulations.</p> <p>The Contractor shall accept wood products and vegetative waste from Government-approved activities.</p> <p>The Contractor shall coordinate transportation of wood products and vegetative waste to an approved off base facility for proper disposal.</p> <p>The Contractor shall submit a monthly collection log per Section F.</p>	Zero occurrences of Violation Classes 1 through 4. See Section J, J-1503030-01.

<b>1503030 - Tire and Wood Material Collection and Disposal Services</b>				
<b>Spec Item</b>	<b>Title</b>	<b>Performance Objective</b>	<b>Related Information</b>	<b>Performance Standard</b>
		to prevent such pests from migration and reproduction. Only approved USEPA air curtain burners shall be utilized to meet emissions control and to reduce particulate matter and other applicable air quality requirements. Only clean or non-chemically treated wood shall be processed by the air curtain burner.		
3.1.2.1	Residential	The Contractor shall remove wood products and Vegetative Waste from waste collection areas.	Wood products and Vegetative Waste in a waste deposit area shall be picked up during the scheduled collection day.	Wood products and Vegetative Waste are removed from waste collection areas per the Contractor's schedule.  Waste collection areas are free of wood products and Vegetative Waste following collection operations 100% of the time.
3.1.2.2	Non-Residential	The Contractor shall remove wood products and Vegetative Waste from waste collection areas.	Wood products and Vegetative Waste in a waste deposit area shall be picked up during the scheduled collection day.	Wood products and Vegetative Waste are removed from waste collection areas per the Contractor's schedule.  Waste collection areas are free of wood products and Vegetative Waste following collection operations 100% of the time.
3.2	Tire and Wood Material Disposal	The Contractor shall recycle tires and dispose of commercial and industrial wood products waste by air curtain burning to ensure compliance with all applicable local, State and Federal laws and regulations.	All fees associated with disposal shall be paid by the Contractor.  The Contractor shall coordinate transportation of tires, wood products and vegetative waste to an approved off base facility for proper disposal.  Treatment of wood and green	Tire recycling and wood products waste disposal complies with all applicable local, State and Federal laws and regulations.

<b>1503030 - Tire and Wood Material Collection and Disposal Services</b>				
<b>Spec Item</b>	<b>Title</b>	<b>Performance Objective</b>	<b>Related Information</b>	<b>Performance Standard</b>
			<p>waste onsite is not permitted.</p> <p>The Contractor shall collect and dispose of any spillage.</p> <p>The Contractor shall submit a monthly disposal log per Section F. Type of waste, including but not limited to: tires, wood, and vegetative waste.</p>	
3.2.1	Tire Disposal			
3.2.1.1	Recyclable	The Contractor shall recycle tires to ensure compliance with all applicable local, State and Federal laws and regulations.	<p>The Contractor shall process listed recyclables as per Common Output Level Standards specified in Section J, J-1503030-03.</p> <p>The Contractor shall deliver tires to a permitted recycle facility off base.</p> <p>The Contractor shall submit a monthly disposal log per Section F.</p>	Recyclable Waste is recycled in accordance with all applicable local, State and Federal laws and regulations 100% of the time.
3.2.2	Wood products and Vegetative Waste Disposal	The contractor shall dispose of all wood and vegetative waste by use of an air curtain burner.		
3.2.2.1	Non-Recyclable	The Contractor shall dispose of wood products waste by air curtain burner to ensure compliance with all applicable local, State and Federal laws and regulations.	The Contractor shall submit a monthly disposal log per Section F.	Air curtain disposal for wood and vegetative waste complies with all applicable local, State and Federal laws and regulations 100% of the time.
3.2.3	Solid Waste Containers	The Contractor shall provide containers suitable for the collection and recycling of tires and for the disposal of wood products and vegetative waste.	<p>The Contractor shall submit recommended changes to the size and location of solid waste containers in writing to the KO for approval.</p> <p>The Contractor's name, phone number and type of waste being disposed of (i.e: tires, wood, vegetative waste) shall be prominently displayed on each container.</p>	All containers are of standard commercial-industrial grade and are clean, have minimal foul odors, and maintained in normal working condition 100% of the time.

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<b>Spec Item</b>	<b>Title</b>	<b>Performance Objective</b>	<b>Related Information</b>	<b>Performance Standard</b>
			<p>All doors, lids, hinges, rollers, breaking devices and other moving parts shall be maintained to keep containers in normal working condition. Bent, damaged, leaking, rusting and unsightly containers shall be repaired or replaced in a timely manner.</p> <p>The Contractor shall clean containers on designated Government property located at the Naval Base Guam Landfill.</p> <p>Containers shall be placed in waste collection areas as shown on the Site Maps and Locations and Collection Points provided in Section J, J-1503030-04 &amp; J-1503030-06.</p>	

<b>1503030 - Tire and Wood Material Collection and Disposal Services</b>				
<b>Spec Item</b>	<b>Title</b>	<b>Performance Objective</b>	<b>Related Information</b>	<b>Performance Standard</b>
4	IDIQ Work	IDIQ work may be ordered utilizing DoD EMALL or on a task order in accordance with the PROCEDURES FOR ISSUING ORDERS clause. The order will specify the exact locations and types of work to be accomplished. The period of performance will be specified in each order.	Refer to IDIQ ELINs for task listings, descriptions, and related requirements. All periods of performance are measured from issue date of order to acceptance of the work. Performance standards for IDIQ work will be the same as those in Annex 15, Spec Item 3, FFP work, where applicable.	
4.1	Tire Collection Services	Same as Annex 15, Spec Item 3.1.1, FFP work.		
4.2	Wood products and Vegetative Waste Collection Services	Same as Annex 15, Spec Item 3.1.2, FFP work.		
4.3	Tire Recycling And Wood products and Vegetative Waste Disposal	Same as Annex 15, Spec Item 3.2, FFP work.		
4.3.1	Tire Recycling	Same Annex 15, Spec Item 3.2.1, FFP work.		
4.3.2	Wood products and Vegetative Waste Disposal	Same as Annex 15, Spec Item 3.2.2, FFP work.		

Section E - Inspection and Acceptance

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	CLIN 9000 Exhibit(s)	1	
Exhibit B	CLIN 9001 Exhibit(s)	1	
Exhibit C	CLIN 9002 Exhibit(s)	1	
Exhibit D	CLIN 9003 Exhibit(s)	1	
Exhibit E	CLIN 9004 Exhibit(s)	1	

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government
0008	N/A	N/A	N/A	Government
0009	N/A	N/A	N/A	Government
0010	N/A	N/A	N/A	Government
9000	N/A	N/A	N/A	Government
9001	N/A	N/A	N/A	Government
9002	N/A	N/A	N/A	Government
9003	N/A	N/A	N/A	Government
9004	N/A	N/A	N/A	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
252.246-7000	Material Inspection And Receiving Report	MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

5252.223-9300, INSPECTION BY REGULATORY AGENCIES (JUN 1994)

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

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

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

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

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

(a) PROCEDURES. In the case of unsatisfactory or non-performed work, the Government:

(1) may give the Contractor written notice of observed deficiencies prior to withholding payment for unsatisfactory or non-performed work and/or assessing liquidated damages. Such written notice shall not be a prerequisite for withholding payment for non-performed work. The Government may specify, as provided for below, that liquidated damages can be assessed against the Contractor. Such liquidated damages are to compensate the Government for administrative costs and other expenses resulting from the unsatisfactory or non-performed work.

(2) may, at its option, allow the Contractor an opportunity to re-perform the unsatisfactory or non-performed work, at no additional cost to the Government. In the case of daily work, corrective action must be completed within 24 hours of notice to the Contractor. In the case of other work, corrective action must be completed within 36 hours of notice. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 10 percent of the value of all observed defects. The original inspection results of the Contractor's work will not be modified upon re-inspection. However, the Contractor will be paid for satisfactorily re-performed work.

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

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

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

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

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

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

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

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

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

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

5252.246-9304, ESTIMATING THE PRICE OF NONPERFORMED OR UNSATISFACTORY WORK (OCT 2004)

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

(End of clause)

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-AUG-2015 TO 31-JUL-2016	N/A	COMMANDING OFFICER - NAVFAC MARIANAS PSC 455, BOX 195 FPO AP GU 96540-2937 FOB: Destination	N40192
0002	POP 01-AUG-2015 TO 31-JUL-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40192
0003	POP 01-AUG-2016 TO 31-JUL-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40192
0004	POP 01-AUG-2016 TO 31-JUL-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40192
0005	POP 01-AUG-2017 TO 31-JUL-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40192
0006	POP 01-AUG-2017 TO 31-JUL-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40192
0007	POP 01-AUG-2018 TO 31-JUL-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40192
0008	POP 01-AUG-2018 TO 31-JUL-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40192
0009	POP 01-AUG-2019 TO 31-JUL-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40192
0010	POP 01-AUG-2019 TO 31-JUL-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40192
9000	N/A	N/A	N/A	N/A
9001	N/A	N/A	N/A	N/A
9002	N/A	N/A	N/A	N/A
9003	N/A	N/A	N/A	N/A
9004	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Stop-Work Order

AUG 1989

CLAUSES INCORPORATED BY FULL TEXT

52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

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

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

(End of clause)

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

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

CONTRACT DATA REQUIREMENTS LIS

See Attachment J-0200000-08, Deliverables

TABLE OF CONTENTS

Delivery Information		
Clauses Incorporated by Reference		
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
Clauses Incorporated by Full Text		
5252.242-9305	Pre-Performance Conference	JUL 1995
Contract Data Requirements Lists		

N40192-15-R-9018  
ATTACHMENT J-0200000-08

<b>0200000 DELIVERABLES</b>						
<b>Annex/ Spec Item</b>	<b>Form Attachment Number</b>	<b>Deliverable Title</b>	<b>Date (s) of Submission</b>	<b>Distribution</b>		<b>Frequency</b>
				<b>Original / Copies</b>	<b>Number of Copies (including original)</b>	
0200000 / 2.2.1.2	N/A	Restriction to Contractor Working Hours (Request to work outside Government's regular working hours and Saturday)	At least seven (7) days prior to requested day	NFM Acquisitions Department	1	As Requested
0200000 / 2.3.4	N/A	Permits and Licenses	Fifteen (15) calendar days prior to start of work and as requested by the KO	NFM Acquisitions Department / N/A	1	Before work commences and at other times as requested by the Contracting Officer or Government Representative
0200000 / 2.3.4	N/A	Disposal Permits and Licenses	Within fifteen (15) calendar days after contract award	NFM Acquisitions Department / N/A	1	As Specified
0200000 / 2.3.5	N/A	Insurance	Within fifteen (15) calendar days after contract award	NFM Acquisitions Department / NFM FMFS Technical Branch	2	As required and as specified in Annex 2, Section 2.3.4
0200000 / 2.6.3	N/A	Work Schedule	Within fifteen (15) calendar days after contract award	NFM Acquisitions Department / N/A	1	One month prior to the beginning of the period covered by the schedule
0200000 / 2.6.4	J-1503030-06	Deliverables (Contractor Production Report)	No later than 0800 a.m. each day	FMFS Technical Branch / N/A	1	Daily
0200000 / 2.6.7.1	N/A	Quality Management (QM) Plan	Within fifteen (15) calendar days after contract award	NFM Acquisitions Department / N/A	1	As Required

N40192-15-R-9018  
ATTACHMENT J-0200000-08

<b>0200000 DELIVERABLES</b>						
<b>Annex/ Spec Item</b>	<b>Form Attachment Number</b>	<b>Deliverable Title</b>	<b>Date (s) of Submission</b>	<b>Distribution</b>		<b>Frequency</b>
				<b>Original / Copies</b>	<b>Number of Copies (including original)</b>	
0200000 / 2.6.7.3	N/A	Quality Inspection and Surveillance Report	No later than 0800 a.m. each day	FMFS Technical Branch / N/A	1	Daily
0200000 / 2.7.1	N/A	Key Personnel	Within fifteen (15) calendar days after contract award	NFM Acquisitions Department / N/A	1	As Required
0200000 / 2.7.3	N/A	Enterprise-wide Contractor Manpower Reporting Application (eCMRA)	No later than October 31 of each Calendar Year	NFM Acquisitions Department / N/A	1	Once a Year
0200000 / 2.8.1	N/A	Employee Listing	As Requested	NFM Acquisitions Department / NBG Security	2	As Requested
0200000 / 2.9.1	N/A	Accident Prevention Plan (APP)	Within fifteen (15) calendar days after contract award	NFM Acquisitions Department / N/A	1	As Required
0200000 / 2.9.2	J-1503030- 06	Activity Hazard Analysis (AHA)	Within fifteen (15) calendar days after contract award	NFM Acquisitions Department / N/A	1	As Required
0200000 / 2.9.4	J-1503030- 06	Accident and Damage Reporting	As soon as practical, but not later than four (4) hours	NFM Acquisitions Department / Safety office	2	As Required
0200000 / 2.9.6	N/A	Monthly On-Site Labor Report	With the Contractor's monthly invoice	NFM Acquisitions Department / Safety office	2	Once a Month

N40192-15-R-9018  
ATTACHMENT J-0200000-08

<b>0200000 DELIVERABLES</b>						
<b>Annex/ Spec Item</b>	<b>Form Attachment Number</b>	<b>Deliverable Title</b>	<b>Date (s) of Submission</b>	<b>Distribution</b>		<b>Frequency</b>
				<b>Original / Copies</b>	<b>Number of Copies (including original)</b>	
0200000 / 2.9.8	N/A	Safety Inspections and Monitoring	Daily no later than 0800 a.m. with Contractor's Daily Production Report	FMFS Technical Branch / N/A	1	Daily
0200000 / 2.9.9	N/A	Safety Certifications	Within Fifteen (15) calendar days prior to expiration of certification	NFM Acquisitions Department / NFM Safety Office	2	Prior to expiration of certification
0200000 / 2.10.1.1	N/A	Water Conservation Plan	Within fifteen (15) calendar days after contract award	FMFS Technical Branch / N/A	1	As Required
0200000 / 2.10.2.4	N/A	Hazardous Material Management	A minimum of fifteen (15) working days for processing the request	FMFS Technical Branch / N/A	1	As Required
2.10.2.6	N/A	Asbestos Containing Material (ACM)	Verbally notify the KO within one (1) hour, written ACM Notification within twenty-four (24) hours	NFM Acquisitions Department / N/A	1	As Required
2.10.3	N/A	Sustainable Procurement and Practices	Within fifteen (15) calendar days after contract award	FMFS Technical Branch / N/A	1	As Required

<b>0200000 Deliverables</b>
Deliverable Title: Restriction to Contractor Working Hours (Request to Work Outside Government's Regular Working Hours)
Form Attachment No.: N/A
Government Approval Required: <input checked="" type="checkbox"/> Yes    ___ No
Media:    ___ Hard Copy <input checked="" type="checkbox"/> Electronic    ___ Direct System Input
Instructions:  The request shall be prepared using Microsoft Office Word® software. Submit a copy via email to recipients on the distribution list for Government review and comment Seven (7) days prior to start of work. <ol style="list-style-type: none"><li>1. If the KO accepts the request, the Government shall notify the Contractor of Government acceptance.</li><li>2. If the KO responds to the request with review comments, then incorporate the Government's comments and resubmit the request via email to recipients on the distribution list. Continue this cycle until the Government notifies the Contractor of Government acceptance.</li></ol>

<b>0200000 Deliverables</b>	
Deliverable Title: Permits and Licenses	
Form Attachment No.: N/A	
Government Approval Required: <input checked="" type="checkbox"/> Yes    ___ No	
Media:    ___ Hard Copy <input checked="" type="checkbox"/> Electronic    ___ Direct System Input	
Instructions: <p style="padding-left: 40px;">Submit a copy via email to recipients on the distribution list for Government acceptance.</p> <ol style="list-style-type: none"><li>1. The Contractor shall obtain all required permits, licenses, clearances, and authorizations to perform work under this contract and comply with applicable Federal, State and local activity laws.</li><li>2. The contractor shall provide evidence of such permits and licenses to the Contracting Officer before work commences and at other times as requested by the Contracting Officer or Government Representative.</li></ol>	

<b>0200000 Deliverables</b>
Deliverable Title: Disposal Permits and Licenses
Form Attachment No.: N/A
Government Approval Required: <input checked="" type="checkbox"/> Yes    ___ No
Media:    ___ Hard Copy <input checked="" type="checkbox"/> Electronic    ___ Direct System Input
Instructions: <p>Submit a copy via email to recipients on the distribution list for Government acceptance.</p> <ol style="list-style-type: none"><li>1. The Contractor shall submit copies of disposal permits or other written documentation of approval and suitability of landfill or other final disposal methods.</li><li>2. The Contractor shall obtain all required permits, licenses, and authorizations to perform work under this contract and comply with all the applicable Federal and local laws and regulations.</li><li>3. The Contractor shall submit copies of permits and licenses.</li></ol>

<b>0200000 Deliverables</b>	
Deliverable Title: Insurance	
Form Attachment No.: N/A	
Government Approval Required: <input checked="" type="checkbox"/> Yes            ___ No	
Media:    ___ Hard Copy <input checked="" type="checkbox"/> Electronic    ___ Direct System Input	
Instructions: <p>Submit a copy via email to recipients on the distribution list for Government acceptance.</p> <ol style="list-style-type: none"><li>1. The Contractor shall submit a Certificate of Insurance as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified in 0200000 Spec Item 2.3.5.2 Minimum Insurance Amounts:<ul style="list-style-type: none"><li>• Comprehensive General Liability: \$500,000 per occurrence</li><li>• Automobile Liability: \$200,000 per person, \$500,000 per occurrence, \$20,000 per occurrence for property damage</li><li>• Workmen's Compensation: As required by Federal and state worker's compensation and occupational disease statutes</li><li>• Employer's Liability coverage: \$100,000, except in states where worker's compensation may not be written by private carriers</li><li>• Other as required by state or local law</li></ul></li><li>2. This insurance must be maintained during the performance period.</li></ol>	

<b>0200000 Deliverables</b>	
Deliverable Title: Work Schedule	
Form Attachment No.: N/A	
Government Approval Required: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
Instructions: <p>The schedule shall be prepared using Microsoft Office Excel® software.</p> <p>Submit a copy via email to recipients on the distribution list for Government review and comment.</p> <ol style="list-style-type: none"><li>1. The Contractor's work shall not interfere with normal Government business and mission. In those cases where some interference is unavoidable, the Contractor shall minimize the impact and effects of the interference.</li><li>2. The Contractor shall prepare and maintain employee schedules for all Contractor employees to ensure that facility's internal security is maintained.</li><li>3. Changes to employee schedules shall be provided to the Contracting Officer or designated representative as they occur. The Contractor shall notify the KO of any difficulty in scheduling work due to Government controls.</li><li>4. The schedule shall reflect services to be performed, the day and time areas will be serviced, building numbers, and shall be separated by customers.</li><li>5. If the KO accepts the schedule, the Government shall notify the Contractor of Government acceptance.</li><li>6. If the KO responds to the schedule with review comments, then incorporate the Government's comments and resubmit the schedule via email to recipients on the distribution list. Continue this cycle until the Government notifies the Contractor of Government acceptance.</li></ol>	

<b>0200000 Deliverables</b>
Deliverable Title: Contractor Production Report
Form Attachment No.: J-1503030-06 (Contractor Production Report)
Government Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input
Instructions:  Submit a copy via email to recipients on the distribution list for Government review and record daily no later than 0800 a.m. the following workday.

<b>0200000 Deliverables</b>	
Deliverable Title: Quality Management (QM) Plan	
Form Attachment No.: N/A	
Government Approval Required: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
Instructions: <p>The plan shall be prepared using Microsoft Office Word® software.</p> <p>Submit a copy via email to recipients on the distribution list for Government review and comment.</p> <ol style="list-style-type: none"><li>1. The Quality Management (QM) Plan shall describe the QMS methodology and approaches used under this contract.</li><li>2. Within seven (7) calendar days of any change during period of performance, submit to the KO a revised QC Plan for acceptance.</li><li>3. If the KO accepts the Quality Management Plan, the Government shall notify the Contractor of Government acceptance.</li><li>4. If the KO responds to the Quality Management Plan with review comments, then incorporate the Government's comments and resubmit the Plan via email to recipients on the distribution list. Continue this cycle until the Government notifies the Contractor of Government acceptance.</li></ol>	

<b>0200000 Deliverables</b>
Deliverable Title: Quality Inspection and Surveillance Report
Form Attachment No.: N/A
Government Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input
Instructions:  The report shall be prepared using Microsoft Office Word® and/or Microsoft Office Excel® software.  Submit a copy via email to recipients on the distribution list for Government review and record daily no later than 0800 a.m.  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 day.

<b>0200000 Deliverables</b>	
Deliverable Title: Key Personnel	
Form Attachment No.: N/A	
Government Approval Required: <input checked="" type="checkbox"/> Yes    ___ No	
Media:    ___ Hard Copy <input checked="" type="checkbox"/> Electronic    ___ Direct System Input	
Instructions: <p>The list of Key Personnel and their qualifications shall be prepared using Microsoft Office Word® software.</p> <p>Submit a copy via email to recipients on the distribution list for Government review and comment.</p> <ol style="list-style-type: none"><li>1. The Contractor shall submit to the Contracting Officer a List of Key Personnel and their qualifications and any additional information requested by the Contracting Officer to certify their qualifications.</li><li>2. The Contractor shall submit to the Contracting Officer an Organizational Chart 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.</li><li>3. The key personnel shall be revised as applicable for the contract.</li><li>4. If the KO accepts the Key Personnel, the Government shall notify the Contractor of Government acceptance.</li><li>5. If the KO responds to the list of Key Personnel and their qualifications with review comments, then incorporate the Government's comments and resubmit via email to recipients on the distribution list. Continue this cycle until the Government notifies the Contractor of Government acceptance.</li></ol>	

<b>0200000 Deliverables</b>	
Deliverable Title: Enterprise-wide Contractor Manpower Reporting Application (eCMRA)	
Form Attachment No.: N/A	
Government Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input type="checkbox"/> Electronic <input checked="" type="checkbox"/> Direct System Input	
Instructions:  The contractor is required to completely fill in all required data fields using the following web address: <a href="https://doncmra.nmci.navy.mil">https://doncmra.nmci.navy.mil</a> .  Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year.	

<b>0200000 Deliverables</b>	
Deliverable Title: Employee Listing	
Form Attachment No.: N/A	
Government Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
Instructions: <p>The Employee Listing shall be prepared using Microsoft Office Word® software.</p> <p>Submit a copy via email to recipients on the distribution list for Government review and record.</p> <ol style="list-style-type: none"><li>1. The Contractor shall maintain a current Employee Listing.</li><li>2. The list shall include employee's name, social security number, and level of security clearance.</li></ol>	

<b>0200000 Deliverables</b>	
Deliverable Title: Accident Prevention Plan (APP)	
Form Attachment No.: N/A	
Government Approval Required: <input checked="" type="checkbox"/> Yes    ___ No	
Media:    ___ Hard Copy <input checked="" type="checkbox"/> Electronic    ___ Direct System Input	
Instructions: <p>The Plan shall be prepared using Microsoft Office Word® software.</p> <p>Submit a copy via email to recipients on the distribution list for Government review and acceptance.</p> <ol style="list-style-type: none"><li>1. The APP shall be prepared by the Contractor's SSHO and shall be followed by all Contractor employees, subcontractors, suppliers, and vendors at each service site.</li><li>2. The APP shall follow the format and include all elements addressed in Appendix A of the EM 385-1-1. The APP shall incorporate Activity Hazard Analysis (AHAs) and Occupational Risk and Compliance Plans and Programs that are relevant to the site specific hazards and controls for each activity and type of work that may be encountered in the performance of this contract.</li><li>3. The Contractor shall review, update, and submit revisions to the APP whenever a change in work conditions, hazards, or activities occur.</li><li>4. Submittal of the APP shall include Activity Hazard Analysis (AHAs)</li><li>5. If the KO accepts the Accident Prevention Plan, the Government shall notify the Contractor of Government acceptance.</li><li>6. If the KO responds to the Accident Prevention Plan with review comments, then incorporate the Government's comments and resubmit the Plan via email to recipients on the distribution list. Continue this cycle until the Government notifies the Contractor of Government acceptance.</li></ol>	

<b>0200000 Deliverables</b>	
Deliverable Title: Activity Hazard Analysis (AHAs)	
Form Attachment No.: J-1503030-06 (Activity Hazard Analysis)	
Government Approval Required: <input checked="" type="checkbox"/> Yes    ___ No	
Media:    ___ Hard Copy <input checked="" type="checkbox"/> Electronic    ___ Direct System Input	
Instructions: <p>The Plan shall be prepared using Microsoft Office Excel® software.</p> <p>Submit a copy via email to recipients on the distribution list for Government review and acceptance.</p> <ol style="list-style-type: none"><li>1. The Contractor shall prepare Activity Hazard Analysis (AHAs) for all applicable common recurring work activities performed under this contract. AHAs for recurring work shall be submitted with the APP and shall be updated as work activities or conditions change and additional AHAs prepared as new work activities are required. AHAs for non-recurring and one-time (e.g., IDIQ task orders) work occurrences shall be submitted at least two working days prior to start of work</li><li>2. AHAs shall follow format of Figure 1-2 of the EM 385-1-1 and shall explain the following as detailed in the EM 385-1-1.</li><li>3. If changes to the AHAs are required, such changes shall be submitted to the KO for review and acceptance.</li><li>4. If the KO accepts the Activity Hazard Analysis, the Government shall notify the Contractor of Government acceptance.</li><li>5. If the KO responds to the Activity Hazard Analysis with review comments, then incorporate the Government's comments and resubmit the Activity Hazard Analysis via email to recipients on the distribution list. Continue this cycle until the Government notifies the Contractor of Government acceptance.</li></ol>	

<b>0200000 Deliverables</b>	
Deliverable Title: Accident and Damage Reporting	
Form Attachment No.: J-1503030-06 (Contractor Incident Report System)	
Government Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
Instructions: <p>Submit a copy via email to recipients on the distribution list for Government review and record.</p> <ol style="list-style-type: none"><li>1. The Contractor shall notify the KO of all damages, accidents, mishaps, and near misses that occur on or related to Government property as soon as practical, but not later than four (4) hours.</li><li>2. For recordable injuries and illnesses, property damage accidents resulting in at least \$2,000 in damages, and Weight Handling Equipment (WHE) accidents, the Prime Contractor shall conduct an accident investigation to establish the root cause(s) of the accident. Complete the Navy Contractor Significant Incident Report (CSIR) form and provide the report to the KO within one (1) calendar day of the accident.</li></ol>	

<b>0200000 Deliverables</b>
Deliverable Title: Monthly On-Site Labor Report
Form Attachment No.: N/A
Government Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input
Instructions: <p style="text-align: center;">Submit a copy via email to recipients on the distribution list for Government review and record.</p>

<b>0200000 Deliverables</b>	
Deliverable Title: Safety Inspections and Monitoring	
Form Attachment No.: J-1503030-06 (Contractor Production Report)	
Government Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
Instructions:  Submit a copy via email to recipients on the distribution list for Government review and record daily no later than 0800 a.m.	

<b>0200000 Deliverables</b>
Deliverable Title: Safety Certifications
Form Attachment No.: N/A
Government Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input
Instructions: <p style="text-align: center;">Submit a copy via email to recipients on the distribution list for Government review and record.</p>

<b>0200000 Deliverables</b>	
Deliverable Title: Water Conservation Plan	
Form Attachment No.: N/A	
Government Approval Required: <input checked="" type="checkbox"/> Yes    ___ No	
Media:    ___ Hard Copy <input checked="" type="checkbox"/> Electronic    ___ Direct System Input	
Instructions:  The plan shall be prepared using Microsoft Office Word® software.  Submit a copy via email to recipients on the distribution list for Government review and comment.  The Plan will identify how the Contractor will comply with the Installation Water Conservation Program.	

<b>0200000 Deliverables</b>
Deliverable Title: Hazardous Material Management
Form Attachment No.: N/A
Government Approval Required: <input checked="" type="checkbox"/> Yes    ___ No
Media:    ___ Hard Copy <input checked="" type="checkbox"/> Electronic    ___ Direct System Input
Instructions:  The plan shall be prepared using Microsoft Office Word® software.  Submit a copy via email to recipients on the distribution list for Government review and comment.  The Contractor shall ensure that procedures are in place to deal with hazardous materials, pursuant to the FAR Clause 52.223-3, HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA.

<b>0200000 Deliverables</b>
Deliverable Title: Asbestos Containing Material (ACM)
Form Attachment No.: N/A
Government Approval Required: <input checked="" type="checkbox"/> Yes    ___ No
Media:    ___ Hard Copy <input checked="" type="checkbox"/> Electronic    ___ Direct System Input
<p>Instructions:</p> <p>    The report shall be prepared using Microsoft Office Word® software.</p> <p>    Submit a copy via email to recipients on the distribution list for Government review and record.</p>

<b>0200000 Deliverables</b>	
Deliverable Title: Sustainable Procurement and Practices	
Form Attachment No.: N/A	
Government Approval Required: <input checked="" type="checkbox"/> Yes    ___ No	
Media:    ___ Hard Copy <input checked="" type="checkbox"/> Electronic    ___ Direct System Input	
Instructions:  The plan shall be prepared using Microsoft Office Word® software.  Submit a copy via email to recipients on the distribution list for Government review and comment.  The Plan will identify how the Contractor will comply with all applicable Federal, State and local laws and regulations, including Executive Order 13423, Installation Water Conservation Programs and energy reduction requirements. The plan shall specifically address the following components:  1. Recycled contents products 2. Energy/Water efficiency 3. Alternate Fuels and Alternate Fuel Vehicles 4. Bio-Based Products 5. Non-Ozone Depleting Products 6. Environmental Preferred Products and Services 7. Low/Non-Toxic and Hazardous Materials	

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52.236-13 Accident Prevention

252.204-0006 Contract wide: sequential ACRN order

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252.232-7006 Wide Area Workflow Payment Instructions

252.236-7000 Modification Proposals – Price Breakdown

5252.201-9300, Contracting Officer Authority

5252.216-9300 Appointment of Ordering Officer(s)

5252.216-9306 Procedures for Issuing Orders

5252.242-9300 Government Representative

(a) The Procuring Officer for this acquisition is:

Commanding Officer

Naval Facilities Engineering Command – Marianas

Facilities Support Contracts Division

PSC 455, Box 195

FPO AP 96540-2937

(b) The Contract Administration Office for this acquisition is:

Commanding Officer

Naval Facilities Engineering Command – Marianas

Facilities Support Contracts Division

PSC 455, Box 195

FPO AP 96540-2937

(c) Invoices will be submitted to:

Commanding Officer

Naval Facilities Engineering Command – Marianas

Facilities Support Contracts Division

PSC 455, Box 195

FPO AP 96540-2937

(End of Clause)

## CLAUSES INCORPORATED BY REFERENCE

52.236-13	Accident Prevention	NOV 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-0006	Line Item Specific: Proration	SEP 2009
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
5252.242-9300	Government Representatives	MAY 2005

## CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

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

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

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

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

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

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

Navy Construction/Facilities Management Invoice

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

N40192 FSC

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

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N68732
Issue By DoDAAC	N40192
Admin DoDAAC	N40192
N40192	

Inspect By DoDAAC	N40192 FSC
Ship To Code	N40192 FSC
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N40192 FSC
Accept at Other DoDAAC	N/A
LPO DoDAAC	N40192 FSC
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

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

Contract Specialist: [stephanie.aguon@fe.navy.mil](mailto:stephanie.aguon@fe.navy.mil)

Contracting Officer: [eleanor.mantanona@fe.navy.mil](mailto:eleanor.mantanona@fe.navy.mil)

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

Christopher R. P. Santos at [christopher.santos@fe.navy.mil](mailto:christopher.santos@fe.navy.mil) or (671)-349-2252

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

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

5252.201-9300, CONTRACTING OFFICER AUTHORITY (JUN 1994)

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

## CLAUSES INCORPORATED BY FULL TEXT

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

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

## CLAUSES INCORPORATED BY FULL TEXT

## 5252.216-9306 PROCEDURES FOR ISSUING ORDERS (MAR 2002)

(a) Services to be furnished under this contract shall be furnished at such times as ordered by the issuance of task orders on DD Form 1155 by the Ordering Officer designated by the Contracting Officer. All orders issued hereunder are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any order. A task order will be considered "issued" for the purpose of this contract at the time the Government deposits the order in the mail or, if transmitted by other means, when physically delivered to the Contractor.

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

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

## CLAUSES INCORPORATED BY FULL TEXT

## 5252.232-9301 INVOICING PROCEDURES ELECTRONIC (NAVFAC November 2009)

(a) In accordance with DFARS Clause 252.232-7003 titled "Electronic Submission of Payment Requests", this contract/order requires use of the DoD Wide Area Workflow (WAWF) system for the submission of invoices. This web-based system, located at <https://wawf.eb.mil>, provides the technology for Government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices will no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business Point of Contact (EBPOC), and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also

are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

(c) Within ten (10) days after award, the designated CCR EBPOC is responsible for activating the company's CAGE code in WAWF by calling 1-866-618-5988 for the DISA WAWF Helpdesk or email [cscassig@csd.disa.mil](mailto:cscassig@csd.disa.mil). Once the company's CAGE code is activated, the CCR EBPOC must self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document type, DODAAC codes with corresponding extensions, and inspection and acceptance locations when submitting invoices in WAWF:

Initial Document Creation requires the following:

Contract Number	Fill In
Delivery Order Number	Fill In
Cage Code/Ext	Fill In
Pay DoDAAC	N68732
Document Type	'Navy Construction / Facilities Management Invoice' Contact your WAWF Group Administrator for assistance required.

On the WAWF "Header Tab" the following is required:

Issue Date	Fill In
Issue By DoDAAC	N40192
Admin By DoDAAC	N40192
Inspect By DoDAAC/Ext	N40192/FSC
Ship To Code/Ext or Service Acceptor or Accept By	N40192/FSC
DoDAAC/Ext	
Ship From Code/Ext	"LEAVE BLANK"
LPO DoDAAC/Ext	N40192/FSC
Once Submitted, select "Send More Email Notifications"	
Inspector Email Address	"LEAVE BLANK"
Accountable Official Email Address	"LEAVE BLANK"

Operations Assistant (OA) Email Address "LEAVE BLANK"

Activity Fund Administrator email Address "LEAVE BLANK"

The NAVFAC WAWF point of contact for this contract is Christopher R. P. Santos at [christopher.santos@fe.navy.mil](mailto:christopher.santos@fe.navy.mil) or 671)-349-2252

Note: Supporting documentation must be attached. File names cannot contain spaces or special characters, except underscore "\_" which is an acceptable character. Maximum limit for size of each file is UNDER 2 megabytes. There is NO Maximum limit for size of files per invoice.

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to "Send More Email Notifications." Select "Send More Email Notification" and add additional email addresses noted above in the first email address blocks. This additional notification to the Government is important to ensure that the specific acceptor/receiver is aware the invoice documents have been submitted into WAWF.

(f) If you have any questions regarding WAWF, please contact the WAWF DFAS Helpdesk at 877-251-WAWF (9293), [ccl-ec-navy-wawf-helpdesk@dfas.mil](mailto:ccl-ec-navy-wawf-helpdesk@dfas.mil) or the NAVFAC WAWF point of contact identified above in section (d). (End of clause)

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Fire Prevention

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5252.237-9300 Schedule of Deductions

## CLAUSES INCORPORATED BY FULL TEXT

## 252.204-7000 DISCLOSURE OF INFORMATION (AUG 2013)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

(1) The Contracting Officer has given prior written approval;

(2) The information is otherwise in the public domain before the date of release; or

(3) The information results from or arises during the performance of a project that has been scoped and negotiated by the contracting activity with the Contractor and research performer and determined in writing by the Contracting Officer to be fundamental research in accordance with National Security Decision Directive 189, National Policy on the Transfer of Scientific, Technical and Engineering Information, in effect on the date of contract award and the USD (AT&L) memoranda on Fundamental Research, dated May 24, 2010, and on Contracted Fundamental Research, dated June 26, 2008, (available at DFARS PGI 204.4).

(b) Requests for approval under paragraph (a)(1) shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 10 business days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement, including this paragraph (c), in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

## 5252.209-9300 - Organizational Conflicts of Interest (Jun 1994)

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

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

## 5252.237-9300, SCHEDULE OF DEDUCTIONS (NOV 1998)

Within fifteen (15) days after the contract award, the successful Contractor shall provide an acceptable Schedule of Deductions for the base period and each option year of the contract. No work may commence until such Schedule of Deductions is approved by the Contracting Officer. The total of the Schedule of Deductions must equal the amount entered in Contract Line Item 0001. If for any reason this contract is modified, including the exercise of an option, and the modification affects the schedule of deductions, the contractor shall submit a revised schedule of deductions within fifteen (15) days of the date of the modification. Prices shown in the Schedule of Deductions will be utilized in conjunction with the "CONSEQUENCES OF THE CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICE" clause in making deductions to the contract price for nonperformed or unsatisfactory work.

Unbalancing in the Schedule of Deductions submitted shall be the cause for withholding approval and requiring resubmittal of a balanced schedule. The Contractor's failure to provide an approved Schedule of Deductions shall be grounds for TERMINATION FOR DEFAULT. The Government reserves the right to unilaterally establish a Schedule of Deductions in the event the successful Contractor fails to present the Schedule of Deductions within fifteen (15) calendar days of the date of contract award or presents a Schedule of Deductions which is unbalanced or materially deficient. The approved Schedule of Deductions shall be part of the contract. DO NOT SUBMIT the Schedule of Deductions with the offer.

ACTIVITY REGULATIONS

The Contractor shall ensure all Contractors and subcontractor employee become acquainted with and obeys all Government installation regulations.

(End of clause)

## SECURITY REQUIREMENTS

(a) The Contractor and its subcontractors shall comply with all security requirements specified in the contract as well as all activity security requirements. Upon request, the Contractor shall submit the name and address of all personnel hired for work on this contract, and questionnaires, and other forms as may be required for security reasons.

(b) Contractor and subcontractor employees shall not disclose or cause to be disseminated any information concerning the operations of the activity which could result in or increase the likelihood of the possibility of a breach of the activity's security or interrupt the continuity of its operations.

(c) Disclosure of information relating to the services hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the attention of the Contractor or any person under his control in connection with work under this contract, may subject the Contractor, his agents or employees to criminal liability under 18 U.S.C. Sec 793, "Gathering, Transmitting, or Losing Defense Information," 18 U.S.C. Sec 794, "Gathering or Delivering Defense Information to Air Foreign Government" and 18 U.S.C. Sec 798, "Disclosure of Classified Information."

(d) Deviations from or violations of any of the provisions of this contractor requirement will, in addition to all other criminal and civil remedies provided by law, subject the Contractor to immediate termination for default and/or the withdrawal of the Government's acceptance and approval of employment of the individuals involved.

(e) Classified and/or politically sensitive material shall not be released without prior written consent of the Contracting Officer, or as expressly stated in the statement of work. In the event the Contractor requires access to classified information during performance, procedure prescribed by FAR 4.4 for safeguarding classified information shall apply.

(End of clause)

## NOTICE

NOTICE CONCERNING TERRITORY OF GUAM TAXES, LICENSES, AND WITHHOLDINGS (NOTE: This clause summarizes certain requirements of Guam Territorial Law. Any questions concerning applicability or interpretation should be directed to Government of Guam, Department of Revenue and Taxation.)

(a) All persons engaging in business in Guam must be licensed to do so by the Government of Guam prior to commencement of business in Guam. Engaging in business includes, but is not limited to, services provided by contractors. Applications for business licenses shall be made to the Department of Revenue and Taxation, License and Registration Branch.

(b) All corporations, domestic (created under the laws of Guam) or foreign (not created under the laws of Guam) must register with the Department of Revenue and Taxation, License and Registration Branch.

(c) Any person engaging in business on Guam must file monthly Business Privilege Tax returns with the Department of Revenue and Taxation.

(d) All corporations with the Guam source of funds must file income tax returns to the Department of Revenue and Taxation on the prescribed forms.

(e) All employers must deposit wage withholdings from their employees to the Treasurer of Guam. Guam Depository Receipts, as well as Quarterly Withholding Statements are required to be filed with the Department of Revenue and Taxation in the same manner as similar returns and statements required to be filed with the U.S. Internal Revenue Service.

(f) Failure to comply with the above may result in criminal or civil penalties as provided by law.

(End of clause)

#### CHANGES IN LAWS AND REGULATION

##### CHANGES IN FEDERAL, STATE, AND LOCAL ENVIRONMENTAL LAWS AND REGULATIONS

Federal, state, and local environmental laws and regulation may change the performance period of this contract. The Contractor is responsible for maintaining a working knowledge of these changes in order to perform all work under the this contract in accordance with the applicable federal, state, and local laws and regulations which are in effect at the time work is performed.

(End of Clause)

#### HISTORICAL AND ARCH RESOURCES

##### HISTORICAL AND ARCHAEOLOGICAL RESOURCES

Carefully protect in-place and report immediately to the Contracting Officer historical any archaeological items or human skeletal remains discovered in the course of work. Upon discovery, notify the Contracting Officer. Stop work in the immediate area of the discovery until directed by the Contracting Officer to resume work. The Government retains ownership and control over historical and archaeological resources.

(End of Clause)

#### CHANGEOVER

The Government reserves the right to conduct site visits with prospective offerors in all contractor-operated facilities in conjunction with the solicitation of offers for the follow-on contract. In the event the follow-on contract is awarded to other than the incumbent, the incumbent Contractor shall cooperate to the extent required to permit orderly changeover to the successful contractor. With regard to the succession of Contractor's employees, a recruitment notice may be placed in each facility.

(End of clause)

## Section I - Contract Clauses

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52.219-14	Limitations On Subcontracting	NOV 2011
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52.222-4	Contract Work Hours and Safety Standards- Overtime Compensation	MAY 2014
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
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52.222-26	Equal Opportunity	APR 2015
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52.223-6	Drug-Free Workplace	MAY 2001
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-1	Buy American--Supplies	MAY 2014
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-16	Progress Payments	APR 2012
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.232-25	Prompt Payment	JUL 2013
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-36	Payment by Third Party	MAY 2014
52.232-37	Multiple Payment Arrangements	MAY 1999
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.246-20	Warranty Of Services	MAY 2001
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984

52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	DEC 2014
252.215-7000	Pricing Adjustments	DEC 2012
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Nov 2014)	NOV 2014
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7009	Mandatory Payment by Governmentwide Commercial Purchase Card	DEC 2006
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7002	Requests for Equitable Adjustment	DEC 2012

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of **Claire C. Pangelinan, Contracting Officer** and shall not be binding until so approved.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

(a) The Schedule (excluding the specifications).

- (b) Representations and other instructions.
  - (c) Contract clauses.
  - (d) Other documents, exhibits, and attachments.
  - (e) The specifications.
- (End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications).
  - (b) Representations and other instructions.
  - (c) Contract clauses.
  - (d) Other documents, exhibits, and attachments.
  - (e) The specifications.
- (End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **award through contract completion date**.
  - (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
  - (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.
- (End of clause)

CLAUSES INCORPORATED BY FULL TEXT

## 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$2,500**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of **\$50,000**;

(2) Any order for a combination of items in excess of **\$50,000**; or

(3) A series of orders from the same ordering office within **3** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **3** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

## 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

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

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 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 within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days. 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.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.219-3 NOTICE OF HUBZONE SET-ASIDE OR SOLE SOURCE AWARD (NOV 2011)

(a) Definitions. See 13 CFR 125.6(e) for definitions of terms used in paragraph (c).

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

(1) Contracts that have been set aside or reserved for, or awarded on a sole source basis to, HUBZone small business concerns;

(2) Part or parts of a multiple-award contract that have been set aside for HUBZone small business concerns; and

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

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

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

(c) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for--

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction. (i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the HUBZone prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the HUBZone prime contractor's employees or on a combination of the HUBZone prime contractor's employees and employees of HUBZone small business concern subcontractors; and

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or

(4) Construction by special trade contractors. (i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the HUBZone prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the HUBZone prime contractor's employees or on a combination of the HUBZone prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.

(e) A HUBZone joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the aggregate of the HUBZone small business participants.

(f)(1) When the total value of the contract exceeds \$25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.

(2) When the total value of the contract is equal to or less than \$25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.

(3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.

(g) Notice. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION  
Employee Class Monetary Wage-Fringe Benefits

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.232-35 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS  
TRANSFER INFORMATION (JULY 2013)

(a) As provided in paragraph (b) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor's electronic funds transfer (EFT) information, in lieu of the payment office of this contract.

(b) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).

(c) Designated Office:

Name: NAVFAC MARIANAS

Mailing Address:

PSC 455, Box 195

FPO AP 96540-2937

Telephone Number: 671-333-1143

Person to Contact: Eleanor D. Mantanona

Electronic Address: [Eleanor.Mantanona@fe.navy.mil](mailto:Eleanor.Mantanona@fe.navy.mil)

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.232-35 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS  
TRANSFER INFORMATION (JULY 2013)

(a) As provided in paragraph (b) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor's electronic funds transfer (EFT) information, in lieu of the payment office of this contract.

(b) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).

(c) Designated Office:

Naval Facilities Engineering Command Marianas  
FSC- Bldg 3190, NBG

Mailing Address:

Unit 14040, Bldg. 22026  
APO AP 96543-4040

Telephone Number:

671-339-1143

Person to Contact:

Eleanor Mantanona

Electronic Address:

[eleanor.mantanona@fe.navy](mailto:eleanor.mantanona@fe.navy)

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

Federal Acquisition Regulation (FAR)

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

Department of Defense FAR Supplement (DFARS):

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

(End of clause)

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

All NAVFAC and local regulations added under Section H & I.

(End of clause)

252.222-7000 RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (MAR 2000)

(a) The Contractor shall employ, for the purpose of performing that portion of the contract work in \_\_\_\_\_, individuals who are residents thereof and who, in the case of any craft or trade, possess or would be able to acquire promptly the necessary skills to perform the contract.

(b) The Contractor shall insert the substance of this clause, including this paragraph (b), in each subcontract awarded under this contract.

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (APR 2014)

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

"Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

"Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

"Foreign-flag vessel" means any vessel that is not a U.S.-flag vessel.

"Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

"Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

"Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a

reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

"U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of foreign-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) If this contract exceeds the simplified acquisition threshold, the Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all foreign-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on foreign-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL	_____	_____

(g) If this contract exceeds the simplified acquisition threshold and the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of foreign-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial items, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

#### 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

## 5252.209-9300 - Organizational Conflicts of Interest (Jun 1994)

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

(End of clause)

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

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

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

(c) Delivery or performance shall be made only as authorized by task orders issued in accordance with the ORDERING clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule and any accompanying exhibits up to the contract stated maximum. The minimum guarantee of work to be ordered is (fill-in)% of the total estimated quantity.

(d) Except for any limitations on quantities in FAR clause 52.216-19, in the Schedule, and any accompanying exhibits, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(e) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

5252.216-9314 ECONOMIC PRICE ADJUSTMENT FOR CHANGES IN LANDFILL/DISPOSAL FEES  
(JUN 1994)

(a) The Contractor shall notify the Contracting Officer, at any time during contract performance, the disposal fee unit prices shown in the schedule in Section B either increase or decrease as a result of new landfill/disposal fees set by the County Commissioners. The Contractor shall furnish this notice within 20 calendar days after being notified of any increase or decrease, or within any additional period that the Contracting Officer may approve in writing. Adjustment for increases shall not be retroactive beyond the 20 calendar day notification period or such time as approved in writing by the Contracting Officer. Adjustments for decreases shall be made effective

immediately on the date they are implemented by the landfill. The notice shall include the amount of the adjustment (increase or decrease), the effective date and supporting data explaining the cause of the adjustment.

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

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

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

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

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

The Contractor shall provide complete resumes for proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 days after receipt of all required information of the consent on substitutes. No change in fixed unit prices may occur as a result of key personnel substitution.

5252.216-9313  
MAXIMUM QUANTITIES (JUN 1994)

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

5237.102-90 ECMRA REQUIREMENT

ECMRA REQUIREMENT NMCARS Part 5237.102(90) Enterprise-wide Contractor  
Manpower Reporting Application (ECMRA)

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Naval Facilities Engineering Command Marianas, Guam (N40192) via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all

data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

## Section J - List of Documents, Exhibits and Other Attachments

SECTION J

## SECTION J – List of Documents, Exhibits and Other Attachments

<b><u>SECTION J</u></b> <b>TIRE AND WOOD MATERIAL COLLECTION AND DISPOSAL SERVICES</b> <b>DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS</b> <b>TABLE OF CONTENTS</b>	
<b><u>ATTACHMENT NUMBER</u></b>	<b><u>ATTACHMENT TITLE</u></b>
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J-0200000-02	References, Instructions, Directives and Technical Documents
J-0200000-03	Wage Determinations
J-0200000-04	Forms
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<b><u>SECTION J</u></b> <b>TIRE AND WOOD MATERIAL COLLECTION AND DISPOSAL SERVICES</b> <b>DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS</b> <b>TABLE OF CONTENTS</b>	
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J-1503030-01	Definitions and Acronyms
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J-1503030-03	Common Output Level Standards (COLS)
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J-1503030-05	Location and Frequency Historical Data
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J-1503030-07	Deliverables

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE

252.247-7022 Representation Of Extent Of Transportation Of Supplies By AUG 1992  
Sea

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 562111.

(2) The small business size standard is \$38.5 Million.

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

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

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

(  ) Paragraph (d) applies.

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

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

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

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

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

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

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

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

- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
- (A) Are not set aside for small business concerns;
  - (B) Exceed the simplified acquisition threshold; and
  - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.
- (vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
  - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.
- (D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

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

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

[Contracting Officer check as appropriate.]

- (i) 52.204-17, Ownership or Control of Offeror.
- (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.
- (iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.
- (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
- (vi) 52.227-6, Royalty Information.
  - (A) Basic.
  - (B) Alternate I.

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

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this

solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014)

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

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

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

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

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

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

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is 562111.

(2) The small business size standard is \$38.5 Million.

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

(c) Representations. (1) The offeror represents as part of its offer that it [  ] is, [  ] is not a small business concern. (2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [  ] is, [  ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

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

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

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

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

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

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

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

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

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

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

(ii) It [ \_\_\_ ] is, [ \_\_\_ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_ --.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Notice.

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

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-

owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. (DEC 2012)

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

Person--

(1) Means--

- (i) A natural person;
  - (ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and
  - (iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and
- (2) Does not include a government or governmental entity that is not operating as a business enterprise.

Sensitive technology--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

- (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

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

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

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

(End of provision)

## Section L - Instructions, Conditions and Notices to Bidders

## CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System Number	JUL 2013
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.232-13	Notice Of Progress Payments	APR 1984
52.232-14	Notice Of Availability Of Progress Payments Exclusively For Small Business Concerns	APR 1984
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
52.232-31	Invitation to Propose Financing Terms	MAY 2014
52.252-5	Authorized Deviations In Provisions	APR 1984

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

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

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

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

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

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

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

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

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

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

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address

exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

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

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

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

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

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

(i) Company legal business.

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

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

(i) The solicitation number;

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

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

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

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

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

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

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

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

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

(3) It is the only proposal received.

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

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

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

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

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

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

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

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

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

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

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

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent

provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

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

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

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

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

- (iv) A summary of the rationale for award.
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price/Indefinite Delivery Indefinite Quantity contract resulting from this solicitation.

(End of provision)

#### 52.232-14 NOTICE OF AVAILABILITY OF PROGRESS PAYMENTS EXCLUSIVELY FOR SMALL BUSINESS CONCERNS (APR 1984)

The Progress Payments clause will be available only to small business concerns. Any bid conditioned upon inclusion of a progress payment clause in the resulting contract will be rejected as nonresponsive if the bidder is not a small business concern.

(End of clause)

#### 52.232-31 INVITATION TO PROPOSE FINANCING TERMS. (MAY 2014)

(a) The offeror is invited to propose terms under which the Government shall make contract financing payments during contract performance. The financing terms proposed by the offeror shall be a factor in the evaluation of the offeror's proposal. The financing terms of the successful offeror and the clause, Terms for Financing of Purchases of Commercial Items, at 52.232-29, shall be incorporated in any resulting contract.

(b) The offeror agrees that in the event of any conflict between the terms proposed by the offeror and the terms in the clause at 52.232-29, Terms for Financing of Purchases of Commercial Items, the terms of the clause at 52.232-29 shall govern.

(c) Because of statutory limitations (10 U.S.C. 2307(f) and 41 U.S.C. 4505), the offeror's proposed financing shall not be acceptable if it does not conform to the following limitations:

- (1) Delivery payments shall be made only for supplies delivered and accepted, or services rendered and accepted in accordance with the payment terms of this contract;
- (2) Contract financing payments shall not exceed 15 percent of the contract price in advance of any performance of work under the contract;
- (3) The terms and conditions of the contract financing must be appropriate or customary in the commercial

marketplace; and

(4) The terms and conditions of the contract financing must be in the best interests of the United States.

(d) The offeror's proposal of financing terms shall include the following:

(1) The proposed contractual language describing the contract financing (see FAR 32.202-2 for appropriate definitions of types of payments); and

(2) A listing of the earliest date and greatest amount at which each contract financing payment may be payable and the amount of each delivery payment. Any resulting contract shall provide that no contract financing payment shall be made at any earlier date or in a greater amount than shown in the offeror's listing.

(e) The offeror's proposed prices and financing terms shall be evaluated to determine the cost to the United States of the proposal using the interest rate and delivery schedule specified elsewhere in this solicitation.

(End of clause)

#### 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Claire C. Pangelinan  
NAVFAC Marianas, FSC  
PSC 455 Box 195  
FPO AP 96540-2937

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

(End of provision)

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

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

<http://www.acquisition.gov/far/>

(End of provision)

## 52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

NONE.

## 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Department of the Navy Acquisition Regulations (48 CFR Chapter 52) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

PROPOSAL SUBMISSION REQUIREMEN

The signed proposal/representations and certifications, price proposal and technical proposal shall be submitted in separate volumes. Each volume, as described below, shall be appropriately tabbed and present a clear, concise offer. Both volumes shall contain precise and complete information so as to permit a detailed evaluation.

Volume I – Signed Proposal, Representations and Certifications and Price Proposals  
Volume II – Technical Proposal

The following is the preferred method for submitting your proposal. Proposals shall be submitted in two volumes.

Volume 1. Price  
Volume 2. Technical

Volume 1 shall contain pricing and associated information that supports price; no technical information in this volume.

Volume 2 shall contain technical and associated information that supports your overall approach consistent with the factors to accomplish the work; there shall be no pricing information in this volume.

The following outline is the desired format for submitting your technical proposal:

CONTENT OF PROPOSALS -JAN 2003

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

(b) The offeror shall submit the following information:

- (1) 6 completed signed solicitation packages, including executed representations and certifications, and cost/prices in Section B and any accompanying exhibits.
- (2) 6 copies of the technical proposal.
- (3) 6 copies of the cost/price proposal.

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

(d) **PRICE/COST PROPOSAL.** Each price/cost proposal shall contain a breakdown of direct labor costs; direct material cost (identifying the quantity, type and unit price); subcontracting costs; overhead costs; general and administrative costs; and profit. **Round all cost and pricing data to the nearest two decimal places.**

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

(SAMPLE) TIRE AND WOOD

*(SAMPLE) Tire and Wood Material Collection and Disposal Services for  
All Military Installations and DoD Tenants, Guam, M.I.  
(KTR NAME)*

*General Purpose: To provide tire and wood disposal services*

*Specific Purpose: To provide tire and wood material collection and disposal services at all military installations on Guam.*

*Central Idea: To select a vendor that can meet and/or exceed the requirements that provides tire and wood disposal services for various military installations on Guam.*

*I. Introduction- General Scope Requirement. (3 pages)*

*Discuss the general nature of your business and how you intend to fulfill the requirements in the current RFP. In broad terms discuss your business principles and ethics, the principle owners/managers (who they are and in what capacity they will partake), the resources you intend to employ (affiliates that will participate in meaningful contract performance), your capabilities and your general strengths and weaknesses. Limit your introduction to no more than 3 pages.*

*II. Price. Volume I. (see Section L)*

*III. Technical Factors. Volume II.*

*A. Corporate Experience. (2 – 4 projects)*

- 1. Discuss corporate experience.*
- 2. List at least 2 relevant projects but no more than 4.*

*B. Safety (2 Pages)*

1. *Discuss your company's safety culture.*
2. *Submit your EMR for three (3) previous years.*
3. *OSHA Days Away from Work (DART).*
4. *Discuss your technical approach to safety.*

*C. Past Performance. (2 – 4 projects)*

1. *CPARS.*
2. *Performance Recognition documents.*

*\*Note Past Performance Questionnaire (PPQs) should be submitted by offerors references.*

(a) VOLUME I – Signed Proposal, Reps and Certs and Price Proposals

(1) Submit an original and five (5) paper copies of the signed proposal and Section K, along with one electronic copy on a CD compatible with IBM-type CPU and Microsoft Word and/or Excel 2003 software.

(2) The printed format of Volume I shall be as follows: • in an 8 ½” x 11” paper format (charts, graphs, or spreadsheet excerpted, printed on one side only; • binder size as appropriate; • use of Ariel or Times New Roman font with type size equivalent to 10 point or larger; and • original and copies should be marked accordingly on their respective covers, along with the solicitation number, offeror's name, and volume title.

(3) At a minimum, Volume I shall be provided in seven (7) parts and tabbed as follows:

- i) Standard Form 33, with blocks 12 through 18 completed;
- ii) Section B and accompanying Exhibits from Section J of the solicitation with all CLIN and ELIN unit pricing and amounts completed that will become the prices effective at contract award.
- iii) Name, title, e-mail address, facsimile number of the person or persons authorized to negotiate and bind your firm and/or proposal clarifications;
- iv) Representations, Certifications, and Other Statements of Offerors (Section K of the solicitation) with all representations and certifications executed.
- v) Evidence of financial capability for the previous three (3) fiscal years, certified by an independent accounting firm, if practicable, or at least by an authorized officer of the organization. In addition, submit evidence of availability of working/operating capital, which will be used for the performance of the resultant contract.
- vi) Joint venture agreements, if applicable, shall be submitted.
- vii) Price Information Rating Criteria. As part of their pricing proposal, offerors shall provide a complete detailed cost breakdown for each contract period by cost element, by Annex, by ELIN, and by Sub-ELIN to support the amounts specified for each CLIN on Section B. Offerors will need to provide supporting worksheets and narrative explanations to fully explain the basis and rationale for the proposed amounts, including back up details that can be related to various segments of an offeror's technical proposal.

(b) VOLUME II – Technical Proposal

- (1) Submit an original and five (5) paper copies of the technical proposal, along with one electronic copy on a CD compatible with IBM-type CPU and Microsoft Word and Excel 2003 software.
- (2) The printed format of Volume II shall be as follows: • in an 8 ½” x 11” paper format (charts, graphs, or spreadsheet excerpted, printed on one side only; • binder size as appropriate; • use of Ariel or Times New Roman font with type size equivalent to 10 point or larger; and • original and copies should be marked accordingly on their respective covers, along with the solicitation number, offeror’s name, and volume title.
- (3) Technical proposals shall be tabbed by major factors as required by each major factor below. In addition, each technical proposal shall contain a narrative description in sufficient detail that addresses each of the following technical factors, which are further defined in Section M of this solicitation:

TECHNICAL FACTOR A: Corporate Experience  
TECHNICAL FACTOR B: Safety  
TECHNICAL FACTOR C: Past Performance

#### QUESTIONS, AMENDMENTS, NOTICES

Questions, Amendments, Notices

- (1) Questions regarding the solicitation shall be submitted in writing via electronic mail to [stephanie.aguon@fe.navy.mil](mailto:stephanie.aguon@fe.navy.mil) and [felix.benavente@fe.navy.mil](mailto:felix.benavente@fe.navy.mil) no later than 10 calendar days prior to the proposal due date. Verbal queries will not be entertained.
- (2) Amendments and notices will be posted to the website <http://www.neco.navy.mil>. It is the offeror’s responsibility to check the website periodically for any amendments to the solicitation. Please note that notices do not change the solicitation. Changes to the solicitation can only be made by issuance of amendments.

#### MULTIPLE AWARDS

The Government does not intend to make multiple awards. The Government intends to issue one contract resulting from this solicitation.

#### TIME FOR RECEIPT OF PROPOSALS

- (1) Page limitations for proposals are indicated in the outline located in section L. Offerors should note that unnecessarily elaborate brochures or other presentation beyond those sufficient to present a complete and effective response to the solicitation are not desired. Elaborate art work, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor wanted.

(2) Complete proposals shall be submitted not later than the date and time provided in Block 9 of the Standard Form 33, "Solicitation, Offer and Award," in sealed envelopes/boxes marked in the bottom right corner "RFP No. N40192-15-R-9018."

(3) Proposals shall be submitted to the following address:

(a) If sent by regular mail/private courier:

Naval Facilities Engineering Command Marianas  
Facilities Support Acquisition Division  
Attn: Stephanie Aguon  
PSC 455 Box 195  
FPO AP 96540-2937

(b) If hand carried:

Naval Facilities Engineering command Marianas  
Facilities Support Acquisition Division  
Attn: Stephanie Aguon  
Building 3190, Naval Base Guam  
Santa Rita, GU 96915

NOTE: If hand carrying or express mailing proposals, the offeror is advised that the address is on a secured base and passes are required to gain access. Anticipate delays in base access.

(4) Proposals not received at the above address on or before the hour and date set forth for receipt of proposals shall be subject to the provision of FAR 52.215-5-1(c), "Submission, modification, revision and withdrawal of proposals."

(5) Offerors shall submit complete and accurate information. The Government may elect not to request additional information to perform the evaluation.

252.204-7001

Commercial and Government Entity (CAGE) Code Reporting.

As prescribed in 204.7207, use the following provision:

Commercial and Government Entity (CAGE) Code Reporting (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will-

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

- (2) Complete section A and forward the form to DLIS; and
  - (3) Notify the Contractor of its assigned CAGE code.
- (c) Do not delay submission of the offer pending receipt of a CAGE code.
- (End of provision)

## Section M - Evaluation Factors for Award

## CLAUSES INCORPORATED BY REFERENCE

52.217-4	Evaluation Of Options Exercised At The Time Of Contract Award	JUN 1988
52.217-5	Evaluation Of Options	JUL 1990

ENFORCEABILITY OF PROPOSAL

The proposal must set forth full, accurate and complete information as required by the solicitation. The Government will rely on such information in the award of a contract. By submission of the offer, the Offeror agrees that all items proposed (e.g., key personnel, subcontractors, approach, etc.) will be utilized for the duration of the contract and any substitutions shall require prior Contracting Officer's approval.

BASIS FOR AWARD

1. The Government reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contract; to negotiate with offerors in the competitive range; and to award the contract to the offeror submitting the lowest priced, technically acceptable offer.
2. As stated in the solicitation, the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. In addition, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
3. The LPTA process is selected as appropriate for this acquisition because the best value is expected to result from selection of the technically acceptable proposal with the lowest evaluated price.
4. An overall non-price factors rating must be at least "ACCEPTABLE" in order to be eligible for award. An "UNACCEPTABLE" rating in any factor results in the overall non-price factors proposal being rated "UNACCEPTABLE" unless corrected through discussions. An overall non-price factors rating of "UNACCEPTABLE" makes a proposal ineligible for award.

EVALUATION FACTORS FOR AWARD

## EVALUATION FACTORS FOR AWARD

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

Factor 1 – Corporate Experience	25%
Factor 2 – Safety	25%
Factor 3 – Past Performance	50%

Non-Price Factor 1 and Factor 2 shall be combined in the Technical Factors. Each Technical Factor shall have equal importance or individually represent 25% of the non-price evaluation, such that when combined they are 50% of the evaluation of non-price factors or equal to the 50% assigned to Factor 3 Past Performance.

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

(a) Price:

(1) Solicitation Submittal Requirements:

(i) Submit prices for each contract period by ELIN, and by Sub-ELIN to support the amounts specified for each Contract Line Item Number (CLIN) in the Schedule (see Section B of the solicitation).

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

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

(b) Non-Cost/Price Factors

**DEFINITION OF A RELEVANT PROJECT:** Relevant Project(s) include those that clearly demonstrate experience and capability to provide all personnel, equipment, tools, materials, supervision, training, transportation and other items and services necessary to perform tire and wood material collection and disposal service. Projects must have been completed within the last five (5) years.

(a) Technical Factors:

(1) Factor 1. Corporate Experience:

(i) Solicitation Submittal Requirements:

Submit Corporate Experience Narratives (CENs) for a minimum of two (2) and a maximum of four (4) Relevant Projects that were completed within the past five (5) years, as measured from the date proposals are due. Each narrative shall be limited to two single pages in length (or one double-sided page). (Note: Do NOT submit narratives of more than two pages in length; only the first two pages will be evaluated if more than two pages are submitted).

Each project's Corporate Experience Narrative shall include the following information:

1. Project title and location
2. Client Point of Contact (name and telephone number)
3. Brief description of the project. Describe relevancy to solicited project
4. Type of contract

5. Prime contractor (yes or no)
6. Award date and Completion date
7. Award amount and final contract value

Offeror shall submit a minimum of two (2) and a maximum of four (4) CENs related to submitted Relevant Projects that are similar in terms of size, scope, and complexity to the requirements in the solicitation. ALL PROJECTS SUBMITTED MUST CORRESPOND TO THE SAME PROJECTS LISTED IN FACTOR 3, PAST PERFORMANCE.

(a) The Government will only review four (4) Relevant Projects CENs. CENs for Relevant Projects submitted in excess of the maximum of four (4) will not be considered.

(b) Relevant Projects and CENs related thereto submitted that were completed outside the five (5) year period measured back from the date proposals are due, will not be considered.

(c) Offerors may include the experience of a subcontractor or teaming partner that will perform major or critical aspects of the work. If the experience of a subcontractor or teaming partner is proposed, submit evidence of a binding teaming agreement or other contractual agreement which provides a legal responsibility of the subcontractor or teaming partner. Such agreement must also include an explanation of the meaningful involvement that the subcontractor or teaming partner will have in the performance of the contract.

(ii) Basis of Evaluation: The assessment of the Offeror's corporate experience will be used as a means of evaluating the capability of the Offeror to successfully meet the requirements of this solicitation. An Offeror's corporate experience will be evaluated based upon demonstrated experience for Tire and Wood Material Collection and Disposal Services of recent, Relevant Projects. Evaluators will determine whether a project is Relevant or Not Relevant based upon the similarity of the submitted projects in terms of size, scope, and complexity, to the work being solicited.

(2) Factor 2. Safety:

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

(1) Experience Modification Rate (EMR): For the **three** previous complete calendar years (Jan-Dec 2011-2013), submit your EMR (which compares your company's annual losses in insurance claims against its policy premiums over a **three** year period). If you have no EMR or less than 3 years, affirmatively state so, and explain why. Any extenuating circumstances that affected the EMR and upward or downward trends should be addressed as part of this element. Lower EMRs will be given greater weight in the evaluation.

(2) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate: For the **three** previous complete calendar years (Jan-Dec 2011-2013), submit your OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate, as defined by the U.S. Department of Labor, Occupational Safety and Health Administration. If you cannot submit an OSHA DART Rate or OSHA DART Rates for less than 3 years, affirmatively state so, and explain why. Any extenuating circumstances that affected the OSHA DART Rate data and upward or downward trends should be addressed as part of this element. Lower OSHA DART Rates will be given greater weight in the evaluation.

(3) Technical Approach for Safety: Describe the plan that the Offeror will implement to evaluate its own safety performance and that of its potential subcontractors, as a part of the selection process for all

levels of subcontractors. Also, describe any innovative methods that the Offeror will employ to ensure and monitor safe work for its work and that of all its subcontractor(s) at all levels. The Safety Narrative shall be limited to two pages.

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

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

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

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

(3) Technical Approach to Safety: The Government will evaluate the narrative to determine the degree to which subcontractor safety performance will be considered in the selection of all levels of subcontractors on the upcoming project. The Government will also evaluate the narrative to determine the degree to which innovations are being proposed that may enhance safety on this procurement. Those Offerors whose plan demonstrates a commitment to hire subcontractors with a culture of safety and who propose innovative methods to enhance a safe working environment may be given greater weight in the evaluation.

(3) Factor 3, Past Performance:

(i) Solicitation Submittal Requirements:

**IF A COMPLETED CPARS EVALUATION IS AVAILABLE, IT SHALL BE SUBMITTED WITH THE PROPOSAL.** IF THERE IS NOT A COMPLETED CPARS EVALUATION, the Past Performance Questionnaire (PPQ) included in the solicitation is provided for the offeror or its team members to submit to the client for each project the offeror includes in its proposal for Factor 1, Corporate Experience Information. AN OFFEROR SHALL NOT SUBMIT A PPQ WHEN A COMPLETED CPARS IS AVAILABLE.

**IF A CPARS EVALUATION IS NOT AVAILABLE, ensure correct phone numbers and email addresses are provided for the client point of contact in the PPQ.** Completed PPQs should be submitted with your proposal. If the offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the offeror should complete and submit with the proposal the first page of the PPQ (Attachment C), which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Stephanie A. Aguon, via email at [stephanie.aguon@fe.navy.mil](mailto:stephanie.aguon@fe.navy.mil) prior to proposal closing date. Offerors shall not incorporate by reference into their proposal PPQs or CPARS previously submitted

for other solicitations. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

- a. Questionnaires submitted under Past Performance must be for work performed within the past five (5) years as measured from the date proposals are due. Completed Past Performance Questionnaires are to be submitted with offeror's proposal or mailed or faxed from the client directly to the Government. In order for the client evaluation to be considered, the Past Performance Questionnaires must be submitted no later than 1600 hours of the closing date of the solicitation, Guam time.
- b. Include with your proposal submission a copy of the Past Performance Questionnaire Cover Sheet which contains the point of contact information or each client questionnaire. Also include performance recognition documents received within the last 5 years related to Relevant Projects, as measured from the date proposals are due such as awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition.
- c. In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the offeror's proposal, inquiries of owner representative(s), and any other known sources not provided by the offeror.
- d. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror.
- e. Offerors will need to submit a minimum of two (2) and a maximum of four (4) Past Performance Questionnaires (PPQ). PPQs submitted in excess of the maximum four (4), will not be considered.
- f. Past Performance Questionnaires submitted for Relevant Projects completed outside the five-year period from the date proposals are due, will not be considered.
- g. A copy of the blank PPQ to be used for requesting client references is included as Attachment C.

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

- a. A pattern of successful completion of tasks;
- b. A pattern of deliverables that are timely and of good quality;
- c. A pattern of cooperativeness and teamwork with the Government at all levels (task managers, contracting officers, auditors, etc.);
- d. Tasks that are identical to, similar to, or related to the task at hand; and
- e. A respect for stewardship of Government funds
- f. Relevance of past performance in terms of similarity of service/support, complexity, dollar value, contract type, degree of subcontracting/teaming effort, volume, and administrative requirements to that covered by this solicitation.

An offeror will be considered "Acceptable" for this factor if based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the requirements with required effort, or the offeror's performance record is unknown. An offeror will be considered "Unacceptable" for this factor if based on the offeror's performance record, the Government has no reasonable expectation that the offeror

will be able to successfully perform the required effort. Offerors lacking relevant past performance history will not be evaluated favorably in past performance and will receive an Unknown Confidence rating. In the context of acceptability/unacceptability "Unknown" shall be considered "Acceptable."