

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 144	
2. CONTRACT NO.		3. SOLICITATION NO. N62470-15-B-4005	4. TYPE OF SOLICITATION [X] SEALED BID (IFB) [] NEGOTIATED (RFP)	5. DATE ISSUED 17 Jun 2015	6. REQUISITION/PURCHASE NO.		
7. ISSUED BY COMMANDER NAVFAC ATLANTIC 6506 HAMPTON BLVD NORFOLK VA 23508-1278		CODE N62470	8. ADDRESS OFFER TO (If other than Item7) NAVFAC ATLANTIC US NAVAL FACILITY COOPER DRIVE ARGENTIA INDUSTRIAL PARK ARGENTIA AOB 1W0		CODE N62470	TEL: FAX:	

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (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 VIVIANNE E.A. MOORE	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 757-322-4185	C. E-MAIL ADDRESS vivienne.moore@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)
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15B. TELEPHONE NO (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

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

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

Section A - Solicitation/Contract Form

GENERAL INFO

NAVAL FACILITIES ENGINEERING COMMAND, ATLANTIC
6506 HAMPTON BLVD
NORFOLK, VIRGINIA 23508-1278

**BASE OPERATING SERVICES (BOS) / CARETAKER SERVICES
AT THE
U. S. NAVAL FACILITY, ARGENTIA, NEWFOUNDLAND**

NAVFAC SPECIFICATON No. 15-4005 PWS

BID PACKAGES:

DUE DATE: Bid Packages are due by **2:30 P.M. at Wednesday, 22 July 2015**

Interested contractors may submit bids to the Navy by one of the below methods:

The package shall be sent, by mail, to:

U.S. NAVAL FACILITY
Office in Charge
Facilities Support Contracts
P. O. Box 177 Freshwater
Placentia Bay, Newfoundland, Canada A0B 1W0

Via express mail or hand carried to:

NAVAL FACILITIES ENGINEERING COMMAND, ATLANTIC
Attn: Bernadette O'Reilly, Contract Specialist
U.S. NAVAL FACILITY
RFP No. N62470-15-B-4005
Facilities Support Contracts, Administrative Office
Cooper Drive
Argentia Industrial Park, Argentia
AOB 1 WO

***** Each Offeror must contact Ms. Bernadette O'Reilly via telephone 24 hours prior to any delivery at 709.227.8455.**

THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED:

- (1) Signed and dated Standard Form 33 (Solicitation, Offer and Award), with amendments acknowledged;
- (2) Price Submittal (CLINs in Section B);
- (3) Part I –The Schedule and ELINs (Exhibits A-E) Spreadsheet (Hard copy and CD) identified in Section J);
- (4) Responsibility information (see Section L);
- (5) Completed representations and certifications (see Section K).

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>BASE YEAR RECURRING WORK FFP</p> <p>Total Price for CLIN 0001 represents the total Base Period for Base Operating Support Services for recurring work at Argentina in accordance with the PWS and all applicable attachments starting 1 September 2015 through 31 August 2016. Exhibit Line Item Numbers (ELINs) A00101 – A00110. FOB: Destination</p>		Each		
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p>BASE YEAR NON-RECURRING WORK FFP</p> <p>Total Price for CLIN 0002 represents the total Base Period for Base Operating Support Services for non-recurring work at Argentina in accordance with the PWS and all applicable attachments starting 1 September 2015 through 31 August 2016. Exhibit Line Item Numbers (ELINs) A00201 – A00207. FOB: Destination</p>		Each		
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	OPTION YEAR 1 RECURRING WORK FFP		Each		
<p>Total Price for CLIN 0003 represents the total for Base Operating Support Services for recurring work at Argentia in accordance with the PWS and all applicable attachments starting 1 September 2016 through 31 August 2017. Exhibit Line Item Numbers (ELINs) A00301 – A00310. FOB: Destination</p>					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	OPTION YEAR 1 NON-RECCURING WORK FFP		Each		
<p>Total Price for CLIN 0004 represents the total Base Operating Support Services for non-recurring work at Argentia in accordance with the PWS and all applicable attachments starting 1 September 2016 through 31 August 2017. Exhibit Line Item Numbers (ELINs) A00401 – A00407. FOB: Destination</p>					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	OPTION YEAR 2 RECURRING WORK FFP		Each		
<p>Total Price for CLIN 0005 represents the total for Base Operating Support Services for recurring work at Argentia in accordance with the PWS and all applicable attachments starting 1 September 2017 through 31 August 2018. Exhibit Line Item Numbers (ELINs) A00501 – A00510. FOB: Destination</p>					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 OPTION	OPTION YEAR 2 NON-RECURRING WORK FFP		Each		
<p>Total Price for CLIN 0006 represents the total Base Operating Support Services for non-recurring work at Argentia in accordance with the PWS and all applicable attachments starting 1 September 2017 through 31 August 2018. Exhibit Line Item Numbers (ELINs) A00601 – A00607. FOB: Destination</p>					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007			Each		
OPTION	OPTION YEAR 3 RECURRING WORK				
	FFP				
	Total Price for CLIN 0007 represents the total for Base Operating Support Services for recurring work at Argentia in accordance with the PWS and all applicable attachments starting 1 September 2018 through 31 August 2019. Exhibit Line Item Numbers (ELINs) A00701 – A00710.				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008			Each		
OPTION	OPTION YEAR 3 NON-RECURRING WORK				
	FFP				
	Total Price for CLIN 0008 represents the total Base Operating Support Services for non-recurring work at Argentia in accordance with the PWS and all applicable attachments starting 1 September 2018 through 31 August 2019. Exhibit Line Item Numbers (ELINs) A00801– A00807.				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009 OPTION	OPTION YEAR 4 RECURRING WORK FFP Total Price for CLIN 0009 represents the total for Base Operating Support Services for recurring work at Argentia in accordance with the PWS and all applicable attachments starting 1 September 2019 through 31 August 2020. Exhibit Line Item Numbers (ELINs) A00901 – A00910. FOB: Destination		Each		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010 OPTION	OPTION YEAR 4 NON-RECURRING WORK FFP Total Price for CLIN 0010 represents the total Base Operating Support Services for non-recurring work at Argentia in accordance with the PWS and all applicable attachments starting 1 September 2019 through 31 August 2020. Exhibit Line Item Numbers (ELINs) A01001 – A01007. FOB: Destination		Each		
NET AMT					

THE SCHEDULE

PART I - THE SCHEDULE

SECTION B: SUPPLIES OR SERVICES AND PRICE/COST

B.1 GENERAL INTENTION

The intention of this solicitation is to obtain Base Operating Service (BOS)/Caretaker Services for the Naval Property and Northeast Arm Recreation Camp at the U. S. Naval Facility, Argentia Newfoundland, Canada by means of an Indefinite Delivery Indefinite Quantity (IDIQ) contract comprised of both Recurring and Non-Recurring Work items.

B.2 BASIS FOR AWARD

Award will be made to a single contractor in U.S. (United States) Dollars. The Government intends to award a contract resulting from this solicitation to the conforming, lowest priced responsive, responsible, bidder in accordance with M.1 incorporated hereto under Section M-Evaluation Factors for Award.

B.3 TYPE OF CONTRACT

This is an Indefinite Delivery Indefinite Quantity type, performance-based contract that is comprised of both Recurring Work and Non-Recurring Work Items. (ELINS)

B.4 PERIOD OF PERFORMANCE

This contract contains provisions for a Base Period with four (4) Option Periods (12 months each). The Government has the option to extend the term of the contract in accordance with the "Option to Extend the Term of the Contract Services," FAC 5252.217-9301. The base period of performance will be from **1 September 2015 through and including 31 August 2016.**

B.5 NOTICE TO BIDDERS- SUBMITTAL OF PRICING**PRICING SHALL BE SUBMITTED IN U.S. (UNITED STATES) DOLLARS**

Bidders shall submit a total lump sum price in Section B for **ALL** Contract Line Items Numbers (CLINs) as follows:

CLIN 0001 and 0002 (Base Year)
CLIN 0003 and 0004 (Option Year 1)
CLIN 0005 and 0006 (Option Year 2)
CLIN 0007 and 0008 (Option Year 3)
CLIN 0009 and 0010 (Option Year 4)

These CLINS include Exhibits A00101 through A01008; located under Section J- List of Attachments, Attachment J-1, and Exhibits A-E.

Bidders shall also enter unit prices and amounts for **ALL** Exhibit Line Items (ELINs) as indicated in the schedules.

In the event there is a difference between a unit price and the extended total amount, the unit price will be held to be the intended offer and the total of the CLIN and Exhibit Line Items (ELINs) will be recomputed accordingly. If the bidder provides a total amount for a CLIN or ELIN, but fails to enter the unit price, the total amount divided by the CLIN or ELIN quantity will be held to be the intended unit price.

The Schedule of Recurring Work Items (CLIN 0001, 0003, 0005, 0007, and 0009) and the Schedule of Non-Recurring Work Items (CLIN 0002, 0004, 0006, 0008, and 0010) will be used as the basis for deductions in accordance with FAC Clause 5252.246-9303, "CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES" Section E.

B.6 NOTICE TO BIDDERS- SUBMITTAL OF RESPONSIBILITY INFORMATION

Bidders shall submit responsibility information as required under L.1, Bidder Submission Instructions, incorporated hereto under Section L – Instructions, Conditions and Notices to Bidders

B.7 MAXIMUM NOT TO EXCEED (NTE) AND MINIMUM GUARANTEE

The maximum or NTE value of an ordering period is the total of all the CLINS in that ordering period. The maximum for any ordering period shall not be exceeded except as may be provided for by formal modification to

the contract. Circumstances may change after award such that the Government may need to issue orders which exceed the estimated quantity set forth for any particular CLIN during an ordering period, but will not exceed the maximum value for that ordering period. In this case, the Contractor may agree by signing the task order or starting performance.

Concurrently with the award of the basic contract, the Government intends to issue a task order to obligate the contract minimum guarantee for:

CLIN 0001, Base Period recurring work.

Minimum guarantees do not apply to the option periods.

B.8 MAXIMUM CONTRACT VALUE

The total amount that may be paid under this contract (including all option years) will not exceed \$1.2 Million for the entire contract term. As stated in paragraph B.8, the maximum or NTE of an ordering period is the total of all the CLINs in that ordering period, except as may be provided for by formal modification to the contract. The minimum guarantee for the entire contract term (including all option years) is the total of CLIN 0001 Base Period Recurring Work, which equals twelve months of services as described in Section C, and will be satisfied by the award of the initial Task Order.

B.9 PROPOSING UNIT PRICES FOR LABOR-INDEFINITE QUANTITY LINE ITEM

A portion of the work included in the scope of this contract cannot be identified in advance in sufficient detail to be included in the Recurring Work portion or as a Unit Price Task in the Non-Recurring Work portion of the contract. Labor for this work will be ordered in accordance with "INDEFINITE QUANTITY WORK REQUIRMENTS" in Section C and paid for based on unit prices for labor bid by the Contractor listed in the Schedule of Non-Recurring work, Line Items 0002, 0004, 0006, 0008 and 0010.

Estimated hours in the schedule are a forecast of future requirements. These estimated hours are for performing "Specific Maintenance and Repair Work" accomplished in the time period shown.

The Contractor shall enter, in the unit price space, the unit price for performing composite labor, electrician and mechanic labor categories. The composite labor prices shall include all direct and indirect costs associated with performing an hour of work.

B.10 VARIATION IN ESTIMATED QUANTITIES FOR RECURRING WORK ITEM SERVICES

a. Quantities depicted throughout this contract represent the Government's best estimate of the quantity of work for the period of performance. After contract award, situations may arise which impact upon the Government's requirements and necessitate changes to this contract. Should this occur, the Contracting Officer will modify the contract in accordance with the provisions and limitation specified herein. No adjustments shall be made under the following provisions, except as specifically identified. Should other provisions in Section C conflict with the provisions provided herein, the other provisions shall take precedence.

(1) **Service Calls.** The historical numbers for Service Calls are identified in Attachment J-C3. The actual quantity of Service Calls issued during each performance period will most likely differ from that shown, and an annual variance not to exceed 10 percent above or 10 percent below the listed quantity is considered normal. Accordingly, no adjustment will be made to the contract price unless the total annual quantity of service calls issued during the performance period is greater than 110 percent or less than 90 percent of the historical quantity as shown in Attachment J-C3. An equitable adjustment will be made **only**

for that quantity of service calls which is greater than 110 percent or less than 90 percent of the historical quantities shown.

(2) **Guard Service.** The estimated days listed of Guard Service are listed in Attachment J-C4 and C.6.b(11)(a). The actual number of days during each performance period will most likely differ from that shown, and an annual variance not to exceed 10 percent above or 10 percent below the listed quantity is considered normal. Accordingly, no adjustment will be made to the contract price unless the total annual days of Guard Service issued during the performance period is greater than 110 percent or less than 90 percent of the estimated quantity. An equitable adjustment will be made **only** for that quantity of hours which is greater than 110 percent or less than 90 percent of the quantities shown.

B.11 INVITATION FOR BIDS (IFB) REQUEST FOR INFORMATION/CLARIFICATION QUESTIONS

All (RFIs) Request for Information must be submitted no later than 10 (ten) days prior to the Bid package due date. All RFIs must be submitted in writing and emailed to Vivienne Moore via email at: vivienne.moore@navy.mil with RFI's attached as a word document. RFIs will not be accepted by telephone. Contractors are required to review the entire solicitation package before submitting RFIs. Responses to inquiries are provided in the form of an Amendment to the solicitation and posted to NECO. Responses are not provided to individuals.

B.12 SITE VISIT

Site Visit:
Wednesday, July 8, 2015
10:00 A.M. EDT
U.S. Naval Facility
Cooper Drive
Argentia Industrial Park, Argentia
Newfoundland, Canada

Note: This is the **only** site visit scheduled to this requirement. There will be no other site visits scheduled. ALL contractors must submit their site visit request in writing to Bernadette O'Reilly at boreilly@nf.aibn.com to include the following information:

Full name of attendee(s)
 Company Name
 Company Address
 Company Telephone #

Please submit this information no later than **Monday, 06, July 2015 @ 3:00 PM EDT**. The site visit is highly recommended for participation in this solicitation for bidders to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable.

B.13 PHASE-IN AND PHASE-OUT

Pricing shall include applicable Phase-In of up to but no more than thirty (30) days and Phase-Out costs. There is no separately priced CLIN for Phase-In and Phase-Out and such costs can be distributed however the Offeror chooses. The Government recognizes that Offerors may choose to front load these costs into the base year.

B.14 PRIOR CONTRACT INFORMATION

The contract issued as a result of this solicitation will replace contract #N62470-10-D-0154 for similar services awarded in 2010 to Edward Collins Contracting Ltd located at P.O. Box 51, Jerseyside, Newfoundland, Canada AOB 2GO. The total estimated current option year exercised is as follows: FFP \$650,500.00, IQ \$198,975.00. This information is provided for informational purposes only. Prospective bidders are cautioned that they should not rely on this information to determine workload as there is no assurance that workload volume of future effort and costs will replicate past experience.

B.15 CONTRACT LINE ITEMS AND CONTRACT SUBLINE ITEMS

a. Bidders shall enter unit prices and amounts for contract line items (CLINs) and contract subline items (SLINS), and exhibit line items (ELINS) as indicated in the schedules and any accompanying exhibits.

b. In the event there is a difference between a unit price and the extended total amount, the unit price will be held to be the intended bid and the total of the contract line item, contract subline item or exhibit line items will be recomputed accordingly. The contract line item which includes recomputed contract subline items or exhibit line items will also be recomputed to take into account the change in the contract subline item or exhibit line item. If the bidder provides a total amount for a contract line item, contract subline item or exhibit line items but fails to enter the unit price, the total amount divided by the contract line item, contract subline item or exhibit line item quantity will be held to be the intended unit price.

B.16 ROUNDING UNIT PRICES

Bidders shall round or truncate unit prices to two (2) decimal places. The rounded or truncated unit price when multiplied by the specified quantity shall equal the extended price for each line item. This includes completing a unit price and amount for any and all option periods. If a bidder fails to round unit prices to two decimal places, the Government will round the unit price and recalculate appropriately.

Part I – The Schedule

Section B: Supplies or Services and Price/Costs

Award/Option Years

CLIN	Supplies/Services	Quantity	Unit Measure	Unit Price	Total Price
0001	RECURRING WORK: BASE PERIOD: 1 September 2015- 31 August 2016	12	MO	\$ _____	\$ _____
0002	NON-RECURRING WORK ESTIMATED: BASE PERIOD: 1 September 2015- 31 August 2016				\$ _____
0003	RECURRING WORK: 1 st OPTION PERIOD: 1 September 2016- 31 August 2017	12	MO	\$ _____	\$ _____
0004	NON-RECURRING WORK ESTIMATED: 1 st OPTION PERIOD: 1 September 2016- 31 August 2017				\$ _____
0005	RECURRING WORK: 2 nd OPTION PERIOD: 1 September 2017- 31 August 2018	12	MO	\$ _____	\$ _____
0006	NON-RECURRING WORK ESTIMATED 2 nd OPTION PERIOD: 1 September 2017-31 August 2018				\$ _____
0007	RECURRING WORK: 3 rd OPTION PERIOD: 1 September 2018- 31 August 2019	12	MO	\$ _____	\$ _____
0008	NON-RECURRING WORK ESTIMATED: 3 rd OPTION PERIOD: 1 September 2018- 31 August 2019				\$ _____
0009	RECURRING WORK: 4 th OPTION PERIOD: 1 September 2019- 31 August 2020	12	MO	\$ _____	\$ _____
0010	NON-RECURRING WORK ESTIMATED: 4 th OPTION PERIOD: 1 September 2019- 31 August 2020				\$ _____
	TOTAL RECURRING WORK CLINS 0001,0003, 0005, 0007, 0009				\$ _____
	TOTAL NON-RECURRING WORK CLINS 0002, 0004, 0006, 0008, 0010				\$ _____
	TOTAL RECURRING WORK + NON-RECURRING WORK: CLINS 0001 – 0010				\$ _____
	CLIN 0001-0002 : See Exhibit A, Section J (Informational Only)				
	CLIN 0003-0004: See Exhibit B, Section J (Informational Only)				
	CLIN 0005-0006: See Exhibit C, Section J (Informational Only)				
	CLIN 0007-0008: See Exhibit D, Section J (Informational Only)				
	CLIN 0009-0010 : See Exhibit E, Section J (Informational Only)				

NOTICE TO BIDDERS: Refer to "PERFORMANCE PERIOD OF CONTRACT" clause in Section F, "OPTION

TO EXTEND THE TERM OF THE CONTRACT" clause in Section I, which all are related to the Government's option to extend the term of the contract to a total duration of up to 60 months.

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

PART I - THE SCHEDULE

SECTION C: DESCRIPTION/SPECIFICATION

GENERAL REQUIREMENTS

The Contractor shall furnish all labor, supervision, tools, materials, equipment, transportation, and management necessary to repair and maintain the facilities as described herein. All work under this contract is located at the U.S. Naval Facility, Argentia, Newfoundland, Canada.

Description of Work. The performance of work shall include, but not be limited to, the following trades and type of work generally described:

Building Maintenance. The Contractor shall be responsible for providing relamping services, repairing or replacing damaged, inoperative, or missing building accessories. This shall include, but is not limited to, doors, paneling, ceiling tiles, patching and interior painting.

Electrical Services. The Contractor shall be responsible for maintaining all electrical equipment, including performing preventive maintenance as required. This work includes, but is not limited to Security Camera System, motorized entry gates, intercom system and any other motorized equipment. The Contractor shall provide personnel with the qualifications, technical knowledge, experience and skills required to efficiently operate and maintain the electrical system.

Guards Services. The Contractor shall provide Guard Services to the U. S. Naval Facility, Argentia, to prevent unauthorized entry onto the site.

Custodial Services. The Contractor shall provide Custodial Services to Navy Site, as listed in Attachment J-C16.

Grounds Maintenance. The Contractor shall maintain and cut approximately 6 acres of grassed area.

Snow Removal. The Contractor shall be responsible for snow clearing and removal from the premises.

Preventive Maintenance. The Contractor shall provide Preventive Maintenance to ensure the reliability and longevity of the equipment and facilities

Caretaker Services. The Contractor shall be responsible for caretaker services at the Northeast Arm Recreation Center Site.

Non Recurring Work Items. Non Recurring Work Items of maintenance and repair designated by the Contracting Officer.

Regular or Normal Working Hours. The Government's regular or normal working hours are, from 0800 hours to 1630 hours, Monday through Friday, except (a) federal holidays and (b) other days specifically designated by the Contracting Officer. In the case of emergencies or for the completion of emergency work initiated during regular working hours and for providing Guards Services, the Contractor will be required to work outside regular working hours. If scheduled services (not including Guards services) should occur on a holiday, the services shall be performed on the following workday.

Federal Holidays. New Year's Day, Martin Luther King Jr. Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Contractor's Regular Working Hours. The Contractor shall perform work on certain tasks outside of regular work hours. The Contractor may be required to perform work outside of normal working hours on specific buildings.

Cooperation with other Contractors. The Government may undertake or award other contracts for additional work at or near the site for work under this contract. The Contractor shall cooperate fully with the other Contractors and shall adhere to any directions given by the Contracting Officer. In the event of conflicts with other Contractors that cannot be satisfactorily resolved, the matter shall be referred to the Contracting Officer for decision. Such decisions shall be final, subject to right of appeal in accordance with the "DISPUTES" clause, Section I.

Standards. All work shall meet the standards specified herein and shall be accomplished in conformance with approved and accepted standards of the industry; equipment manufacturers; all applicable activity, local, state, and federal standards; and all applicable building and safety codes.

Damages Caused by Weather Conditions or Vandalism. Work required to clean or repair facilities damaged by inclement weather conditions and/or acts of vandalism shall be performed as any other work under the Recurring Work Item portion of the contract.

Contractor Quality Control. The Contractor shall establish and maintain a complete Quality Control program in accordance with "Contractor Quality Control" clause, Section E. Contractor performed inspections are independent of those performed by the Government. The Contractor shall perform his inspections prior to requesting acceptance of the work by the Government.

Access. The Contractor shall not use the facilities or any part of the facility for any purpose other than to perform work under this contract. The use of this facility and its roads for anything else is strictly prohibited.

Transition Period. The transition period is the period between the date of contract award and contract start date. This is the time period in which the Contractor shall perform those necessary tasks to position themselves to begin performance of the contract work on the contract start date. The Contractor is expected to perform all Contract Requirements as specified starting on the contract start date. There is no period of time that the Contractor will be allowed to perform less than all the specified work.

DEFINITIONS - TECHNICAL

As used throughout this contract, the following terms shall have the meaning set forth below.

Where "as shown," "as indicated," "as detailed," or words of similar import are used, it shall be understood that reference is made to this specification and the drawings accompanying this specification unless stated otherwise.

Where "as directed," "as required," "as permitted," "approval," "acceptance," or words of similar import are used, it shall be understood that direction, requirement, permission, approval, or acceptance of the Contracting Officer is intended unless stated otherwise.

Where "**at no additional cost to the Government**", "**at his/her expense**", "**at Contractor's expense**", or words of similar import are used, it shall be understood that the Contractor shall not claim additional compensation after contract award for any applicable contract requirement. The Contractor shall consider all risk factors in the contract requirements with these words apply and include appropriate costs in the proposal process.

Accepted Guard Force Personnel. Those personnel meeting all appearance, standards of conduct,

security, and training requirements.

Additional Material Handling. Time expended for loading materials from storage to truck; unloading materials to work area; moving materials to work area, moving materials from storage to job site; removing debris; and handling of materials during the job that is not included in the craft time standard. The above definition is a summary of the definition of "Additional Material Handling" as used in development of Engineered Performance Standards.

Clean. Clean shall be defined as free of dirt, dust, spots, streaks, stains, smudges, cobwebs, litter, debris, and other residue.

Contract Discrepancy Report (CDR). A report sent by the Government to the Contractor that the contractor is required to complete when performance is unsatisfactory. The CDR requires the Contractor to explain to the Contracting Officer, in writing within 10 calendar days, why performance is unsatisfactory, how performance shall be returned to satisfactory levels, and how recurrence of the problem shall be prevented in the future.

Contracting Officer. The person designated as the Contracting Officer by the direction of the Commander, Naval Facilities Engineering Command, Atlantic, to have complete charge of and exercise full supervision and general direction of the work so far as it affects the interest of the Government, except in connection with the "Disputes" clause, Section I. For the purposes of the "Disputes" clause, the term "Contracting Officer" means the Commander, the Acting Commander, their successors, or their representatives specifically designated for this purpose. Throughout this contract, the term Contracting Officer will be used to refer to the individual designated as the Contracting Officer or his/her designated representative.

Contractor. The term Contractor as used herein means any individual or other legal entity that:

Directly or indirectly (e.g., through an affiliate), submits offers for or is awarded, or reasonably may be expected to submit offers for or to be awarded, a Government contract, including a contract for carriage under Government or commercial bills of lading, or a subcontract under a Government contract; or

Conducts business, or reasonably may be expected to conduct business, with the Government as an agent or representative of another Contractor.

Contracting Officer's Representative. (252.201-7000)

As prescribed in 201.602-70, use the following clause:

CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) *Definition.* "Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

A foreman or superintendent assigned in accordance with the "CONTRACTOR EMPLOYEES" clause, Section C.10.j(1).

Disinfect. Cleaning in order to destroy any harmful microorganisms by application of an approved chemical agent.

Debris. Includes but is not limited to grass cuttings, tree trimmings, leaves, rocks, paper, pine straw, limbs, stumps, street sweepings, roofing and construction wastes, and similar waste material.

Distribution Systems. For purposes of this contract, includes but is not limited to, all piping, pumps, motors, valves, fittings, wiring, transformers, panel boards, meters, etc. in the facilities to be maintained, exiting and entering the U. S. Naval Facility.

Engineered Performance Standards (EPS). A job estimating system developed for the Department of Defense. EPS is the average time necessary for a qualified craftsman working at a normal pace, following acceptable trade methods, receiving capable supervision, and experiencing normal delays to perform defined amounts of work of a specified quality. EPS manuals (a listing of which is provided in Attachment J-E1) are available on the World Wide Web.

Emergency Work. Work requiring immediate action to correct or prevent loss or damage to Government property, to restore disrupted essential services or to eliminate hazards to personnel or equipment.

"Equipment", "installed equipment", "built-in equipment", "system", "class II equipment". Where these words or words of similar import are used, it shall be understood to be a component or a system of more than one component (all related devices: instrument, gauges, fixtures, machines, controls, etc.) working in conjunction to perform any specific operation and affixed as a part of the real property. The equipment is engineered and built into the facility as an integral and essential part thereof. Installed equipment shall include, but not be limited to, items such as (this list of equipment examples is not considered to be all-inclusive. All existing equipment with their related or auxiliary components, are part of this contract and shall be covered under the services specified herein):

Ventilation and other related equipment and associated distribution systems

Dynamic equipment or systems: air compressors, etc.

Fire protection and alarm systems: pumps, hoses, etc.

Electric generation and distribution systems: transformers, transfer switches, panel boards, wiring, etc.

Security Camera System.

Motorized Gate System.

Intercom System

Estimate. The informed analysis of all known and probable elements of a proposed job and the forecast of the manpower, materials and related items that will be needed to perform this job.

Estimated Hours. The estimated number of man-hours which will be required to complete a job.

Facility. An establishment, structure, or assembly of units of equipment designated for a specific function.

Government Furnished Property (GFP). Government Furnished Property includes all property in the possession of, or directly acquired by, the Government and subsequently made available to the Contractor.

Government Representative. The person(s) whom the Contracting Officer will designate by name and/or position title to conduct liaison between the Contractor and the Contracting Officer on matters pertinent to this contract and be his/her authorized representative.

Inspection. Visual and mechanical checking of the condition of facilities, performed on a regularly scheduled basis, to determine the extent of the maintenance and repair work required and to ensure the proper operation of the system. It includes checking or testing the components of systems within the facilities.

INon-Recurring Work. Non-Recurring work is defined as maintenance, repair, alteration, maintenance

construction, or equipment repair/replacement work that is not specifically identified as Recurring work or exceeds the Recurring work hour and/or material cost limitations.

Labor Hour. The amount of actual working time required to accomplish a given individual task, plus travel time, job preparation and allowances.

Labor Hour (LH) Unit Price. The unit price proposed by the Contractor to provide one performance standard hour of work-in-place. The unit price includes all costs, direct and indirect, associated with performing a standard hour of work. The unit price typically includes, but is not limited to, the Contractor's hourly craft wage, adjusted to allow for the offeror's work force productivity, (i.e. the Contractor's estimate of how his/her work force will perform in relation to the applicable performance standards); and all costs for pre-expended bin materials and supplies, profit, tools, equipment, field and home office overhead, clerical support, supervision, overtime, inspection, fees, taxes, licenses, permits, insurance, etc. In short all costs associated with providing a specific standard hour of effort. The unit price will not include the time mark up for travel, job preparation, additional material handling, and delay allowances.

Maintain. To keep a piece of equipment of a building in an efficient and a usable condition through the use of Service Calls or Preventive Maintenance.

Maintenance. The day-to-day, periodic, scheduled and unscheduled work required to preserve or restore a facility or equipment to a condition that it can be effectively utilized for its designed purpose. It includes work to prevent damage or the deterioration of equipment or a facility that otherwise would be more costly to restore or require replacement if not attended to.

Overhaul. The dismantling and rebuilding of an equipment item or a component thereof with new or rebuilt components to effectively extend the life of the equipment or component to its original condition.

Performance Requirements Summary (PRS). A tabular summary of contract requirements itemized by work requirements (tasks), weights, and standards of performance which is used by the Government to assess monthly Contractor performance and is the **primary basis** for deducting for partially performed, unsatisfactorily performed and non-performed work. See Attachment J-C2.

Post. A station or task to which guards are assigned.

Preventive Maintenance. Preventive Maintenance is recurring, routine work at prescheduled intervals and includes but is not limited to: cleaning, lubricating, inspection, repair, replacement of expendable parts, adjustments, minor corrections and similar work, that can be identified by work description and frequency.

"Provided". "Provided" is defined to mean in place, furnished and installed, ready for use.

Quality Assurance (QA). A program undertaken by the Government to evaluate certain attributes of products and services it procures (based on the application of prespecified standards to pre-identified performance indicators), to record such evaluations, and to recommend or effect remedial contract administrative action.

Quality Control (QC). A method used by the Contractor to control quality of goods and services provided and to ensure the desired level of output quality is maintained.

Relamping. A procedure by which the Contractor periodically inspects the perimeter fence line and each building included in this contract in order to systematically replace burned out and /or blinking fluorescent tubes and incandescent bulbs.

Repair. Repair is the restoration of a component of equipment, a system or a real property facility to such condition that it may be effectively utilized for its designated purposes. Repair may be overhaul, reprocessing or

replacement of all damaged constituent parts or materials that have deteriorated by action of the elements or usage and have not been corrected through maintenance. Total replacement of equipment or systems within the Service Call limit is also considered repair.

Response or Respond. In relation to service call work, response or respond means being at the jobsite with applicable tools, materials and equipment ready to perform the work.

Rework. Correction, as required, of those maintenance deficiencies which are due to poor workmanship, failure during warranty period, use of unauthorized materials or supplies, or neglect.

Service Call Work. Work that involves unscheduled minor repair or maintenance work that is identified by the activity and is expected to be responded to and completed within a definite time limitation.

Snow Clearing. Includes but is not limited to: removing snow and snow drifts, removing ice build-up with appropriate tools and equipment and salting with an acceptable salt/sand mixture.

Space. A space is an area to receive custodial services, which may or may not be considered a room by common definition. Some examples of space are definable sections of hallways, lobbies, offices, and entrances,

Specific Repair. Specific repair is work which involves a cost per occurrence which exceeds the established limits for service call work but which is within a specific maximum total cost limit established by the Government. Specific repair is individually ordered by the Contracting Officer or Ordering Officer on a Task Order and is paid for as Negotiated Non-Recurring work.

Standard Operating Procedures (SOP). Administrative manual defining routine and standard procedures for handling situations and matters pertaining to posts and guard service requirements.

Task Order (TO). A task order is a document (Form DD 1155) issued to the Contractor authorizing Non-Recurring work and identifying the funding appropriation data for each occurrence. The Task Order, DD 1155, will be used to order Non-Recurring work. A sample Task Order is shown in Attachment J-C12.

Timeframes Addressed in Number of Days. When timeframes are addressed in number of days in this contract, "calendar" days shall be applied unless "working" days are specifically stated.

Trash. Refuse and other discarded solid materials resulting from commercial, industrial, residential, and community activities. It does not include hazardous materials, explosive and incendiary materials, infectious/medical materials, solids or dissolved materials in domestic sewage, or other significant pollutants in water resources such as silt, dissolved or suspended solids in industrial waste, water effluents, dissolved materials in irrigation return flow, or other common water pollutants.

Trash Containers. Trash containers are defined as trash receptacles, wastebaskets, trashcans, wastepaper baskets, ashtrays, or any container holding trash.

Travel Time. Time expended between shop and the job site; waiting for vehicle; getting in and out of vehicle; loading and carrying a tool box; vehicle travel; unloading; walking from vehicle to job site; opening and closing door; walking up and down stairs; using elevators; and access to secure or controlled areas.

Work Schedule. A work schedule is a written document submitted to the Contracting Officer which indicates how and when the Contractor intends to accomplish a particular portion of the work which will require coordination with the Contracting Officer for facility use, access and task verification.

GOVERNMENT FURNISHED PROPERTY AND SERVICES

In accordance with FAC 5252.245-9300, GOVERNMENT FURNISHED PROPERTY, MATERIALS, AND SERVICES (DEC 1994)" clause, Section I, the Government will furnish or make available to the Contractor certain Government owned facilities, equipment, materials, and utilities for use only in connection with this contract. The use of Government furnished property and services for other purposes, is prohibited. All such facilities, equipment, and materials will be provided in "as is" condition.

Government Furnished Facilities: The Government will provide the Contractor the use of the Guard House located at the Main Gate into the compound and for the Caretaker of the Northeast Arm Recreation Center Site.

Government Furnished Equipment: None.

Government Furnished Material: None.

Availability of Utilities: Utilities (i.e. water, electricity)

CONTRACTOR FURNISHED ITEMS

Except for items listed in paragraph C.3, the contractor shall provide all facilities, equipment, materials, tools, and services to perform the requirements of this contract. The Contracting Officer may require samples of materials to be used in work performed under this contract. The Contractor shall assure all required materials and parts are readily available for maintenance of all structures and facilities and their installed systems and equipment within the specified performance requirements time. The Contractor shall secure and maintain the necessary office space and other facilities required for the performance of this contract at his/her own expense.

Equipment Requirements. Materials and supplies procured by the Contractor shall meet the specifications, standards, and manuals listed in these specifications. The Contracting Officer may require test data showing that any materials or supplies procured by the Contractor meet the specifications. If the quality of an item is not specified, it shall be of acceptable industrial grade and quality, equal to or better than the manufacturer's original and will be compatible with existing systems.

Administrative Equipment. The Contractor shall furnish all administrative equipment, supplies, file cabinets and miscellaneous office equipment at no additional cost to the Government to fulfill the administrative functions of this contract.

Communication Equipment / Telephones. The Contractor shall provide all communication equipment necessary to perform the services of this contract at no additional cost to the Government. Within ten (10) days after award of this contract and immediately thereafter in event of change, the Contractor shall provide a local toll free telephone number that is answered by Contractor personnel, 24 hours per day, 7 days per week at which he can be notified of routine and emergency work requirements. Tape recordings or answering devices or services are not authorized. The Contractor shall pay for charges and fees for commercial telephone equipment in Government furnished facilities utilized by the Contractor.

MANAGEMENT

The Contractor shall manage the total work effort associated with the work required herein to assure fully adequate and timely completion of these services. Included in this function is a full range of management duties including, but not limited to, planning, scheduling, report preparation, establishing and maintaining records, and quality control. The Contractor shall provide an adequate staff of personnel with the necessary management expertise to assure the performance of the work in accordance with sound and efficient management practices. The Contractor shall have a supervisor assigned to the contract, who shall be knowledgeable of the detailed requirements of this contract. The supervisor shall be immediately available to the Contracting Officer during the Contractor's scheduled working hours by means of a paging or telephone system accessible toll free from the Argentia area. The Contractor shall maintain an adequate workforce to complete work in accordance with the time and quality standards specified herein.

Work Control. The Contractor shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking 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 status reports shall be provided when requested by the Contracting Officer. The status of any item of work must be provided within 2 hours of the inquiry during regular working hours.

Work Schedule. The Contractor shall schedule and arrange work so as to cause the least interference with the normal occurrence of Government business and mission. In those cases where some interference may be essentially unavoidable, the Contractor shall make every effort to minimize the impact of the interference, inconvenience, equipment downtime, interrupted service, customer discomfort, etc. All work schedules shall be submitted for approval to the Contracting Officer. Once approved, all work shall be performed in compliance with the work schedule to facilitate the Government's inspection of the work. Change to the work schedule shall be submitted for the Contracting Officer's approval at least three working days prior to scheduled performance. Whenever nonessential services have been scheduled on a holiday the services shall be performed on the following working day. The Contracting Officer must approve all unscheduled work. In preparing the work schedule, the Contractor shall comply with the following:

Annual Work Schedule. Prior to contract start date and within 15 days after the Government's notice of exercising an option, the Contractor shall submit to the Contracting Officer an annual schedule of planned performance of work in a format acceptable to the Contracting Officer. The schedule shall indicate by month, all services to be performed, the frequency of the services, and the location. In preparing the annual work schedule, the Contractor shall comply with the following requirements:

Indicate the week that monthly, quarterly, and annual work shall be performed.

Monthly Work Schedule. The Contractor shall develop and submit a monthly work schedule to the Contracting Officer for approval five (5) working days before the start of the scheduled month. The initial monthly schedule format must be submitted to the Contracting Officer for approval before contract start. The monthly schedule shall identify all work including work ordered under the Non-Recurring Work portion of the contract. The schedule shall identify Non-Recurring work by task order or job order number and title, and indicate the schedule start and completion dates. Scheduled services shall be identified with the date of performance indicated. Changes or additions to any job that prevent the Contractor from completing the work on time or which change the scope of the work shall be reported to the Contracting Officer. Monthly invoices not containing the required monthly working schedules will be considered incomplete and returned to the Contractor.

Protection of Government Property. During execution of the work, the Contractor shall take special care to protect Government property. The Contractor shall return areas damaged as a result of work under this contract to their original condition, to include painting, refinishing, or replacement, if necessary.

Staffing. The Contractor shall continuously maintain an adequate staff with suitable management expertise to assure work is scheduled and completed in accordance with these specifications. The Contractor shall maintain an adequate craft work force to complete work in accordance with the time and quality standards specified.

RECURRING WORK REQUIREMENTS

The Contractor shall perform all inspections, tests, maintenance, and repairs, in accordance with the manufacturer's recommendations, and the specifications contained herein. The contract requirements listed below shall be performed in accordance with the Performance Requirements Summary (PRS) in Attachment J-C2.

Service Calls (ELINs A00101, A00301, A00501, A00701 & A00901). The Contractor shall perform all service call work within the Recurring Work portion of the contract. A service call is defined as an unscheduled small work item of a one-time nature typically issued to correct or repair a minor structural, mechanical (including plumbing) or electrical deficiency, requiring little detailed management control, and which is not projected to exceed either 16 craft hours or \$500 in Contractor provided material costs. For example, if a service call is begun, in order to remain a service call the number of labor hours cannot exceed 16 hours nor can the amount of materials and equipment spent for the service call exceed \$500.00. **The responsibility to perform work under a single service call ends when the Contractor notifies the Contracting Officer that the call is estimated to exceed either the labor limit or the material limit specified. Any effort expended and costs incurred by the Contractor prior to such notification is considered part of the original service call and will not be applied toward any Negotiated Non-Recurring work which may result.** Service calls may require a combination of two or more trades. Service calls may also be issued to include, but not be limited to; perform minor construction; provide locksmith services; provide pest control services; mark locations of buried utilities; assisting in inventories; assisting survey teams; performing general cleanup, assembling, providing and supporting temporary structures, all maintenance and repair, and utility installations for base functions and other services. The Contractor shall receive service calls from the Contracting Officer during normal working hours by phone at a toll-free phone number. The Contractor may generate service calls 24 hours a day, seven days a week, while performing regular duties under this contract. The Contractor shall be responsible for screening, assigning a service call number and classifying service calls as emergency or routine.

The Contractor shall receive, identify, classify service calls and issue service call work in accordance with the criteria specified below. The service call shall be documented on a form developed by the Contractor. The Contractor shall determine which work is within the scope of this contract. The Contractor shall issue service calls 24 hours per day, seven days a week.

The completed service call form shall contain the following information:

- Detailed description and location of actual work
- Material description, quantity and cost of materials (retail cost)
- Date and time service call received (verbal notification is applicable)
- Date and time Contractor completed required work
- Signature of person who performed the work
- Actual labor hours expended at the job site

The Contractor shall submit two (2) copies of the completed chit to the Contracting Officer within two (2) working days after completion of work.

Service calls shall not be combined in order to claim a beyond service call scope condition. The Government reserves the right to upgrade or downgrade service call classifications. A historical summary of service calls can be found in Attachment J-C3. This data is provided for informational purposes only.

Emergency Service Calls. Services calls will be classified by the Contractor as an emergency call when the work consists of correcting failures which constitute an immediate danger to personnel or threaten to damage property or equipment or when the work does not immediately endanger personnel or property, but would soon inconvenience and affect the health or well being of personnel. Emergency service call requirements are as follows:

Response Time. Emergency calls shall be responded to on-base 24 hours per day, 7 days per week, 365 days per year within one (1) hour of receiving the call.

Completion Time. Once work has begun on an emergency service call, the Contractor shall continuously pursue the work until the emergency is arrested and reduced to a status equivalent to a routine service call. Each emergency call shall be completed within a total of five

(5) working days of notification, with the following exception: if the Contractor determines that the total work hours, materials, parts or equipment needed to complete the call will exceed the service call limitations, he shall, after arresting the emergency, prepare an estimate of the total work needed to fix the problem. The estimate shall be submitted to the Contracting Officer within 2 working days after the problem is initially arrested and shall include labor and material cost estimates in accordance with the Preparation of Estimates paragraph C.8.c(2) and a detailed description of the remaining work required. If the Contracting Officer agrees with the estimate, the remaining work will be upgraded from a service call to work covered by the Negotiated Non-Recurring Work portion of the contract. When work is upgraded to be accomplished under the Negotiated Non-Recurring Work portion of the contract, the Contractor will be paid only for the amount of remaining work. If the Contracting Officer does not agree the work exceeds the limits of a service call, the Contractor shall complete the work under the original service call and within the original five (5) working day time limit.

Quality of Work. The Contractor shall work continuously without interruption to arrest the emergency condition, protect personnel, prevent further equipment damage, and control hazardous conditions. Where facilities are affected, the Contractor shall service or repair the item or equipment to return it to its proper operating condition, that allows for continued operation of the equipment or facility without mission disruption.

Fire Alarms. At the start of the contract, the Contractor shall set up the fire alarm systems, so the fire alarms will notify the Contractor whenever a fire alarm is triggered. The fire alarms shall sound in the Guard House and at a location where the Contractor can respond, when the guard is not on duty. The Contractor shall respond to all fire alarms, 24 hours a day, seven days a week. The Contractor shall respond to fire alarms within 30 minutes of notification. Upon responding the Contractor shall check the entire facility for any possible signs of a fire. There is one fire alarm system located in the TE Building .

In the event of a fire, the Contractor shall immediately contact the local fire department and the Contracting Officer. The Contractor shall remain near the Main Gate to direct the responding fire department to the endangered facility.

In the event of a false alarm, the Contractor shall secure and reset the fire alarm, and investigate the reason for the false alarm. The Contractor shall perform corrective action to prevent a reoccurrence of this false fire alarm.

Routine Service Calls. **Service calls will be classified as routine calls when the work does not qualify as an emergency call. Routine calls will include, but are not limited to: installing insulation, relamping fixtures, repairing leaking pipes, dripping faucets, repairs to door and window hardware and screening, replacement of broken or missing tiles, roof leaks, repairs, moving, administration services/supplies or installation of equipment or furnishings; etc.**

Response Time. Routine calls shall be responded to during normal working hours and within two (2) working days after receiving the call from the Contracting Officer.

Completion Time. All routine calls shall be completed within five (5) working days of notification, with the following exception: If the Contractor determines the total work hours, material, parts or equipment needed to complete the call will exceed the service call limitations, the Contractor shall prepare an estimate of the total work needed to fix the problem. The estimate shall be submitted within two (2) working days after the initial response and shall include labor and material cost estimates in accordance with the requirements specified in paragraph C.8.c(2). If the Contracting Officer agrees with the estimate, the work will be upgraded from a service call to work covered by the Negotiated Non-Recurring Work portion of the contract. When work is

upgraded to be accomplished under the Negotiated Non-Recurring Work portion of the contract, the Contractor will be paid only for the remaining amount of work. If the Contracting Officer does not agree the work exceeds the limits of a service call, the Contractor shall complete the work under the original service call and within the original five (5) working day time limit.

Quality of Work. Routine service calls shall be completed in an efficient manner in accordance with industry standards. Where facilities are affected, the Contractor shall service or repair the item or equipment to return it to its proper operating condition.

Guard Services (ELINs A00102, A00302, A00502, A00702 & A00902). The Contractor shall furnish Guards services in accordance with the requirements specified herein.

Standard Operating Procedures (SOP). **The Contractor shall comply with the SOP as specified in Attachment J-C5. Services shall include the following:**

Deter and report unauthorized personnel or vehicular entry into areas designated by the Contracting Officer.

Deter and report the damage, pilferage, removal, secreting, misappropriation, misuse, larceny, theft, or other improper or unlawful threats to, or disposition of, Government or personal property or acts of espionage, sabotage, or wrongful destruction within the designated area(s).

Endeavor to prevent the occurrence of fires, explosions, collapses, and other catastrophes. In such an event, the Contractor shall summon appropriate response forces and then notify Government personnel as identified in the SOP; assist in minimizing the effects thereof; and assist in restoring the area to a safe condition.

Safeguard personnel, deter the commission of crimes against persons, summon appropriate response forces, and assist those response forces as required.

Deter and report violations of base regulations, and enforce parking regulations, as required.

Provide proper documentation and reports of all incidents and investigations.

Provide an on-call contingent of accepted guard force personnel to quickly and decisively back up any Contractor employee confronted with a situation requiring additional personnel.

Receive, secure, issue, and account for all keys issued to the Contractor or placed under the Contractor's control.

Provide fixed post guards with a roving patrol as part of those duties.

The Contractor shall maintain a current copy of the SOP at the guard post. A detailed review of the SOP shall be provided as part of each employee's initial training, and each time the SOP is modified. No employee shall be assigned to duty unless he/she is thoroughly knowledgeable of and understands the SOP. The SOP will be modified periodically in accordance with the "CHANGES" clause, Section I, to reflect required changes in the Government's guard services policies and procedures.

Records and Reports. **The Contractor shall maintain records and prepare reports as set forth in Attachment J-C5, "GUARDS SERVICE STANDARD OPERATING PROCEDURES (SOP)". A**

copy of all reports shall be maintained on-site and available for inspection by the Government at all times. From time to time, the Contractor's employees may be required to make written and oral statements to the Naval Criminal Investigative Service, or other agencies due to the nature of a particular incident. Any written statements provided shall be considered a report under the terms of the contract. All records and copies of reports shall be turned over to the Contracting Officer within five (5) calendar days after contract completion.

Supervision The Contractor shall ensure that the post is manned as required, that employees present a neat appearance, and that each employee is familiar with their post and duties.

Standards of Conduct. The Contractor shall maintain satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action against his/her employees as may be necessary. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, the U.S. Navy, and the Federal Government. The Government reserves the right to direct the Contractor to remove an employee from the work site for failure to comply with the standards of conduct. The Contractor shall initiate immediate action to replace such an employee to maintain continuity of services at no additional cost to the Government.

Appearance. The Government requires a favorable image and considers it to be a major asset of a protective force. The employee's attitude, courtesy and job knowledge are influential in creating a favorable image. However, most people form an opinion by the appearance of the employees.

Neglect of Duties. Neglect of Duties shall not be condoned, this includes sleeping on duty, unreasonable delays or failure to carry out assigned tasks, conducting personal affairs during duty hours, and refusing to render assistance or cooperate in upholding the integrity of the work site security.

Disorderly Conduct. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities that interfere with normal and efficient Government operations.

Intoxicants. The Contractor shall not allow any employee (while on duty) to possess, sell, consume, or be under the influence of intoxicants, drugs, or substances that produce similar effects.

Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include, but are not limited to, the following:

Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records.

Unauthorized use of Government property, theft, vandalism, or immoral conduct.

Unethical or improper use of official authority or credentials.

Misuse of weapons.

Security violations.

Uniforms. The guard force personnel will not be required to wear a uniform; however, the guard force should present a favorable public image. The Contractor may wish to provide his guard force personnel with uniforms, but it is not required. An appropriately lettered breast badge shall indicate the jurisdiction from which authority, if any, is obtained. Shoulder patches with Contractor

identification and not larger than 4 1/2 inches by 4 1/2 inches shall be worn on the left shoulder. No other Contractor identification is to be worn or displayed. Each employee shall be issued the following items by the Contractor:

Name tag (over left breast pocket)

Handcuffs, key, and pouch

Baton (police regulation type) and holder

Flashlight and batteries (producing light equal to or greater than a flashlight with 2 "D" cell batteries)

Whistle

Shoes and safety helmets that meet ANSI 289.1-1969

Communications. The Contractor shall furnish all telephone equipment so that each employee on duty may be immediately contacted by the Contractor's base station. While performing a roving patrol, the guard should be equipped so they can immediately call for emergency help in case of trouble. No Citizen's Band, etc. shall be used.

Key/Combination Control. The Contractor shall receive, secure, issue, and account for all keys or combinations issued for access to buildings, offices, equipment, gates, etc. for the purposes of this contract. Prior to starting work, the Contractor shall sign a receipt for all keys / combinations issued by the Government. The Contractor shall maintain records, to be made available to the Contracting Officer upon request, that show how many keys are in existence, in whose possession they are, and who has knowledge of and/or access to combinations. Keys shall not be duplicated without the Contracting Officer's prior approval.

Personnel Requirements.

Physical Fitness Program. The Contractor shall ensure all guard force employees maintain physical fitness allowing them to continuously meet the physical requirements of their duties.

Authority. The Contractor personnel shall have authority to detain and / or make arrests shall be that of private citizens as defined by the laws of Newfoundland, Canada. Each member of the guard force shall be under a duty by virtue of his / her employment under this contract to exercise that authority in the manner directed by this contract, including the SOP. However should the guard see any possibility of trouble, they should contact the local law enforcement agency for immediate assistance.

Employment Suitability and Qualifications. Prior to assignment to the Contractor's guard force, an individual shall meet the following suitability criteria. Employees not assigned to the guard force shall satisfy the requirements of the "CONTRACTOR EMPLOYEES" clause, Section C.

Education. Possess a high school diploma or equivalent, or pass an equivalent performance examination designed to measure basic job-related mathematical, language, and reasoning skills. Possess the knowledge and ability to perform all required guard services duties. Must be able to read, write, and speak English.

Felony Convictions. Have no felony convictions and no convictions that reflect on the individual's reliability.

Age. Be 21 years of age or older.

Physical Qualifications. Pass a physical examination given by a licensed physician or health care professional prior to assignment and yearly thereafter. Two copies of a written certification for the examining physician that the employee meets the following physical qualifications shall be provided to the Contracting Officer following each examination. The following physical requirements apply for all guard force personnel:

(A) Vision.

a. Distant visual acuity in each eye shall be correctable to 20/30 (Snellen or equivalent) in the better eye and 20/40 in the other eye with eyeglasses or contact lenses. If uncorrected distance vision is not at least 20/40 in the better eye, the individual shall carry an extra pair of corrective lenses. Near visual acuity, corrected or uncorrected shall be at least 20/40 in the better eye. Field of vision must be at least 70 horizontal meridian in each eye. The ability to distinguish red, green and yellow colors is required. Loss of vision in one eye is disqualifying. Glaucoma shall be disqualifying unless controlled by acceptable medical or surgical means, provided such medications, as may be used for controlling glaucoma do not cause undesirable side effects which adversely affect the individual's ability to perform assigned security job duties, and provided the visual requirements stated above are met. On-the-job evaluation shall be used for individuals who exhibit a mild color vision defect.

b. Where corrective eyeglasses are required, they shall be of the safety glass type.

c. The use of corrective eyeglasses or contact lenses shall not interfere with an individual's ability to effectively perform assigned security job duties during normal or emergency operations.

(B) Hearing.

a. Individuals shall have no hearing loss in the better ear greater than 30 decibels average at 500 Hz, 1,000 Hz and 2,000 Hz, with no level greater than 40 decibels at any one frequency (by ISO 389 "Standard Reference Zero for the Calibration of Purtone Audiometer" (1975) or ANSI S3.6-1969 (r. 1973) "Specifications for Audiometers").

b. A hearing aid is acceptable provided suitable testing procedures demonstrate auditory acuity equivalent to the above stated requirement.

c. The use of a hearing aid shall not decrease the effective performance of the individual's assigned guard duties during normal or emergency operations.

(C) **Conditioning.** Each guard service employee shall be in good physical condition; be able to protect themselves and others; and withstand sudden emotional stress and physical exertion in apprehension of suspects and violators.

(D) **Diseases.** Individuals shall have no established medical history or medical diagnosis of epilepsy or diabetes. Where such a condition exists, the individual shall provide medical evidence that the condition can be controlled with proper medication so that the individual will not lapse into a coma or unconscious state while performing assigned guard services duties.

(E) **Addiction.** Individuals shall have no established medical history or medical diagnosis of habitual alcoholism or drug addiction. Where such a condition has existed, the individual shall provide certified documentation of having completed a rehabilitation program which would give a reasonable degree of confidence that the individual would be capable of performing assigned guard services duties.

(F) **Other Physical Requirements.** An individual who has been incapacitated due to serious illness, injury, disease, or operation, which could interfere with the effective performance of assigned guard services duties shall, prior to resumption of such duties, provide medical evidence of recovery and ability to perform such duties.

Training. All guard force personnel shall be trained in accordance with the requirements of OPNAVINST 5530.14C. A summary of these training requirements is included in Attachment J-C5. The Government reserves the right to revise this instruction during the contract period. If such revision materially affects the time or cost of performance under this contract, a modification will be processed in accordance with the "CHANGES" clause, Section I.

Training Plan.

(A) Within 10 calendar days after contract award, the Contractor shall submit three copies of his/her proposed training plan to the Contracting Officer for review and approval. The training plan shall include the following, at a minimum, for Phase One, and Phase Two Training Requirements:

a. Name and location of training facility(ies).

b. If training facility is not an institute accredited to provide such training, names and qualifications of instructors.

c. Dates and Times training courses are to be presented.

(B) The Government reserves the right to reject the training plan if it determines that training facilities are inadequate and/or instructors are not qualified to provide such training. If the training plan is rejected, the Contractor shall submit a new training plan within 10 calendar days. Failure to submit an acceptable training plan may be grounds for termination for default of this contract. Revisions to the approved training plan shall be submitted to the Contracting Officer for review/approval within five calendar days of such revision. In the event of personnel turnover, new Contractor employees must complete training under the Contractor's then current training plan. The

Government reserves the right to audit all or part of Contractor provided training courses.

Specific Requirements.

(A) **Phase One Training.** Each member of the guard force shall successfully complete a minimum of 19 hours of Phase One training on the subjects specified in OPNAVINST 5530.14C, Appendix VIII, within 30 calendar days after their assignment to duty for this contract. A summary of Phase One training requirements and the minimum number of hours which must be spent on each topic is included in Attachment J-C5. The Contractor shall certify in writing to the Contracting Officer prior to the contract start date, that assigned employees have satisfactorily completed instruction in each of the required subjects, or have equivalent training by virtue of previous training and/or experience. This certification shall list employees by name and shall include evidence of previous training and experience, if any. A similar certification shall be provided for each new employee within 30 calendar days after they begin work.

(B) **Phase Two Training.** Each member of the guard force shall receive a minimum of eight hours of Phase II refresher training annually, as specified in OPNAVINST 5530.14C, Appendix IV. A summary of Phase II training requirements is included in Attachment J-C5.

Lack of Training. If the Contracting Officer determines that Contractor employees do not, in fact, possess required Phase I training and qualifications; or, if employees fail to successfully complete annual requalification, and annual Phase II training, the Contracting Officer will direct the Contractor to immediately remove such employee from duty and provide qualified replacements at no additional cost to the Government. If the Contractor fails to provide such replacements, the Government may exercise one of its options under the "CONSEQUENCES OF CONTRACTOR'S FAILURE TO PROVIDE REQUIRED SERVICES" clause, Section E, or may exercise other options available through other provision of this contract.

Continuous Employee Observation / Evaluation. The Contractor shall arrange for continuous supervisory observation and evaluation of all guard force personnel and take appropriate corrective measures for all indications of emotional instability noted in the course of performing assigned guard services duties.

Personnel Security Clearance Requirements. **All Contractor employees assigned to perform guard services under this contract must pass a favorable background check in by the Royal Canadian Mounted Police (RCMP). The Contractor shall provide necessary information to, and complete all forms requested by the RCMP for the purpose of initiating this check. Before assigning any employee to guard duties, the Contractor must possess a letter from the RCMP indicating that the check on that employee is favorable.**

Work Requirements.

Schedule. The Contractor shall supply Guard Services during the specified times and in accordance with this specification.

Normal Operations. During normal operations, the Contractor shall provide Guard Service in accordance with the schedule as shown in Attachment J-C4.

A. **First Shift (0800-1600).** On the first shift on Saturday and Sunday, the guard shall man the Main Gate, Guard House. At least once during the shift, the guard shall perform an inspection of all the buildings, 856, 857, and 858. The guard shall check to ensure that every exterior door in every building is secure.

B. **Second Shift (1600-2400).** On the second shift of every day, the guard shall report for at least two hours during the shift. The Contractor shall randomly select a different two hours during the shift for each night to perform this function. The Contractor shall be careful in selecting the hours, so that a regular pattern is not established. The guard shall perform an inspection of all the buildings. For this inspection, the guard shall check to ensure that every exterior door in every building is secure. The guard force personnel shall check for all burned out lights on the perimeter fence line of Building 857. They shall check its perimeter fence line for unauthorized entry (attempted or actual), missing posts, damaged fencing, etc. The guard shall perform a walk-thru of every building, checking for signs of unauthorized entry, new roof leaks and major changes in building temperatures. While such checks are primarily to detect unsecured facilities, the guard force personnel shall also immediately report fire, flooding, or other condition that could result in damage to buildings/equipment or injuries to personnel. The guard shall report any new of unusual findings to the Contracting Officer.

C. **Third Shift (0000-0800).** On the third shift, the guard shall report for at least one hour during the shift Monday through Thursday and two hours on Friday, Saturday and Sunday. The Contractor shall randomly select a different hour during the shift for each night to perform this function. The Contractor shall be careful in selecting the hours, so that a regular pattern is not established. The hours on the Third Shift shall not immediately follow the second shift. The guard shall perform an inspection of all the buildings. For this inspection, the guard shall check to ensure that every exterior door in every building and trailer is secure.

Contract Specialist on vacation or out of the office for any reason. While the Contract Specialist is on Vacation or is out of the office for any reason (i.e. sick, personal leave, training, etc.), the Contractor shall provide Guard Service at the Main Gate in accordance with the schedule as shown in Attachment J-C4. The duties shall remain the same as the Normal Operation. The only exception shall be when the Contract Specialist is on vacation. The first shift, Monday – Friday shall be manned for the complete shift. The Contract Specialist is expected to be out of the office for approximately 40 working days per year. The Contractor may be notified up to one hour in advance of this requirement. For periods of over three days, the Contracting Officer shall notify the Contractor at least 5 working days in advance. If at the end of the contract period, these days have not been used up, the balance may be ordered individually or the Contracting Officer may make an equitable deduction to the contract price.

Entry Control. The Contractor shall deter unauthorized personnel, property, or vehicles from entering into the area(s) defined in the SOP. All entry / exit control guards shall be equipped with telephones and shall be capable of making immediate contact with the Contractor's base station at all times. Authorized personnel or vehicles shall be allowed entry within two minutes after arrival.

Exit Control. The Contractor shall comply with the SOP regarding detention of persons or property, and shall ensure that any person(s) attempting to take Government property off the installation has permission of the Contracting Officer.

Perimeter Fence Line. The Guard shall once per week perform a roving check of the perimeter fence lines. The Contractor shall check for missing, damaged or compromised fence sections. The Guard shall report any new findings to the Contracting Officer within the next working day.

Miscellaneous Services.

Complaints / Threats. The Contractor shall receive complaints from any person concerning security, safety, or law enforcement within the Government's jurisdiction. Such complaints shall be promptly reported to the local police (Royal Canadian Mounted Police (RCMP)) and the Commander, Undersea Surveillance (CUS) Command/Tactical Watch Officer at commercial phone number (757) 492-4800 or (757) 492-4803 or the (CUS) Staff Duty Officer (757) 544-0158 for resolution and disposition. The Contractor shall endeavor to deter crimes against persons without waiting for a specific complaint, while immediately notifying the local law enforcement. Response to bomb threats shall be in accordance with the SOP.

Contingencies. The Contractor shall provide an employee recall system with the capability of contacting and recalling a minimum of two off duty acceptable guard force personnel. Personnel shall be on-site within twenty minutes of the Contractor's receipt of the Contracting Officer's recall authorization. Situations that may result in recalls, include riots, civil disturbances, or other large gatherings of people where, in the opinion of the Contracting Officer, a threat exists to life and property. Compensation for any such recall shall be in accordance with the "CHANGES" clause, Section I.

Custodial Service (NAVY Site: ELINs A00103, A00303, A00503, A00703 & A00903) . The Contractor shall provide the following custodial services to the Naval Facility Argentia's Navy Site. Exact locations and frequencies are listed in Attachment J-C16:

Vacuum Carpet. The Contractor shall vacuum the carpet to ensure they are free of loose soil and debris.

Shampoo Carpet. Prior to shampooing, the carpet shall be vacuumed free of all loose soil and debris. Carpet shall be shampooed free of streaks, stains, and spots, and shall have a bright uniform color. Shampooing shall be done by water extraction method. After drying, furniture or other equipment moved for shampooing shall be returned to their original positions.

Sweep/Dust Mop Floors. The Contractor shall sweep/dust mop floors to ensure they are free of loose soil and debris.

Damp Mopping Floors. The Contractor shall damp mop floors to ensure they are clean and free of streaks, stains and spots.

Replace Paper Towels. The Contractor shall check the paper towel dispenser to ensure there is enough paper towels until the next service period at locations and frequencies are listed in Attachment J-C16. Paper towels shall suit the existing paper towel dispenser and shall conform to Federal Specifications UU-T-591. Approximate size of roll of paper towel shall be 4 1/2" diameter and 11" wide, commercial grade, highly absorbent, wet strength type. Factory reject type paper shall not be used in this contract. Towels shall be delivered in unopened cartons.

Empty Trash Cans. The Contractor shall empty trash cans and ensure they are clean and sanitary. Soiled plastic liners shall be replaced.

Clean and Service Restrooms. The Contractor shall clean and service all restroom in accordance to the frequencies listed in Attachment J-C16.

Clean Restrooms. The Contractor shall clean all the restrooms. Restroom fixtures, including water closets, urinals, lavatories, and sinks shall be washed inside and outside utilizing a disinfectant, and shall be free of stains and odors. Pumice sticks and an approved toilet bowl cleaner shall be used to remove stains from urinals and water closets. Brushes, sponges, and cloths that have been used to clean any other part of the restroom (including water closets, urinals, walls, floors, and partitions) shall not be used to clean lavatories or sinks. Floors shall be swept/dust mopped free of dirt and mopped with a disinfectant. Partitions, walls, and doors shall be cleaned free of dirt, stains, and graffiti. Mirrors shall be cleaned and polished. All metal fixtures and hardware shall be cleaned. Waste containers shall be emptied, disinfected, and plastic liners replaced.

Service Restroom. After cleaning, the Contractor shall service all the restrooms. Servicing the restroom shall include inspecting, replenishing, and cleaning supply dispensers. Restroom supplies shall include, but are not limited to, paper towels, toilet tissue, and soap. The Contractor shall stock the restroom with sufficient supplies to insure that the supplies will last until the next scheduled service. If dispensers become empty before the next scheduled servicing, the Contractor shall replenish them at no additional cost to the Government.

Miscellaneous Cleaning. The Contractor shall clean the countertop, stove, refrigerators and the microwaves twice (2) a year. All interior and exterior surfaces shall be free of stuck on food, stains, molds and dust.

Grounds Maintenance (ELINs A00104, A00304, A00504, A00704 & A00904). All grassed areas as shown in Attachment J-C6. (approximately 6 acres) shall be cut at a uniform height of three (3) inches once per month during the months of May, September and October and two times per month (14 to 16 days between cuttings) during the months of June, July and August. Grass cutting is to be accomplished in a manner such that it is free from scalping, rutting, bruising, uneven and rough cuttings. Grass clippings shall be removed from the grassed areas the same day the grass is cut and shall be disposed of off-station. Prior to cutting, the Contractor shall remove all debris within the maintenance area and shall include debris lodged in fences, along foundation walls, and the Contractor shall dispose all debris off-station.

One time per year during October, all vegetation, including trees, bushes vines and vegetation on the fence, shall be cut within four (4) feet of the inside and outside of the perimeter fence of U. S. Naval Facility, Argentia. Vegetation shall be no higher than three (3) inches high. Vegetation shall be removed from the cut area the same day and shall be disposed of off-station.

Snow and Ice Removal (NAVY Site: ELINs A00105, A00305, A00505, A00705 & A00905) . The Contractor shall provide snow and ice removal services from areas as shown in Attachment J-C8, under the

Recurring Work Items portion of the contract. Attachment J-C7 provides the total “estimated” square yardage of surface area for snow and ice removal services required for each occurrence. The Contractor shall ensure all roadways and walkways, parking areas including hydrant locations are free of snow and ice, and shall be in a condition, which is safe for pedestrian and vehicular traffic. Snow and ice removal services shall be completed before 8 AM of each day. The Contractor shall clear snow/ice from surfaces according to the priority assigned in J-C7. With 1 being the highest priority and 6 being the lowest priority. The Contracting Officer may order additional snow and ice removal throughout the day, these services shall be completed within one hour of the request. Snow and ice shall be removed from the full width of the roadways, sidewalks, and parking areas. The Contractor shall treat blowing and drifting snow as precipitation from a regular snowfall, and shall clear away drifting snow from the specified areas of responsibility at no additional cost to the Government. The Contractor shall be required to perform snow clearing and removal services any time, 24 hours per day, seven days per week. In the event the Contractor fails to complete the snow clearing and removal service in the time allotted, liquidated damages shall be assessed in the amount of \$25.00 (U.S.) United States Dollars for each hour of delay in completing the work. Under no circumstances shall inadequate staffing or lack of proper equipment by the Contractor be an acceptable reason for not completing services on time. Should the Contractor be for any reason unable to provide any portion of this service, the Contracting Officer shall be contacted immediately and the Contractor shall describe at that time the measures being implemented to reinstate full service. Additional snow and ice removal above the Recurring Work quantity will be ordered through the Non-Recurring Work portion of the contract.

Snow and Ice Removal Services for roadways, walkways and parking areas.

The Contractor shall provide snow and ice removal, to grade, for all designated roadways, walkways and parking areas.

The Contractor shall apply salt to all designated roadways, walkways and parking areas upon completion of each snow and ice removal operation. The salt spreading shall be regulated with a mechanical spreader such that an even coverage is obtained over the entire width of the roadway and/or parking area.

The Contractor shall remove all snowbanks along roadways in excess of five (5) feet in height. The snow shall be disposed of on-site as directed by the Contracting Officer.

Snow clearing to and around fire hydrants

The Contractor shall provide snow clearing, to grade and to a minimum radius of six (6) feet around all designated fire hydrants.

The Contractor shall clear a sixteen (16) foot wide access, to grade, from all designated fire hydrants to the nearest roadway. Excessive amounts of salt shall not be used around fire hydrants, where applicable, to protect grass and soil from contamination.

The Contractor shall clear the access to and around fire hydrants with shovels or snowblowers in grass areas.

The Contractor shall remove all snowbanks around fire hydrants in excess of five (5) feet and dispose of the snow on-site as directed by the Contracting Officer.

Vehicles.

Vehicle Requirements. All vehicles used to perform the snow clearing and removal services shall meet the standards required by the laws and regulations of the local public authorities. All vehicles shall have up-to-date licenses and permits as required by local law. All vehicles shall conform to all Provincial Department of Transportation standards and requirements including certification of road worthiness. The Contractor shall provide the Contracting Officer

with a current copy of the "Certificate of Inspection" for all vehicles used. . All vehicles used in this contract shall be equipped with a flashing warning light and an audible warning device (horn), all in working condition.

Vehicle Maintenance. The U.S. Government reserves the right to inspect the Contractor's vehicles periodically, and to prohibit the use of any vehicle that has been found unsatisfactory or unsafe, until such conditions have been corrected. In such event, the Contractor must provide a replacement or substitute vehicle at no additional cost to the Government.

Operator Qualifications. Vehicle operators for this service must possess current and proper licenses. All fines and violations incurred by the operators and other Contractor personnel while in the performance of this contract requirement shall be the responsibility of the Contractor. Operators shall not consume any alcoholic beverages while operating a vehicle under this contract, nor shall they operate a vehicle while under the influence of alcohol. Operators suspected of being intoxicated shall be prevented from working on this contract. A replacement operator shall be provided within one hour of notification at no additional cost the U.S. Government.

Preventive Maintenance of Heating Units (NAVY Site: ELINs A00106, A00306, A00506, A00706 & A00906) . The Contractor shall perform Preventive Maintenance on Heating system as listed in Attachment J-C9. Preventive Maintenance shall be performed in accordance with paragraph C.7, Preventive Maintenance and the Preventive Maintenance checklist in Attachment J-C10. PMs of Heating systems shall be performed during the heating season. Space Heaters and baseboard Heaters shall be inspected at least once a quarter to make sure they are working properly.

Preventive Maintenance of Fire Alarm System/Fire Extinguisher. The Contractor shall perform Preventive Maintenance on the Fire Alarm Systems in accordance with paragraph C.7, Preventive Maintenance and the Preventive Maintenance checklist in Attachment J-C10. The Contractor shall annually inspect and certify eight (8) Fire Extinguishers on Navy Property.

NAVY Site (ELINs A00107, A00307, A00507, A00707 & A00907). **The Contractor shall perform Preventive Maintenance on the Fire Alarm Systems (16 Smoke Detectors and 30 Heat Detectors scattered throughout building 857M. The Contractor shall annually inspect and certify six (6) fire extinguishers in the TE building, one in the Administrative Office and one in the Guard House.**

Preventive Maintenance of Surveillance Camera Monitoring System (ELINs A00108, A00308, A00508, A00708, & A00908). The Contractor shall perform Preventive Maintenance on the Surveillance Camera Monitoring System, which includes seven (7) surveillance cameras in accordance with paragraph C.7, Preventive Maintenance and the Preventive Maintenance checklist in Attachment J-C10.

Quarterly Roof Preventive Maintenance. The Contractor shall perform Quarterly Preventive Maintenance in accordance with paragraph C.7, Preventive Maintenance and the Preventive Maintenance checklist in Attachment J-C10.

NAVY Site (ELINs A00109, A00309, A00509, A00709 & A00909). **The Contractor shall perform Quarterly Preventive Maintenance on Roof for buildings 856M, 857M, 858M and the Administration Office.**

NORTHEAST ARM RECREATION CENTER SITE:

Caretaker Services (ELINs A00110, A00310, A00510, A00710 & A00910). The Contractor shall provide a part-time caretaker who shall be on-site at the Northeast Arm Recreation Center 24 hours per week, 52 weeks per year, in accordance with the following schedule.

Schedule. The Contractor shall supply Caretaker Services during the specified times and in accordance with this specification. The Contractor shall weekly provide the Contracting Officer a schedule of the Caretaker Hours.

Time	Hours						
	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
Shift 1 (0800 – 1600)	2	4	4	4	4	4	2

Caretaker Services. The Contractor shall perform the following services. Any discrepancies and abnormalities shall be reported immediately to the Contracting Officer or the Guard on duty. If neither is available the Caretaker shall immediately call local law enforcement. Duties include:

Perform a daily exterior inspection of each building, to ensure that every exterior door and window in every building is secure. The Contractor shall perform the building inspections at different times throughout the week, so as to not set a predictable pattern.

Report unauthorized personnel or vehicle into Northeast Arm Recreation Camp.

Report the damage, pilferage, removal, secreting, misappropriation, misuse, larceny, theft, or other improper or unlawful threats to, or disposition of, Government or personal property or acts of espionage, sabotage, or wrongful destruction.

Endeavor to prevent the occurrence of fires, explosions, collapses, and other catastrophes. In such an event, the Contractor shall summon appropriate response forces and then notify Government personnel as identified in the SOP; assist in minimizing the effects thereof; and assist in restoring the area to a safe condition.

Safeguard personnel, deter the commission of crimes against persons, summon appropriate response forces, and assist those response forces as required.

Deter and report violations of base regulations.

The contractor shall be responsible for minor maintenance to buildings at the Northeast Arm Recreation Camp under Recurring Work. Repairs are made to the exterior shell of building, when the shell has been compromised, such work includes but is not limited to boarding up broken windows and repairing or replacing broken exterior doors.

Grounds Maintenance Services. The Contractor shall cut all grass areas around 14 buildings to a uniformed height of 3”, the area maintained is 10 ft from the perimeter of each building. The approximate square footage to mow is 60,000 SF. Grass shall be cut in accordance with Section C.6.d. Grass should be cut once per month during May, September and October and twice per month during June, July and August. Buildings as shown in Attachment J-C1, includes the Lodge (1018) and Cabin1016, and any other facility/area inside the compound as directed by the Contracting Officer. See the Contracting Officer for blueprints of the site.

Snow and Ice Removal. The Contractor shall provide snow removal services at the Northeast Arm Recreation Center. The Contractor shall ensure all roadways as shown in Attachment J-C8 including hydrant locations are free of snow. Snow and ice shall be removed from the full width of the roadway, and shall clear a path right up to each one of the cabins. The area for snow removal/clearing, there is approximately 0.9 miles of roadway to be cleared. The Contracting Officer may order additional snow and ice removal throughout the day, these services shall be completed within one hour of the request. Additional snow clearings shall be part of the Recurring Work portion of this contract, the Government will not order Non-Recurring Work for Snow/Ice Removal in the Northeast Arm Recreation Camp.

PREVENTIVE MAINTENANCE.

The Contractor shall perform Preventive Maintenance work immediately upon the start of this contract. An Annual Preventive Maintenance plan identifying equipment and inspection frequencies shall be developed by the Contractor and submitted to the Contracting Officer before the contract start date. The plan shall include all systems and equipment identified in ELINs A00106, 107, 108, 112, 113 and 114, for Preventive Maintenance throughout this contract. The Contractor shall revise the plan annually and as additions, deletions or changes are approved by the Contracting Officer. Based on the Annual Preventive Maintenance Plan, the Contractor shall develop a daily work schedule for the coming month, identifying location and the equipment to be serviced, and submit it to the Contracting Officer for approval five (5) days prior to beginning of the next month.

Preventive Maintenance shall be fully warranted against defects due to material or workmanship for one year after the Preventive Maintenance has been performed. The Contractor shall ensure Preventive Maintenance work is given the priority and manpower to accomplish all assigned work within the allowed time frame. Lack of parts, materials, supplies and equipment which delay Preventive Maintenance work shall not be an acceptable cause for non-performance of Preventive Maintenance work. Prior to commencement of this contract, the Contractor shall assess the parts needed for accomplishment of the Preventive Maintenance work for this contract so that on the first day of the contract, the Contractor shall perform the Preventive Maintenance program satisfactorily.

Repair Work. During the course of Preventive Maintenance, the Contractor shall correct all deficiencies up to the limit of a service call as a part of the PM. Any deficiencies identified which cannot be corrected within the Service Call limits, shall be reported on PM Checklist, Attachment J-C10. The Contractor shall submit two (2) copies of this report to the Contracting Officer within two (2) days of the start of the next regular working day after the deficiency is identified. Included in the report shall be a description of the deficiency(s) and the labor hours and materials required to effect repair(s). Following verification and review of the deficiency(s) not corrected as a part of the PM, the Contracting Officer will determine whether to order the work under this contract, defer the repair, or accomplish the repair by other means. If, during the course of performing scheduled Preventive Maintenance, any fire protection equipment fails to work and cannot be reactivated within the limits of the Preventive Maintenance, the Contractor shall notify the Contracting Officer of the deficiency immediately. If for any reason equipment requiring Preventive Maintenance becomes inactive, either waiting for repair or due to obsolescence, the Contracting Officer may remove the equipment from the Contractor's annual and monthly Preventive Maintenance schedules. Preventive Maintenance work shall not be performed on the equipment until, the equipment is placed back in use. When this occurs, an amount equivalent to the value of the Preventive Maintenance not being performed will be removed from the Contractor's monthly invoice.

Work Requirements. All Preventive Maintenance materials, supplies, and parts shall be new or rebuilt and shall conform to the equipment manufacturer's specifications. The following typical Work Requirements apply to all Preventive Maintenance work:

Quality of Work. All Preventive Maintenance work shall be of journeyman quality, and all specified work items or checkpoints, servicing, corrections and reporting shall be completed correctly and in a neat and orderly fashion. At the completion of the PM, the equipment shall be in

a proper operating condition and all necessary repairs made up to the Service Call limit.

Schedule. In accordance with paragraph C.5.b entitled "WORK SCHEDULE", the Contractor shall prepare an annual and monthly schedule indicating when the Preventive Maintenance inspections identified in Attachment J-C10 are to be performed. When scheduling Preventive Maintenance inspections the Contractor shall arrange the inspections such that any inspections other than Monthly inspections are performed AT THE SAME TIME as the monthly inspections. When an Annual PM inspection is performed, it actually consists of performing the Monthly, Quarterly, and Semi-Annual, along with the Annual PM inspections. All Preventive Maintenance services shall be completed on the scheduled date indicated in the approved Contractor work schedules.

Checklists. The Contractor shall use the Preventive Maintenance Checklists provided in Attachment J-C10. The Contractor shall be responsible for reproducing the required number of copies of each checklist. When the scheduled Preventive Maintenance is performed, a checklist shall be completed for each piece of equipment and two (2) copies provided to the Contracting Officer. All performed repairs and items replaced shall be listed on the checklist.

Equipment/Systems Tagging. During the initial Preventive Maintenance inspection each piece of equipment shall be tagged. Each tag shall contain a unique tag number, the equipment or system location and description. There shall be spaces on the tag where the Contractor can fill in whenever a PM or repair is performed. The unique tag number shall be added to the annual Preventive Maintenance plan, as the number is assigned. The tag shall remain on the equipment and be filled in each time Preventive Maintenance or repair is performed. The tag shall form a part of the Government's Quality Assurance program for this contract. The Contractor shall provide tags, as a part of the Recurring Work Items for Preventive Maintenance work. The tags shall be preprinted and shall withstand local weather conditions. A sample tag shall be submitted to the Contracting Officer for approval before tagging begins.

NON-RECURRING WORK REQUIREMENTS.

Non-Recurring work is defined as maintenance, repair, construction, alteration, and other miscellaneous services for work requirements of the contract. All Non-Recurring work will be ordered by the Contracting Officer on a task order, DD Form 1155, in accordance with the "Procedures for Issuing Orders" clause, Section G. A sample DD 1155 is shown in Attachment J-C12. The Contractor will be paid a negotiated fixed-price for each task order for Non-Recurring work as specified below. Line items to support labor and materials required for the performance of the Non-Recurring Work portion of the contract are listed in the Schedule of Non-Recurring Work, Section B. For each task order issued, the Contractor shall provide an estimated price, to be negotiated, for labor hours, equipment and materials.

Non-Recurring Work Requirements. In general, the Work Requirements for all Non-Recurring work is as listed below:

Schedule. All Non-Recurring work shall be finished by the completion date established at the time of negotiation unless modified by issuance of a SF30, Amendment of Solicitation / Modification of Contract (Attachment J-C13). Completion dates will be based on the negotiated time requirements of the job and time for material / equipment arrival. Lack of materials, supplies, equipment, tools, and transportation shall not be an acceptable cause for unsatisfactory performance of Non-Recurring work completion dates. Non-compliance with scheduled completion dates shall be subject to deductions in accordance with the "CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES" clause, Section E.

Quality of Work. The Contractor shall perform all Non-Recurring work issued by the Contracting Officer subject to the "ORDER LIMITATIONS" clause, Section I. All Non-Recurring

work shall be of journeyman quality and shall be fully warranted against defects due to material or workmanship for a period of one (1) year from acceptance date in addition to any other expressed or implied manufacturer's warranties.

Changes to Scope of Work in Task Orders. If during the course of work, the Contractor encounters unforeseen conditions related to the government developed scope of work which impacts the original work and which could not be evaluated during the initial estimating procedures, the Contractor shall not proceed without the Contracting Officer's authorization. The Contractor shall provide all details and recommendations for the unforeseen condition and prepare an estimate for this portion only. The Contracting Officer may, after review and approval of the estimate, issue a modification to the original task order for the change of scope portion only.

Non-Recurring Work Pricing.

Procedures. The Contracting Officer will issue requests for proposals for Non-Recurring Work except for those items which after issuance exceed the limits of a service call. In cases where the contractor identifies that the work exceeds the limits of a service call, the Contractor shall prepare a cost estimate for requested work, utilizing R. S. Means, or other estimating standard. The estimate shall be prepared and the cost for labor hours, material and equipment shall be itemized. The Contractor's proposal may be evaluated and compared with a Government estimate to determine if: (1) the scope has been clearly and accurately understood, (2) the estimate has been properly estimated using other industry standards with supporting data presented, (3) equipment and material direct cost estimates are reasonable, sources and approximate delivery dates are presented and properly documented, and (4) labor price has been estimated using the unit prices that were proposed. After the proposal has been reviewed, a final fixed price for the Non-Recurring work will be established based upon negotiations. After negotiation, the mutually agreed to price shall be the price for the work. The Contracting Officer will then issue a Task Order, DD 1155, authorizing the Contractor to perform the work. The price of direct labor, equipment and material shall not be modified unless the job scope is changed and approved by the Contracting Officer issuing a SF30 to accommodate unforeseen conditions or additional customer requests. If the Contractor and the Contracting Officer fail to mutually agree upon the price for any Non-Recurring work, the Government reserves the right to unilaterally establish the price and the Contractor may dispute the action as provided in the "DISPUTES" clause, Section I. Repeated failure by the Contractor to negotiate in good faith with the Contracting Officer for Non-Recurring work may be cause for default of the contract in accordance with the "DEFAULT" clause, Section I.

Each Request for Proposal will include the following information:

Job Order Number
Date of issue by Government
Required Estimate Completion Date
Scope of Work Description and Drawings, if applicable, for Non-Recurring Work required.

Cost estimates shall be prepared and forwarded to the Contracting Officer within five (5) working days of receipt of the request for proposal (RFP). More time may be allowed at the discretion of the Contracting Officer.

The Contractor shall provide the following information to the Contracting Officer upon completion of ordered work:

Description of Equipment Installed. Variations from original work specifications must have prior approval of the Contracting Officer.
Invoices for purchased equipment shall include model no., serial no., and characteristics.

Signature of Government Representative authorized to approve equipment prior to procurement and date accepted.

Payment for INon-Recurring Work shall be as specified in the "SUBMISSION OF INVOICES" clause, Section G.

Preparation of Estimates. **The Contractor shall prepare an independent estimate of the labor, equipment, and material required to complete work ordered under the "NON-RECURRING WORK" paragraph, Section C. Estimates and all supporting information, documentation, and calculations shall be submitted to the Contracting Officer for evaluation of a proposal.**

Labor Estimates. The labor estimate for required trades shall be expressed in labor hours. No additional labor hours will be included in the scope of work to allow for mark-ups or add-ons, since these items are already included in the proposal for labor hour unit prices.

Total Labor Cost Estimate. The total labor cost estimate shall be the sum of the labor hours multiplied by the Labor Hour Unit Price from the Schedule of Non-Recurring Work, Section B.

Material Estimates. Material estimates shall include a detailed bill of materials establishing the size, quality, number of units, and unit prices. Material prices shall be the lowest price available considering the availability of materials and the time constraints of the job. The material price shall be reduced by all discounts and rebates for core value or salvage value that accrue to the Contractor and wholesale benefits. Pre-expended bin supplies and materials shall not be included in the material estimate costs. Contractor profit, overheads, travel, shipping, administrative and handling costs for acquiring material and equipment shall not be included in the unit price for Non- Recurring work. Only direct costs of materials, supplies and equipment shall be used. Three (3) vendor quotes shall be required for all individual repair parts or item of material not included in a standard vendor catalog with a purchase price over \$300.00. The Contractor shall receive price quotes from not less than three (3) competitive vendors that are regularly engaged in the supply of like parts, materials, or equipment. For those items of material not included in an approved vendor catalog that have a purchase price under \$300.00, a reasonable cost will be acceptable. Written estimates with all supporting documentation, including material prices and calculations, shall be submitted to the Contracting Officer for approval.

Invoicing. After completion of each individual Non-Recurring work project and following final acceptance by the Contracting Officer, the Contractor shall invoice the Government for payment based on the negotiated price. Partial or interim payment during the execution of individual Non-Recurring work projects shall not be permitted unless authorized in advance by the Contracting Officer.

Unit Price Task. A Unit Priced Task (UPT) is defined as an Non-Recurring work item which includes **all direct and indirect costs plus profit associated with the particular unit of work-in-place.** Construction materials and construction equipment required for the accomplishment of individual UPTs shall be included within the respective contract line item prices. The accepted proposed schedule line item unit price multiplied by the quantity ordered becomes the firm fixed price for the D.O. UPTs do not require submission of cost estimates by the Contractor.

ELINs A00205, A00405, A00605, A00805 & A01005: Snow Removal from Cooper Drive to the Main Gate. The Contractor shall provide additional snow removal service from Cooper Drive to the Main Gate J-C7 and J-C8. Snow Clearing and Removal shall be in accordance with Section C.6.e.

ELINs A00206, A00406, A00606, A00806 & A01006: **Electrical Outage hook/unhook TE Building. The Contractor shall provide a qualified electrician on site to provide hook up a 9 Kw portable generator to the TE Building in case of a power outage and then subsequently to unhook the power generator when electrical power is restored.**

ELINs A00207, A00407, A00607, A00807 & A01007: **Electrical Outage Generator Rental for TE Building. The Contractor shall provide a 9Kw portable generator that has been installed for temporary electrical support for as long as is needed until the electrical power to the TE Building is restored.**

WORK DOCUMENTATION

The principal documentation required by this contract is summarized below. The listing is not all inclusive, and additional documentation may be required to fulfill the objectives of the contract.

Work Scheduling. The Contractor shall submit both the annual and the monthly work schedule of planned performance to the Contracting Officer in accordance with C.5.b(2). Any changes to the schedules shall be coordinated with the Contracting Officer 24 hours prior to implementation.

Service Interruptions. If utility services must be disconnected (even temporarily) due to scheduled contract work, the Contractor shall notify the Contracting Officer at least five (5) working days in advance. If the discontinued service is due to an emergency breakdown, the Contractor shall notify the Contracting Officer as soon as possible.

Records and Reports. The Contractor shall prepare, submit and maintain various records and reports as specified in paragraph C.5.b of this Section. All reports specified for submission shall be submitted in duplicate to the Contracting Officer.

Contract Discrepancy Report. The Contracting Officer may send a "Contract Discrepancy Report" (Attachment J-C14) to the Contractor, listing deficiencies in the Contractor's work. The Contractor shall inform the Contracting Officer in writing within three (3) calendar days of the receipt of the report. The Contractor shall note the action the Contractor proposes to take to remedy the deficiencies and the measures the Contractor plans to adopt, to insure that similar deficiencies will not recur in the future.

Material Submittals. The Contractor shall submit shop drawings, manufacturer's data, samples, material lists, and other required data as required by the Contracting Officer prior to incorporating the material in the work.

Modification Proposals. Proposals for contract modification shall be submitted in accordance with "MODIFICATION PROPOSALS - PRICE BREAKDOWNS" clause, Section G.

Performance Evaluations. The Government may, at its discretion, prepare Contractor's Performance Evaluation forms, Attachment J-E2, on the Contractor's performance. The Contractor may be periodically requested to comment on these reports in writing.

Preventive Maintenance Checklists. The Contractor shall carry out preventive maintenance in accordance with the checklists shown in Attachment J-C10. Two (2) copies of each PM checklist for each inspection shall be completed and submitted to the Contracting Officer within two (2) working days of each inspection.

GENERAL ADMINISTRATIVE REQUIREMENTS.

Directives. Applicable Chief of Naval Operations (OPNAV) and other directive, instructions, and regulations are listed in Attachment J-C15.

Station Regulations. The Contractor and his employees shall become acquainted with and obey all Government regulations as posted, or as requested by the Contracting Officer. See Attachment J-C15.

Energy Conservation. The Contractor shall participate actively in the activity energy conservation program, and get approval from the Contracting Officer prior to using high-energy consuming tools or equipment.

Fire Prevention. The Contractor shall insure that all of its employees shall know how to report a fire. The Contractor shall observe all requirements for handling and storage of combustible supplies, material, waste and trash.

Environmental Protection. The Contractor shall comply with all applicable environmental protection requirements. The Contractor shall comply with national and local laws, regulations and standards regarding environmental pollution. In the event that a regulatory agency assesses a monetary fine against the Government for violations caused by the Contractor negligence, the Contractor shall reimburse the Government for the amount of the fine and other costs. The Contractor shall comply with the instructions of the cognizant Navy Medical Department with respect to avoidance of conditions which create a nuisance or which may be hazardous to the health of military or civilian personnel.

Disposal. Debris, rubbish and nonuseable material resulting from the work under this contract shall be disposed of by the Contractor at his expense off Government property. The Contractor shall dispose of all hazardous waste in accordance with the Resource Conservation and Recovery Act and its associated national and local regulations.

Safety Requirements and Reports.

All work shall be conducted in a safe manner. The Government will not provide safety equipment to the contractor.

Prior to commencing work, the Contractor shall meet in conference with the Contracting Officer to discuss and develop mutual understandings relative to administration of the Safety Program.

Accident Prevention Plan (APP) / Activity Hazard Analysis (AHA)

Accident Prevention Plan (APP)

The Contractor shall develop and implement a site accident Prevention Plan (APP). The APP shall be prepared by the Contractor's SSHO and shall be followed by all Contractor employees, subcontractors, and vendors at each service site.

The APP shall follow the format and include all elements addressed in Appendix A of EM 385-1-1. The APP shall incorporate Activity Hazard Analyses (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.

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.

Activity Hazard Analysis (AHA)

The Contractor shall prepare Activity Hazard Analyses (AHAs) for all common recurring work activities performed under this contract. AHAs shall be submitted with the APP and shall be updated as work activities or conditions change and additional AHAs prepared as new work activities are required. 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. Specifically:

- ... For FFP contract modifications where changes are germane to the original contract, the Contractor shall revise applicable AHAs and submit to the KO within 15 calendar days after modification is signed.
- ... 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.

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:

- ... The steps of the service process;
- ... Identify potential hazards that exist as a result of the Contractor's service process within the environment;
- ... Measures or plans of actions to safely remove potential hazards away from people in and around the service process and environment;
- ... Specific materials and equipment necessary to safely remove potential hazards away from people in and around the service process and environment;
- ... Inspection requirements to assure service activity is safe; and
- ... Training of service personnel to be aware of potential hazards and measures or plans of actions to be used to remove hazards from service environment.

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.

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

The Contractor shall report to the Contracting Officer exposure data and all accidents resulting in death, trauma, or occupational disease. All accidents must be reported to the Contracting Officer within 24 hours of their occurrence.

The Contractor shall submit to the Contracting Officer a full report of damage to Government property and/or equipment by contractor employees. All damage reports shall be submitted to the Contracting Officer within 24 hours of the occurrence.

Emergency medical care is not available in Government facilities.

Security Requirements.

The Contractor shall comply with all activity security requirements. On request, the Contractor shall submit the name and address of each employee hired for work on this contract and shall provide the following information for each employee:

Neither the Contractor nor any of its employees shall disclose or cause to be disseminated any information concerning the operations of the activity which could result in or increase the likelihood of the possibility or breach of the activity's security or interrupt the continuity of its operations.

Disclosure of information relating to the services hereunder to any person not entitled received it, or failure to safeguard any classified information that may come to 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., Section 793 and 798.

All inquiries, comments or complaints arising from any matter observed, experienced, or learned as a result of or in connection with the performance of this contract, the resolution of which may require the dissemination of official information, will be directed to the Contracting Officer.

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

Please ensure that suppliers and shippers have complete information. They must have a contract number, title, and point of contact. The Government is not authorized to accept deliveries.

Access to Buildings/Facilities.

The Contractor is responsible to obtain access to buildings and facilities and arrange for them to be opened and closed.

Keys may be issued to the Contractor; however, it shall be the Contractor's responsibility to arrange for adequate security of the buildings and facilities at the end of each workday.

The Contractor shall be responsible for the cost of replacing any keys that are furnished to and lost by his employees. If the Contracting Officer determines that a lock must be replaced because of the loss of a key by the Contractor's employees, the Contractor shall pay the cost of that replacement. Similarly, the Contractor shall pay the cost of changing a combination if the Contracting Officer has reasonable cause to believe that the combination has been compromised by the Contractor employee.

Contractor Employees.

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

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

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

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

All employees shall pass a background check by the RCMP.

Identification of Contractor Employees. All contractor/subcontractor employees working under this contract shall be identified by distinctive name plate, emblem, or patch attached in a prominent place on an outer garment.

Identification of Contractor Vehicles. Each Contractor provided vehicle shall show the Contractor's name so that it is clearly visible and shall at all times, display a valid state license plate and safety inspection sticker, if applicable. Contractor vehicles operated on Government property shall be maintained in good repair.

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

Warranty of Services. The "Warranty of Services" clause, Section I, is hereby modified as follows: "...The Contracting Officer will give written notice of any defects of non-conformance to the Contractor within three working days from the date of acceptance by the Government...".

Employment of Navy Personnel Restricted. In performing this contract, the Contractor shall not use as a consultant or employ (on either a full or part time basis) any active duty Navy personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no laws and no DOD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

Insurance.

At the pre-performance conference, the Contractor shall furnish the Contracting Officer a certificate of insurance as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below in accordance with the FAR 52.228-05, "INSURANCE - WORK ON A GOVERNMENT INSTALLATION (SEP 1989)" clause, Section I. This insurance must be maintained during the entire performance period.

COVERAGE

Comprehensive General Liability: \$500,000 per occurrence,

Automobile Liability: \$200,000 per person; \$500,000 per occurrence for bodily injury, \$20,000 per occurrence for property damage.

Workmen's Compensation: As required by Federal and State workers' compensation and occupational disease statutes.

Employer's Liability Coverage: \$100,000, except in states where workers' compensation may not be written by private carriers.

Other as required by state law.

The Certificate of Insurance shall provide for thirty days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage. Other requirements and information are contained in the aforementioned "Insurance" clause.

*** END OF SECTION ***

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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

CLAUSES INCORPORATED BY REFERENCE

52.246-4 Inspection Of Services--Fixed Price AUG 1996

CLAUSES INCORPORATED BY FULL TEXT

5252.223-9300 INSPECTION BY REGULATORY AGENCIES (JUN 1994)

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

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

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

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

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

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

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

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

(3) shall withhold from the Contractor's invoice all amounts associated with the unsatisfactory or nonperformed work at the prices set out in the Schedule or provided by other provisions of this contract, unless the Contractor is required to re-perform and satisfactorily complete the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of ten (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 twenty (20) 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 ten (10) 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 twenty (20) 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 twenty (20) 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 ten (10) percent of the computed cost.

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

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

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

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

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

E.1 ACCEPTANCE

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

E.2 CONTRACTOR QUALITY CONTROL (QC)

a. The Contractor shall establish and maintain a Quality Control Program in accordance with the FAR 52.246-4, "INSPECTION OF SERVICES - FIXED PRICE" clause, Section E, to ensure that the work performed under the contract conforms to the contract requirements. The Contractor shall submit to the Contracting Officer, a Quality Control Plan (QCP) for approval 15 calendar days after award of the contract. A general description of the Contractor's Quality Control (QC) program shall be available for Government review during the preaward survey.

b. The Contractor's QCP shall provide top Contractor management with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations.

c. The QCP shall include:

(1) A description of the Contractor's quality control system. The system must cover all contract services, specify work to be inspected on either a schedule or unscheduled basis, and describe how inspections are to be conducted.

(2) The name(s) and qualifications of the individual(s) responsible for performing the quality control inspections, and the extend of their authority.

(3) Provisions for recording the results of inspections and for recording corrective action taken.

(4) Provisions to update and revise the QCP during the performance of the contract.

d. A file of all Quality Control inspections both performed and scheduled, inspection results, and dates and details of corrective actions taken shall be maintained by the Contractor through the term of this contract. The file shall be the property of the Government and made available to the Contracting Officer during regular working hours. The file shall be turned over to completion/termination of the contract.

E.3 GOVERNMENT QUALITY ASSURANCE (QA)

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

E.4 PERFORMANCE EVALUATION MEETINGS

a. The Contractor shall meet with the Government's representative weekly during the first month of the contract. Thereafter, meetings will be as often as necessary at the discretion of the Contracting Officer, but not less than month. A mutual effort will be made to resolve all problems identified. The written minutes of these meetings, prepared by the Government, shall be signed by the Contractor's representative and the Government's representative. Should the Contractor not concur with the minutes, the Contractor shall state, in writing, to the Contracting Officer any areas of disagreement within 5 calendar days.

b. The Government will periodically assess the Contractor's overall performance on this contract by completing the form at Attachment J-E2. The Government may use this form to evaluate the Contractor more frequently if it becomes necessary. The Contractor will be afforded an opportunity to comment on each evaluation performed when the Government uses Attachment J-E2. The Contractor has 30 calendar days to submit written comments on unsatisfactory ratings.

Section F - Deliveries or Performance

DELIVERIES OR PERFORMANCE**F.1 LOCATION**

The work shall be located at the U. S. Naval Facility, Argentia, Newfoundland. The exact location(s) as identified in Attachment J-C1.

F.2 PERFORMANCE PERIOD OF CONTRACT

The contract term shall be for a period of 12 months commencing September 1, 2015. The Government has the option to extend the term of the contract in accordance with the "OPTION TO EXTEND THE TERM OF THE CONTRACT – SERVICES (FAC) (JUN 1994) clause, Section I.

F.3 FAC 5252.242-9305, PRE-PERFORMANCE CONFERENCE (JUL 1995)

Prior to commencing 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.

F.4 STOP-WORK ORDER (AUG. 1989)

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

(1) Cancel the stop-work order; or

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

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

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

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

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

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

DELIVERY INFORMATION

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

CLAUSES INCORPORATED BY REFERENCE

52.247-34
F.2

F.O.B. Destination
Performance Period of Contract

NOV 1991
DEC 2000

Section G - Contract Administration Data

CONTRACT ADMIN DATA**G.1 PROCEDURES FOR ISSUING ORDERS**

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

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

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

G.2 SUBMISSION OF INVOICES/ INSTRUCTIONS

Listed below are the two possible ways the invoices for services rendered under this contract shall be submitted/processed. The election of which method will be utilized will be made at time of award. [If the awardee is a US firm, WAWF invoicing will be required; if the awardee is a foreign firm with access to a US bank, WAWF invoicing will be used; if the awardee is a foreign firm without access to a US bank, non-WAWF invoicing will be utilized]. Please note that whether or not a firm has access to a US bank will NOT be considered as part of the evaluation process. A post-award modification will be executed to remove the invoicing instructions and/or clauses that are not applicable once the invoicing method has been determined.

1) NON-WAWF Invoice Processing

a. The Contractor shall submit invoices monthly to the Contracting Officer in original and one (1) copy for services provided. Payment will be based on invoices submitted by the Contractor for satisfactorily completed work. Invoices will be processed for payment upon verification of work actually performed and receipt of required Contractor submittals. Invoices for the work shall be formatted in accordance with the samples provided in the preperformance conference and submitted with copies of the DD 1155 and, in case of modification to the subject contract. Landfill tickets shall be provided with invoices, if applicable. The Contracting Officer is required to accept only one invoice per month. Invoices should be hand carried the first week of each month, during the Government's regular working hours, to:

Officer in Charge
Facilities Support Contracts
U.S. Naval Facility, Argentia
P.O. Box 177
Freshwater, P. Bay
Newfoundland, Canada AOB 1WO
Attn: Ms. Bernadette O'Reilly
Telephone: (709)227-8455

Hand carried invoices will also be accepted.

Invoices shall be submitted, no more frequent than monthly.

The Contracting Officer will discuss invoicing procedures as regarding the firm fixed-price portion of the work during the pre-performance conference. The Contractor should anticipate invoicing monthly for a prorate portion (1/12th) of the firm fixed-price work; however, the Government reserves the right to require itemized invoices for all firm fixed-price work.

b. An invoice is a written request for payment under the contract, for supplies delivered or for services rendered. In order to be proper, an invoice must include as applicable the following:

- (1) Invoice date;
- (2) Name of Contractor;
- (3) Contract number (including order number if any), contract line item number, contract description of supplies or services, quantity, contract unit of measure and unit price, and extended total;
- (4) Shipment number and date of shipment (bill of lading number and weight of shipment will be shown for shipments on Government bills of lading);
- (5) Name and address to which payment is to be sent (which must be the same as that in the contract or on a proper notice of assignment);
- (6) Name (where practicable), title, phone number and mailing address of person to be notified in event of an improper invoice;
- (7) Any other information or documentation required by other provisions of the contract (such as evidence of shipment);

Invoice shall be prepared and submitted in original and 1 copy (one copy shall be marked "original") unless otherwise specified.

c. For Contract Line Items that are composed of Subcontract Line Items, the invoice shall reflect each Subcontract Line Item and the amount under each that is included in the invoice.

2) WAWF Invoice Processing

A. Invoices for services rendered under this contract shall be submitted electronically through Wide Area Work Flow (WAWF), in accordance with DFARS 252.232-7006, Electronic Submission of Payment Requests (March 2008) using Wide Area Work Flow (WAWF) and DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

B. Invoices for IQ/Task Order work shall be processed according to the guidance submitted within each task order placed under this contract. Specific invoicing instructions as required by DFARS 252.232-7003. "NOTE: ROUTING TABLE INFORMATION WILL BE PROVIDED ON INDIVIDUAL TASK ORDERS."

C. To comply with the clause 252.232.7003, Electronic Submission of Payment Requests (March 2008), the contractor is required to register for WAWF at <https://wawf.eb.mil/>. WAWF training is available from the WAWF main web site, or directly at: <http://www.wawftraining.com>. WAWF questions should be directed to the WAWF helpdesk at 866-618-5988.

INSTRUCTIONS TO ADMINISTRATIVE CONTRACTING OFFICES AND PAYING OFFICES

a. The Contract Administrative/Purchasing Office for this contract is:

U.S. Naval Facility
 Facilities Support Contracts, Administrative Office
 Cooper Drive
 Argentia Industrial Park, Argentia
 AOB 1 WO

b. Payments will be made by:

Defense Finance and Accounting Service
1240 East Ninth St.
Cleveland, Ohio 44199-8005
Attention: Code ADB

G.3 GOVERNMENT REPRESENTATIVES

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

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

G.4 MODIFICATION PROPOSALS – PRICE BREAKDOWN

a. The Contractor in connection with any proposal he makes for a contract modification, shall furnish a price breakdown, itemized as required by the Contracting Officer. Unless otherwise directed, the breakdown shall contain sufficient detail to permit an analysis of all material, labor, equipment, subcontract, and overhead cost, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added, or changed. Any amount claimed for subcontractors shall be supported by a similar price breakdown.

b. In addition, if the proposal includes a time extension, a justification thereof shall also be furnished. The proposal, together with the price breakdown and time extension justification, shall be furnished by the date specified by the Contracting Officer.

G.5 PAYMENT OF CLINS

CLINs 0001 0003, 0005, 0007 and 0009 are to be paid in twelve equal parts throughout the respective year. CLINS 0002, 0004, 0006, 0008 and 0010 are to be paid per issued task order/delivery order.

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).

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

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

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

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	_____
Issue By DoDAAC	_____
Admin DoDAAC	_____
Inspect By DoDAAC	_____
Ship To Code	_____

Ship From Code _____
 Mark For Code _____
 Service Approver (DoDAAC) _____
 Service Acceptor (DoDAAC) _____
 Accept at Other DoDAAC _____
 LPO DoDAAC _____
 DCAA Auditor DoDAAC _____
 Other DoDAAC(s) _____

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

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

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

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

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

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

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

(End of clause)

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

HISTORICAL AND ARCHAEOLOGICAL RESOURCES

Carefully protect in-place and report immediately to the Contracting Officer historical and archaeological items or human skeletal remains discovered in the course of work. 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.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	DEC 2014
52.214-10	Contract Award--Sealed Bidding	JUL 1990
52.214-26	Audit and Records--Sealed Bidding	OCT 2010
52.214-29	Order Of Precedence--Sealed Bidding	JAN 1986
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-24	Limitation Of Government Liability	APR 1984
52.222-3	Convict Labor	JUN 2003
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
52.222-35	Equal Opportunity for Veterans	JUL 2014
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	JUL 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.223-16 Alt I	Acquisition of EPEAT - Registered Personal Computer Products - Alternate I	JUN 2014
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
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

52.232-23 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
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.244-6	Subcontracts for Commercial Items	APR 2015
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Nov 2014)	NOV 2014
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.244-7000	Subcontracts for Commercial Items	JUN 2013

CLAUSES INCORPORATED BY FULL TEXT

52.203-16 Preventing Personal Conflicts of Interest (DEC 2011)

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

Acquisition function closely associated with inherently governmental functions means supporting or providing advice or recommendations with regard to the following activities of a Federal agency:

(1) Planning acquisitions.

(2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.

(3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.

(4) Evaluating contract proposals.

(5) Awarding Government contracts.

(6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).

(7) Terminating contracts.

(8) Determining whether contract costs are reasonable, allocable, and allowable.

Covered employee means an individual who performs an acquisition function closely associated with inherently governmental functions and is--

(1) An employee of the contractor; or

(2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures.

Non-public information means any Government or third-party information that--

(1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or

(2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

Personal conflict of interest means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially and in the best interest of the Government when performing under the contract. (A de minimis interest that would not "impair the employee's ability to act impartially and in the best interest of the Government" is not covered under this definition.)

(1) Among the sources of personal conflicts of interest are--

(i) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household;

(ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and

(iii) Gifts, including travel.

(2) For example, financial interests referred to in paragraph (1) of this definition may arise from--

(i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;

(ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);

(iii) Services provided in exchange for honorariums or travel expense reimbursements;

- (iv) Research funding or other forms of research support;
 - (v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);
 - (vi) Real estate investments;
 - (vii) Patents, copyrights, and other intellectual property interests; or
 - (viii) Business ownership and investment interests.
- (b) Requirements. The Contractor shall--
- (1) Have procedures in place to screen covered employees for potential personal conflicts of interest, by--
 - (i) Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:
 - (A) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household.
 - (B) Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business).
 - (C) Gifts, including travel; and
 - (ii) Requiring each covered employee to update the disclosure statement whenever the employee's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.
 - (2) For each covered employee--
 - (i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;
 - (ii) Prohibit use of non-public information accessed through performance of a Government contract for personal gain; and
 - (iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a Government contract.
 - (3) Inform covered employees of their obligation--
 - (i) To disclose and prevent personal conflicts of interest;
 - (ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and
 - (iii) To avoid even the appearance of personal conflicts of interest;
 - (4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;

(5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and

(6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include--

(i) Failure by a covered employee to disclose a personal conflict of interest;

(ii) Use by a covered employee of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.

(c) Mitigation or waiver. (1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for--

(i) Agreement to a plan to mitigate the personal conflict of interest; or

(ii) A waiver of the requirement.

(2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.

(3) The Contractor shall--

(i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or

(ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.

(d) Subcontract flowdown. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts--

(1) That exceed \$150,000; and

(2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).

(End of clause)

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

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

(End of clause)

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 \$25, 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 \$10,000;

(2) Any order for a combination of items in excess of \$25,000; or

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

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

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 [insert date].

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS - OVERTIME COMPENSATION.
(MAY 2014)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards statute (found at 40 U.S.C. chapter 37).

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards statute.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Construction Wage Rate Requirements statute.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)

(a) Service employee, as used in this clause, means any person engaged in the performance of a service contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541. The term "service employee" includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(b) The Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those service employees employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the service employees were hired, a right of first refusal of employment under this contract in positions for which the service employees are qualified.

(1) The Contractor and its subcontractors shall determine the number of service employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor Contractor employed in connection with performance of the work.

(2) Except as provided in paragraph (c) of this clause, there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation.

(i) The successor Contractor and its subcontractors shall make a bona fide express offer of employment to each service employee as provided herein and shall state the time within which the service employee must accept such offer, but in no case shall the period within which the service employee must accept the offer of employment be less than 10 days.

(ii) The successor Contractor and its subcontractors shall decide any question concerning a service employee's qualifications based upon the individual's education and employment history, with particular emphasis on the employee's experience on the predecessor contract, and the Contractor may utilize employment screening processes only when such processes are provided for by the contracting agency, are conditions of the service contract, and are consistent with Executive Order 13495.

(iii) Where the successor Contractor does not initially offer employment to all the predecessor contract service employees, the obligation to offer employment shall continue for 90 days after the successor contractor's first date of performance on the contract.

(iv) An offer of employment will be presumed to be bona fide even if it is not for a position similar to the one the employee previously held, but is one for which the employee is qualified, and even if it is subject to different employment terms and conditions, including changes to pay or benefits. (See 29 CFR 9.12 for a detailed description of a bonafide offer of employment).

(c)(1) Notwithstanding the obligation under paragraph (b) of this clause, the successor Contractor and any subcontractors (i) may employ under this contract any service employee who has worked for the contractor or subcontractor for at least three months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (ii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Labor Standards statute, 41 U.S.C. 6701(3), and (iii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular service employee's past performance, has failed to perform suitably on the job (see 29 CFR 9.12(c)(4) for additional information). The successor Contractor bears the responsibility of demonstrating the appropriateness of claiming any of these exceptions.

(2) In addition, any Contractor or subcontractor that has been certified by the U.S. Small Business Administration as a HUBZone small business concern must ensure that it complies with the statutory and regulatory requirements of the HUBZone Program (e.g., it must ensure that at least 35 percent of all of its employees reside within a HUBZone). The HUBZone small business Contractor or subcontractor must consider whether it can meet the requirements of this clause and Executive Order 13495 while also ensuring it meets the HUBZone Program's requirements.

(3) Nothing in this clause shall be construed to permit a Contractor or subcontractor to fail to comply with any provision of any other Executive order or law. For example, the requirements of the HUBZone Program (see FAR subpart 19.13), Executive Order 11246 (Equal Employment Opportunity), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 may conflict, in certain circumstances, with the requirements of Executive Order 13495. All applicable laws and Executive orders must be satisfied in tandem with, and if necessary prior to, the requirements of Executive Order 13495, 29 CFR part 9, and this clause.

(d)(1) The Contractor shall, not less than 30 days before completion of the Contractor's performance of services on the contract, furnish the Contracting Officer with a certified list of the names of all service employees working under this contract and its subcontracts at the time the list is submitted. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts with either the current or predecessor contractors or their subcontractors. Where changes to the workforce are made after the submission of the certified list described in this paragraph, the Contractor shall, in accordance with paragraph (e) of this clause, not less than 10 days before completion of the services on this contract, furnish the Contracting Officer with an updated certified list of the names of all service employees employed within the last month of contract performance. The updated list shall also contain anniversary dates of employment, and, where applicable, dates of separation of each service employee under the contract and its predecessor contracts with either the current or predecessor Contractors or their subcontractors.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(3) The Contracting Officer will direct the predecessor Contractor to provide written notice (Appendix B to 29 CFR chapter 9) to service employees of their possible right to an offer of employment with the successor contractor.

Where a significant portion of the predecessor Contractor's workforce is not fluent in English, the notice shall be provided in English and the language(s) with which service employees are more familiar. The written notice shall be—

(i) Posted in a conspicuous place at the worksite; or (ii) Delivered to the service employees individually. If such delivery is via email, the notification must result in an electronic delivery receipt or some other reliable confirmation that the intended recipient received the notice.

(e)(1) If required in accordance with 52.222-41(n), the predecessor Contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor Contractors or their subcontractors. If there are no changes to the workforce before the predecessor contract is completed, then the predecessor Contractor is not required to submit a revised list 10 days prior to completion of performance and the requirements of 52.222-41(n) are met. When there are changes to the workforce after submission of the 30-day list, the predecessor Contractor shall submit a revised certified list not less than 10 days prior to performance completion.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(f) The Contractor and subcontractor shall maintain the following records (regardless of format, e.g., paper or electronic) of its compliance with this clause for not less than a period of three years from the date the records were created.

(1) Copies of any written offers of employment or a contemporaneous written record of any oral offers of employment, including the date, location, and attendance roster of any service employee meeting(s) at which the offers were extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the service employees from the predecessor contract to whom an offer was made.

(2) A copy of any record that forms the basis for any exemption claimed under this part.

(3) A copy of the service employee list provided to or received from the contracting agency.

(4) An entry on the pay records of the amount of any retroactive payment of wages or compensation under the supervision of the Administrator of the Wage and Hour Division to each service employee, the period covered by such payment, and the date of payment, and a copy of any receipt form provided by or authorized by the Wage and Hour Division. The Contractor shall also deliver a copy of the receipt to the service employee and file the original, as evidence of payment by the Contractor and receipt by the service employee, with the Administrator or an authorized representative within 10 days after payment is made.

(g) Disputes concerning the requirements of this clause shall not be subject to the general disputes clause (52.233-1) of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 9. Disputes within the meaning of this clause include disputes between or among any of the following: The Contractor, the contracting agency, the U.S. Department of Labor, and the service employees under the contract or its predecessor contract. The Contracting Officer will refer any service employee who wishes to file a complaint, or ask questions concerning this contract clause, to the: Branch of Government Contracts Enforcement, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue NW., Washington, DC 20210. Contact email: displaced@dol.gov.

(h) The Contractor shall cooperate in any review or investigation by the Department of Labor into possible violations of the provisions of this clause and shall make such records requested by such official(s) available for inspection, copying, or transcription upon request.

(i) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the Contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the Contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(j) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the United States, through the Secretary, enter into such litigation to protect the interests of the United States.

(k) The Contracting Officer will withhold, or cause to be withheld, from the prime Contractor under this or any other Government contract with the same prime Contractor, such sums as an authorized official of the Department of Labor requests, upon a determination by the Administrator, the Administrative Law Judge, or the Administrative Review Board, that there has been a failure to comply with the terms of this clause and that wages lost as a result of the violations are due to service employees or that other monetary relief is appropriate. If the Contracting Officer or the Administrator, upon final order of the Secretary, finds that the Contractor has failed to provide a list of the names of service employees working under the contract, the Contracting Officer may, in his or her discretion, or upon request by the Administrator, take such action as may be necessary to cause the suspension of the payment of contract funds until such time as the list is provided to the Contracting Officer.

(l) Subcontracts. In every subcontract over the simplified acquisition threshold entered into in order to perform services under this contract, the Contractor shall include a provision that ensures—

(1) That each subcontractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors;

(2) That the subcontractor will provide the Contractor with the information about the service employees of the subcontractor needed by the Contractor to comply with paragraphs (d) and (e) of this clause; and

(3) The recordkeeping requirements of paragraph (f) of this 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)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)

(a) Definitions. As used in this clause--Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply that is--

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee--

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall--

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

(i) All new employees. (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that--

(1) Is for--(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 09/30/2015 . The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 09/30/2015, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar

legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

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

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

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

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

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.243-1 CHANGES--FIXED-PRICE (AUG 1987) - ALTERNATE I (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (*i.e.*, hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

52.248-1 VALUE ENGINEERING (OCT 2010)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of

options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--
 - (i) In deliverable end item quantities only;
 - (ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
 - (iii) To the contract type only.
- (c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:
 - (1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.
 - (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
 - (3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS

(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee;	(1) 50	(1) 50	(1) 25	25

excludes other fixed-price incentive contracts)				
Incentive (fixed-price or cost) (other than award fee)	(2)	(1) 50	(2)	25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive Contracts)	(3) 25	(3) 25	15	15

- (1) The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.
- (2) Same sharing arrangement as the contract's profit or fee adjustment formula.
- (3) The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$150,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any Defense Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.204-7004 ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2014)

(a) *Definitions.* As used in this provision—

“System for Award Management (SAM) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means—

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“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 SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR 32.11) for the same parent concern.

“Registered in the System for Award Management (SAM) database” means that—

(1) The contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number; and Contractor and Government Entity (CAGE) code into the SAM database; and

(2) The contractor has completed the Core Data, Assertions, 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 Contractor will be required to provide consent for TIN validation to the Government as 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 name.

(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 Provision)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

(b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)

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

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

Attribution information means information that identifies the Contractor, whether directly or indirectly, by the grouping of information that can be traced back to the Contractor (e.g., program description or facility locations).

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

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

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information is to be marked with one of the distribution statements B-through-F, in accordance with DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

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

Exfiltration means any unauthorized release of data from within an information system. This includes copying the data through covert network channels or the copying of data to unauthorized media.

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

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

(b) Safeguarding requirements and procedures for unclassified controlled technical information. The Contractor shall provide adequate security to safeguard unclassified controlled technical information from compromise. To provide adequate security, the Contractor shall—

(1) Implement information systems security in its project, enterprise, or company-wide unclassified information technology system(s) that may have unclassified controlled technical information resident on or transiting through them. The information systems security program shall implement, at a minimum—

(i) The specified National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 security controls identified in the following table; or

(ii) If a NIST control is not implemented, the Contractor shall submit to the Contracting Officer a written explanation of how—

(A) The required security control identified in the following table is not applicable; or

(B) An alternative control or protective measure is used to achieve equivalent protection.

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

Table 1--Minimum Security Controls for Safeguarding

Minimum required security controls for unclassified controlled technical information requiring safeguarding in accordance with paragraph (d) of this clause. (A description of the security controls is in the NIST SP 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations" (<http://csrc.nist.gov/publications/PubsSPs.html>).

<u>Access Control</u>	<u>Audit & Accountability</u>	<u>Identification and Authentication</u>	<u>Media Protection</u>	<u>System & Comm Protection</u>	
AC-2	AU-2	IA-2	MP-4	SC-2	
AC-3(4)	AU-3	IA-4	MP-6	SC-4	
AC-4	AU-6(1)	IA-5(1)	<u>Physical and Environmental Protection</u>	SC-7	
AC-6	AU-7			SC-8(1)	
AC-7	AU-8	<u>Incident Response</u>	PE-2	SC-13	
AC-11(1)	AU-9		IR-2	PE-3	SC-15
AC-17(2)	<u>Configuration Management</u>	IR-4	PE-5	SC-28	
AC-18(1)		IR-5	<u>Program Management</u>	<u>System & Information Integrity</u>	
AC-19		IR-6			PM-10
AC-20(1)		CM-2	<u>Maintenance</u>		SI-2
AC-20(2)		CM-6			MA-4(6)
AC-22	CM-7	MA-5			SI-4
	CM-8	MA-6	RA-5		
<u>Awareness & Training</u>	<u>Contingency Planning</u>				
AT-2	CP-9				

Legend:

- AC: Access Control
- AT: Awareness and Training
- AU: Auditing and Accountability
- CM: Configuration Management
- CP: Contingency Planning
- IA: Identification and Authentication
- IR: Incident Response
- MA: Maintenance
- MP: Media Protection
- PE: Physical & Environmental Protection
- PM: Program Management
- RA: Risk Assessment

SC: System & Communications Protection
SI: System & Information Integrity

(c) Other requirements. This clause does not relieve the Contractor of the requirements specified by applicable statutes or other Federal and DoD safeguarding requirements for Controlled Unclassified Information as established by Executive Order 13556, as well as regulations and guidance established pursuant thereto.

(d) Cyber incident and compromise reporting.

(1) Reporting requirement. The Contractor shall report as much of the following information as can be obtained to the Department of Defense via (<http://dibnet.dod.mil/>) within 72 hours of discovery of any cyber incident, as described in paragraph (d)(2) of this clause, that affects unclassified controlled technical information resident on or transiting through the Contractor's unclassified information systems:

(i) Data Universal Numbering System (DUNS).

(ii) Contract numbers affected unless all contracts by the company are affected.

(iii) Facility CAGE code if the location of the event is different than the prime Contractor location.

(iv) Point of contact if different than the POC recorded in the System for Award Management (address, position, telephone, email).

(v) Contracting Officer point of contact (address, position, telephone, email).

(vi) Contract clearance level.

(vii) Name of subcontractor and CAGE code if this was an incident on a subcontractor network.

(viii) DoD programs, platforms or systems involved.

(ix) Location(s) of compromise.

(x) Date incident discovered.

(xi) Type of compromise (e.g., unauthorized access, inadvertent release, other).

(xii) Description of technical information compromised.

(xiii) Any additional information relevant to the information compromise.

(2) Reportable cyber incidents. Reportable cyber incidents include the following:

(i) A cyber incident involving possible exfiltration, manipulation, or other loss or compromise of any unclassified controlled technical information resident on or transiting through Contractor's, or its subcontractors', unclassified information systems.

(ii) Any other activities not included in paragraph (d)(2)(i) of this clause that allow unauthorized access to the Contractor's unclassified information system on which unclassified controlled technical information is resident on or transiting.

(3) Other reporting requirements. This reporting in no way abrogates the Contractor's responsibility for additional safeguarding and cyber incident reporting requirements pertaining to its unclassified information systems under other clauses that may apply to its contract, or as a result of other U.S. Government legislative and regulatory requirements that may apply (e.g., as cited in paragraph (c) of this clause).

(4) Contractor actions to support DoD damage assessment. In response to the reported cyber incident, the Contractor shall—

(i) Conduct further review of its unclassified network for evidence of compromise resulting from a cyber incident to include, but is not limited to, identifying compromised computers, servers, specific data and users accounts. This includes analyzing information systems that were part of the compromise, as well as other information systems on the network that were accessed as a result of the compromise;

(ii) Review the data accessed during the cyber incident to identify specific unclassified controlled technical information associated with DoD programs, systems or contracts, including military programs, systems and technology; and

(iii) Preserve and protect images of known affected information systems and all relevant monitoring/packet capture data for at least 90 days from the cyber incident to allow DoD to request information or decline interest.

(5) DoD damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor point of contact identified in the incident report at (d)(1) of this clause provide all of the damage assessment information gathered in accordance with paragraph (d)(4) of this clause. The Contractor shall comply with damage assessment information requests. The requirement to share files and images exists unless there are legal restrictions that limit a company's ability to share digital media. The Contractor shall inform the Contracting Officer of the source, nature, and prescription of such limitations and the authority responsible.

(e) Protection of reported information. Except to the extent that such information is lawfully publicly available without restrictions, the Government will protect information reported or otherwise provided to DoD under this clause in accordance with applicable statutes, regulations, and policies. The Contractor shall identify and mark attribution information reported or otherwise provided to the DoD. The Government may use information, including attribution information and disclose it only to authorized persons for purposes and activities consistent with this clause.

(f) Nothing in this clause limits the Government's ability to conduct law enforcement or counterintelligence activities, or other lawful activities in the interest of homeland security and national security. The results of the activities described in this clause may be used to support an investigation and prosecution of any person or entity, including those attempting to infiltrate or compromise information on a contractor information system in violation of any statute.

(g) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (g), in all subcontracts, including subcontracts for commercial items.

(End of clause)

252.216-7006 ORDERING (MAY 2011)

(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 contract schedule. Such orders may be issued from 09/01/2015 through 08/31/2016.

(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)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

252.225-7048 EXPORT-CONTROLLED ITEMS (JUNE 2013)

(a) Definition. "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes--

(1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120; and

(2) "Items," defined in the EAR as "commodities", "software", and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);

(2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);

(4) The Export Administration Regulations (15 CFR Parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and

(6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line item(s) _____ is/are incrementally funded. For this/these item(s), the sum of \$---- _____ of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract \$--

(month) (day), (year) \$---

(month) (day), (year) \$---

(month) (day), (year) \$---

(End of clause)

252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL
(JUN
2013)

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

Detainee means any person captured, detained, held, or otherwise under the effective control of DoD personnel (military or civilian) in connection with hostilities. This includes, but is not limited to, enemy prisoners of war, civilian internees, and retained personnel. This does not include DoD personnel or DoD contractor personnel being held for law enforcement purposes.

Interrogation of detainees means a systematic process of formally and officially questioning a detainee for the purpose of obtaining reliable information to satisfy foreign intelligence collection requirements.

(b) Contractor personnel shall not interrogate detainees.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial items, that may require subcontractor personnel to interact with detainees in the course of their duties.

(End of clause)

252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (MAR 2015)

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

(1) Demilitarization means the act of eliminating the functional capabilities and inherent military design features from DoD personal property. Methods and degree range from removal and destruction of critical features to total destruction by cutting, tearing, crushing, mangling, shredding, melting, burning, etc.

(2) Export-controlled items means items subject to the Export Administration Regulations (EAR) (15 CFR parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR parts 120-130). The term includes--

(i) Defense items, defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, etc.; and

(ii) Items, defined in the EAR as ``commodities," ``software," and ``technology," terms that are also defined in the EAR, 15 CFR 772.1.

(3) Ineligible transferees means individuals, entities, or countries--

(i) Excluded from Federal programs by the General Services Administration as identified in the System for Award Management Exclusions located at <https://www.acquisition.gov>;

(ii) Delinquent on obligations to the U.S. Government under surplus sales contracts;

(iii) Designated by the Department of Defense as ineligible, debarred, or suspended from defense contracts; or

(iv) Subject to denial, debarment, or other sanctions under export control laws and related laws and regulations, and orders

administered by the Department of State, the Department of Commerce, the Department of Homeland Security, or the Department of the Treasury.

(4) Scrap means property that has no value except for its basic material content. For purposes of demilitarization, scrap is defined as recyclable waste and discarded materials derived from items that have been rendered useless beyond repair, rehabilitation, or restoration such that the item's original identity, utility, form, fit, and function have been destroyed. Items can be classified as scrap if processed by cutting, tearing, crushing, mangling, shredding, or melting. Intact or recognizable components and parts are not ``scrap."

(5) Serviceable or usable property means property with potential for reutilization or sale ``as is" or with minor repairs or alterations.

(b) Inventory disposal schedules. Unless disposition instructions are otherwise included in this contract, the Contractor shall complete SF 1428, Inventory Schedule B, within the Plant Clearance Automated Reutilization Screening System (PCARSS). Information on PCARSS can be obtained from the plant clearance officer and at <http://www.dema.mil/ITCSO/CBT/PCARSS/index.cfm>.

(1) The SF 1428 shall contain the following:

(i) If known, the applicable Federal Supply Code (FSC) for all items, except items in scrap condition.

(ii) If known, the manufacturer name for all aircraft components under Federal Supply Group (FSG) 16 or 17 and FSCs 2620, 2810, 2915, 2925, 2935, 2945, 2995, 4920, 5821, 5826, 5841, 6340, and 6615.

(iii) The manufacturer name, make, model number, model year, and serial number for all aircraft under FSCs 1510 and 1520.

(iv) Appropriate Federal Condition Codes. See Appendix 2 of DLM 4000.25-2, Military Standard Transaction Reporting and Accounting Procedures (MILSTRAP) manual, edition in effect as of the date of this contract. Information on Federal Condition Codes can be obtained at http://www2.dla.mil/j-6/dlmsso/elibrary/manuals/dlm/dlm_pubs.asp#.

(2) If the schedules are acceptable, the plant clearance officer shall complete and send the Contractor a DD Form 1637, Notice of Acceptance of Inventory.

(c) Proceeds from sales of surplus property. Unless otherwise provided in the contract, the proceeds of any sale, purchase, or retention shall be--

(1) Forwarded to the Contracting Officer;

(2) Credited to the Government as part of the settlement agreement;

(3) Credited to the price or cost of the contract; or

(4) Applied as otherwise directed by the Contracting Officer.

(d) Demilitarization, mutilation, and destruction. If demilitarization, mutilation, or destruction of contractor inventory is required, the Contractor shall demilitarize, mutilate, or destroy contractor inventory, in accordance with the terms and conditions of the contract and consistent with Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. The plant clearance officer may authorize the purchaser to demilitarize, mutilate, or destroy as a condition of sale provided the property is not inherently dangerous to public health and safety.

(e) Classified Contractor inventory. The Contractor shall dispose of classified contractor inventory in accordance with applicable security guides and regulations or as directed by the Contracting Officer.

(f) Inherently dangerous Contractor inventory. Contractor inventory dangerous to public health or safety shall not be disposed of unless rendered innocuous or until adequate safeguards are provided.

(g) Contractor inventory located in foreign countries. Consistent with contract terms and conditions, property disposition shall be in accordance with foreign and U.S. laws and regulations, including laws and regulations involving export controls, host nation requirements, Final Governing Standards, and Government-to-Government agreements. The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(h) Disposal of scrap.

(1) Contractor with scrap procedures.

(i) The Contractor shall include within its property management procedure, a process for the accountability and management of Government-owned scrap. The process shall, at a minimum, provide for the effective and efficient disposition of scrap, including sales to scrap dealers, so as to minimize costs, maximize sales proceeds, and, contain the necessary internal controls for mitigating the improper release of non-scrap property.

(ii) The Contractor may commingle Government and contractor-owned scrap and provide routine disposal of scrap, with plant clearance officer concurrence, when determined to be effective and efficient.

(2) Scrap warranty. The plant clearance officer may require the Contractor to secure from scrap buyers a DD Form 1639, Scrap Warranty.

(i) Sale of surplus Contractor inventory.

(1) The Contractor shall conduct sales of contractor inventory (both useable property and scrap) in accordance with the requirements of this contract and plant clearance officer direction.

(2) Any sales contracts or other documents transferring title shall include the following statement:

``The Purchaser certifies that the property covered by this contract will be used in (name of country). In the event of resale or export by the Purchaser of any of the property, the Purchaser agrees to obtain the appropriate U.S. and foreign export or re-export license approval."`

(j) Restrictions on purchase or retention of Contractor inventory. (1) The Contractor may not knowingly sell the inventory to any person or that person's agent, employee, or household member if that person--

(i) Is a civilian employee of the DoD or the U.S. Coast Guard;

(ii) Is a member of the armed forces of the United States, including the U.S. Coast Guard; or

(iii) Has any functional or supervisory responsibilities for or within the DoD's property disposal/disposition or plant clearance programs or for the disposal of contractor inventory.

(2) The Contractor may conduct Internet-based sales, to include use of a third party.

(3) If the Contractor wishes to bid on the sale, the Contractor or its employees shall submit bids to the plant clearance officer prior to soliciting bids from other prospective bidders.

(4) The Contractor shall solicit a sufficient number of bidders to obtain adequate competition. Informal bid procedures shall be used, unless the plant clearance officer directs otherwise. The Contractor shall include in its invitation for bids, the sales terms and conditions provided by the plant clearance officer.

(5) The Contractor shall solicit bids at least 15 calendar days before bid opening to allow adequate opportunity to inspect the property and prepare bids.

(6) For large sales, the Contractor may use summary lists of items offered as bid sheets with detailed descriptions attached.

(7) In addition to mailing or delivering notice of the proposed sale to prospective bidders, the Contractor may (when the results are expected to justify the additional expense) display a notice of the proposed sale in appropriate public places, e.g., publish a sales notice on the Internet in appropriate trade journals or magazines and local newspapers.

(8) The plant clearance officer or representative will witness the bid opening. The Contractor shall submit, either electronically or manually, two copies of the bid abstract.

(9) The following terms and conditions shall be included in sales contracts involving the demilitarization, mutilation, or destruction of property:

(i) Demilitarization, mutilation, or destruction on Contractor or subcontractor premises. Item(s) ---- require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(ii) Demilitarization, mutilation, or destruction off Contractor or subcontractor premises.

(A) Item(s) ---- require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(B) Property requiring demilitarization shall not be removed, and title shall not pass to the Purchaser, until demilitarization has been accomplished and verified by a Government representative. Demilitarization will be accomplished as specified in the sales contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(C) The Purchaser agrees to assume all costs incident to the demilitarization and to restore the working area to its present condition after removing the demilitarized property.

(iii) Failure to demilitarize. If the Purchaser fails to demilitarize, mutilate, or destroy the property as specified in the contract, the Contractor may, upon giving 10 days written notice from date of mailing to the Purchaser--

(A) Repossess, demilitarize, and return the property to the Purchaser, in which case the Purchaser hereby agrees to pay to the Contractor, prior to the return of the property, all costs incurred by the Contractor in repossessing, demilitarizing, and returning the property;

(B) Repossess, demilitarize, and resell the property, and charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the purchase price and refund the balance of the purchase price, if any, to the Purchaser. In the event the costs exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor; or

(C) Repossess and resell the property under similar terms and conditions. In the event this option is exercised, the Contractor shall charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the original purchase price and refund the balance of the purchase price, if any, to the defaulting Purchaser. Should the excess costs to the Contractor exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor.

(End of clause)

5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

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

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

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

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

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

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

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

(End of clause)

5252.217-9301 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.

5252 If the Government exercises this option, the extended contract shall be considered to include this option provision.

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

5252.201-9300 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 _____ [fill in blank]. 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 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.

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

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

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

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

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

(a) Government-Furnished Facilities. The Government will furnish or make available to the Contractor the facilities described in Section C3. The Contractor shall be responsible and accountable for such facilities accepted for use and shall take adequate precautions to prevent fire hazards, odors, and vermin. Janitorial and refuse collection services for Government-furnished facilities shall be provided by the Contractor. The Contractor shall obtain written approval from the Contracting Officer prior to making any modifications or alterations to the facilities. Any such modifications or alterations approved by the Government will be made at the expense of the Contractor. At the completion of the contract all facilities shall be returned to the Government in the same condition as received, except for reasonable wear and tear.

(b) Government-Furnished Equipment. NONE

(c) Government-Furnished Material. NONE

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

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

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

ATTACHMENT

NO.	ATTACHMENT NAME
J-1	Exhibits Line Items A-E
J-C2	Performance Requirements Summary (PRS)
J-C3	Service Call Historical Data
J-C4	Guards Service Requirements
J-C5	Guards Service Standard Operating Procedures (SOP)
J-C6	Map of Lawn Maintenance Areas
J-C7	Area of Snow Clearing Areas
J-C8	Map of Snow Clearing Areas
J-C9	Heating Equipment List
J-C10	Preventive Maintenance Checklists
J-C11	Sample Task Order (DD1155)
J-C12	Amendment of Solicitation/Modification of Contract (SF30)
J-C13	Contractor Discrepancy Report (CDR)
J-C14	Directives
J-C15	Custodial Services location and frequency chart
J-E1	Engineered Performance Standards Handbook Publications
J-E2	Performance Evaluation Form
J-G1	Invoicing Instructions

ATTACHMENTS

ATTACHMENT J-C2

PERFORMANCE REQUIREMENTS SUMMARY

The Contract Requirements listed in the attached PRS represent specific tasks which are to be performed under the contract. The cost of a Contract Requirement includes the costs of all the labor, equipment, materials, fringe benefits, overhead and profit associated with that particular Contract Requirement. Items such as "Maintenance Management" are therefore not listed as Contract Requirements as such functions are considered to be included in the scope of the individual Contract Requirements.

The Performance Requirements associated with each Contract Requirement are as shown in the PRS and include:

a. Work Requirements. A series of work requirements associated with each particular Contract Requirement are listed in column 3 of the PRS. The Work Requirements are typically specified in terms of timeliness of performance, the quality of the work, and the preparation of documentation associated with a particular Contract Requirement.

b. Weight. The value of each Work Requirement is specified as a percentage of the Contract Requirement with which it is associated in column 4 of the PRS. The percentages are based on judgment, taking into account both the costs incurred by the Contractor in carrying out a particular Work Requirement, and the detriment to the Government if the Work Requirement is not satisfied.

c. Standard of Performance. The Standard of Performance for each Work Requirement is summarized in column (5) of the PRS by referring to applicable schedules in Section J specifying timeframes for completion and the paragraph in Section C of the Performance Work Statement.

ATTACHMENT J-C2

PERFORMANCE REQUIREMENTS SUMMARY				
CONTRACT REQUIREMENTS		PERFORMANCE REQUIREMENTS		
(1) ITEM NO.	(2) CONTRACT REQUIREMENT	(3) WORK REQUIREMENT	(4) WEIGHT (%)	(5) STANDARD OF PERFORMANCE
A0010 1	Service Calls	a. Perform quality work.	70%	Work completed in conformance with quality standards. IAW C.6.a.
		b. Complete work within the required time period.	20%	Completed IAW C.6.a.
		c. Properly Document Service Calls.	10%	Completed IAW C.6.a.
A00102	Guard Services	a. Perform quality work.	100%	Work completed in conformance with quality standards. IAW C.6.b.
NAVY SITE				
A00103	Custodial Services	a. Perform quality work.	80%	Work completed in conformance with quality standards. IAW C.6.c.
		b. Complete work within the required time period.	20%	Completed IAW C.6.c.
A00104	Grounds Maintenance	a. Perform quality work.	80%	Work completed in conformance with quality standards. IAW C.6.d.
		b. Complete work within the required time period.	20%	Completed IAW C.6.d.
A00105	Snow and Ice Removal	a. Perform quality work.	80%	Work completed in conformance with quality standards. IAW C.6.e.
		b. Complete work within the required time period.	20%	Completed IAW C.6.e.
A00106	Preventive Maintenance and Heating Units.	a. Perform quality PM work.	80%	Inspect the Space unit or Baseboard unit to make sure it is working properly.
		c. Document all replacement /repair services.	20%	Completed IAW C.7.
A00107	Preventive Maintenance of Fire Alarm Systems.	a. Perform quality PM work.	50%	Work completed in conformance with quality standards. IAW C.6.g.
		b. Complete PM work within the required time period.	30%	Completed IAW schedule, Attachment J-C10.
		c. Document all PM services.	20%	Completed IAW C.7.

A00108	Preventive Maintenance of Surveillance Camera Monitoring System.	a. Perform quality PM work.	50%	Work completed in conformance with quality standards. IAW C.6.h.
		b. Complete PM work within the required time period.	30%	Completed IAW schedule, Attachment J-C10.
		c. Document all PM services.	20%	Completed IAW C.7.
A00109	Quarterly Roof Preventive Maintenance.	a. Perform quality PM work.	50%	Work completed in conformance with quality standards. IAW C.6.j.
		b. Complete PM work within the required time period.	30%	Completed IAW schedule, Attachment J-C10.
		c. Document all PM services.	20%	Completed IAW C.7.
PERFORMANCE REQUIREMENTS SUMMARY				
CONTRACT REQUIREMENTS		PERFORMANCE REQUIREMENTS		
(1) ITEM NO.	(2) CONTRACT REQUIREMENT	(3) WORK REQUIREMENT	(4) WEIGHT (%)	(5) STANDARD OF PERFORMANCE
<u>NORTH EAST ARM RECREATION CENTER</u>				
A00110	Caretaker Services	a. Perform quality work.	50%	Work completed in conformance with quality standards. IAW C.6.m.
		b. Complete work within the required time period.	30%	Completed IAW C.6.m.
		c. Document all services.	20%	Completed IAW C.7.

ATTACHMENT J-C3

SERVICE CALL HISTORICAL DATA

SERVICE CALL HISTORICAL DATA 1 SEPTEMBER 2014 - 31 JANUARY 2015

Month/Year	Service Call #'s	# of Routine Service Calls	# of Emergency Service Calls	Labour Hours	Material Cost
Sep-14	552-563	13	0	54	\$123.60
Oct-14	564-575	10	2	56	\$179.55
Nov-14	576-587	10	2	120	\$233.00
Dec-14	588-596	9	0	32	\$77.00
Jan-15	597-606	10	0	61	\$344.00
Total (September 2014 - January 2015)		52	4	594	\$957.15

SERVICE CALL HISTORICAL DATA 1 SEPTEMBER 2013 - 31 AUGUST 2014

Month/Year	Service Call #'s	# of Routine Service Calls	# of Emergency Service Calls	Labour Hours	Material Cost
Sep-13	409-417	9	0	20	\$178.96
Oct-13	418-430	13	0	52	\$435.00
Nov-13	431-441	11	0	26	\$49.00
Dec-13	442-454	13	0	64	\$28.65
Jan-14	455-470	16	0	62	\$135.00
Feb-14	471-481	11	0	40	\$37.90
Mar-14	482-493	12	0	48	\$391.00
Apr-14	494-505	12	0	130	\$493.00
May-14	506-519	14	0	62	\$1,049.80
Jun-14	520-529	10	0	50	\$191.00
Jul-14	530-540	11	0	38	\$110.95
Aug-14	541-551	11	0	28	\$39.60
Total (September 2013 - August 2014)		143	0	620	\$3,139.86

SERVICE CALL HISTORICAL DATA 1 SEPTEMBER 2012 - 31 AUGUST 2013

Month/Year	Service Call #'s	# of Routine Service Calls	# of Emergency Service Calls	Labour Hours	Material Cost
Sep-12	271-279	9	0	21	\$0.00
Oct-12	280-289	10	0	25	\$0.00
Nov-12	290-301	12	0	29	\$539.88
Dec-12	302-312	11	0	33	\$139.00
Jan-13	313-323	11	0	32	\$195.00
Feb-13	324-344	21	0	74	\$479.00
Mar-13	345-356	12	0	41	\$192.98
Apr-13	357-366	10	0	30	\$107.50
May-13	367-376	10	0	26	\$118.00
Jun-13	377-387	11	0	36	\$278.50
Jul-13	388-397	10	0	26	\$61.57
Aug-13	398-407	10	0	37	\$37.60
Total (September 2012 to August 2013)		137	0	410	\$2,149.03

SERVICE CALL HISTORICAL DATA 1 SEPTEMBER 2011 - 31 AUGUST 2012

Month/Year	Service Call #'s	# of Routine Service Calls	# of Emergency Service Calls	Labour Hours	Material Cost
Sep-11	135-145	11	0	34	\$38.00
Oct-11	146-156	10	1	36	\$39.00
Nov-11	157-166	10	0	22	\$81.00
Dec-11	167-176	10	0	22	\$43.50
Jan-12	177-187	9	2	46	\$373.96
Feb-12	190-200	9	2	22	\$64.00
Mar-12	201-212	12	0	28	\$85.25
Apr-12	213-222	10	0	20	\$84.64
May-12	223-233	11	0	28	\$479.15
Jun-12	234-249	16	0	58	\$293.82
Jul-12	250-259	10	0	29	\$159.75
Aug-12	260-270	11	0	30	\$74.50
Total (September 2011 to August 2012)		129	5	375	\$1,816.57

ATTACHMENT J-C4
GUARD SERVICE REQUIREMENTS

Normal Operations (Approximately 44 weeks)

Shift	Time	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total Hours avail. per Week
1	0800-1600	8						8	16
2	1600-2400	2	2	2	2	2	2	2	14
3	0000-0800	2	1	1	1	1	2	2	10
	Total	12	3	3	3	3	4	12	40

Contract Specialist on Vacation (Approximately 8 weeks)

Shift	Time	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total Hours avail. per Week
1	0800-1600	8	8	8	8	8	8	8	56
2	1600-2400	2	2	2	2	2	2	2	14
3	0000-0800	2	1	1	1	1	2	2	10
	Total	12	11	11	11	11	12	12	80

ATTACHMENT J-C5**SECURITY GUARD STANDARD OPERATING PROCEDURES (SOP)**

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GUARDS SERVICE STANDARD OPERATING PROCEDURES (SOP)

1. **FUNCTIONS OF THE GUARD FORCE.** The guard force is concerned with all matters relating to the security of the command which include:

- a. Safeguarding materials and / or information against espionage and unauthorized disclosure.
- b. Safeguarding the activity against sabotage or any other incident which might jeopardize the normal operation of the command, such as theft, robbery, riot, lawlessness, demonstrations, etc.
- c. Assisting in plans and procedures to be followed in the event of any major catastrophe, such as hurricanes, earthquakes, floods, conflagration, and hostile acts to ensure adequate security measures are maintained within the command.

2. **DUTIES OF THE GUARD FORCE.** The following is a summary of the general duties performed by the guard force:

- a. To protect all persons and property in view.
- b. To keep constantly alert and observe everything within sight or hearing.
- c. To report all violations of published and/or verbal orders.
- d. To remain on assignment until properly relieved by direction of a supervisor.
- e. To pass all information relative to assignment to the relieving guard.
- f. To sound the alarm and take action when warranted in event of fire, disorder, or any other emergency.
- g. To keep the supervisor advised of changes and conditions within and surrounding the assignment manned.
- h. To turn over any money or valuables recovered to a supervisor, immediately reporting the circumstances.
- i. To obey all proper orders emanating from supervisory authority.
- j. To promote efficiency by discouraging nonofficial conversations and assemblages.
- k. To inform supervisors of any change in address, phone number, or any other matter which might affect availability for duty.
- l. To review new orders or assignments upon return to duty from leave or sign off.
- m. Observe and patrol designated perimeter areas, structures, and activities of security interest.
- n. Deter and report persons or vehicles attempting or gaining unauthorized access to security areas.
- o. Check security status of designated repositories, rooms, or buildings during other than regular working hours.
- p. Respond to protective alarm signals and other indications of suspicious activity.
- q. Enforce systems for personnel, vehicle, and property control.

r. Endeavor to prevent theft, pilferage, riots, espionage, sabotage, and other criminal acts.

3. AUTHORITY.

a. Guards shall have the authority on behalf of the Commander, Undersea Surveillance to enforce all naval directives from higher authority and all local directives as well as other rules and regulations issued under the authority of the Commanding Officer. The proper method for enforcing such directives, rules, and regulations will depend upon the circumstances of each individual case but may include reporting of violators, apprehension of intruders, and detention of military or civilians pending arrival of security police or other appropriate authority in order that investigation, determination of identity and circumstances, and proper disposition may be carried out. In all cases, the authority for enforcement must be properly exercised using good, sound judgment. Immediate coordination through the shift supervisor with the security office shall be made when apprehension or detention is utilized.

b. Guards have only the same power of arrest as a private citizen. The guards may arrest, without a warrant, persons reasonably and in good faith believed to be guilty of a felony, where a felony has in fact been committed; and arrest persons committing a felony in their presence. Guards may also arrest persons committing a misdemeanor in their presence if the persons are also involved in a breach of the peace. As private citizens, guards have a right to protect their own lives and property and as employees of the Contractor they have a special right to protect the property and personnel of the Government from criminal injuries.

c. Under the authority of the Commander, Undersea Surveillance, guards have the power to detain military personnel or civilians for appropriate investigations and disposition in performing their function to secure Government property and personnel. This detention shall be only for the minimum amount of time necessary to make a proper disposition of the individual involved according to the circumstances of the case.

4. LIMITS OF NAVAL JURISDICTION. The Commander, Undersea Surveillance has the following type of jurisdiction within the specified boundaries: concurrent jurisdiction: this exists when, in granting to the Government authority which would otherwise amount to exclusive jurisdiction over an area, the State reserves to itself the right to exercise, concurrently with the United States, all of the same authority. Guards have no jurisdiction outside these boundaries other than that of a civilian unless they have received authority from State or Local authorities.

5. APPREHENSION OF PERSONS. Guards may apprehend and detain persons only within their jurisdiction and then only for as long as necessary to transfer such persons to law enforcement personnel. Delay in transferring offenders to appropriate law enforcement personnel may make the guard subject to charges of false arrest. A guard shall avoid the use of force where the apprehension can be made without resort to its use. If the apprehension cannot be made without resort to the use of force, personnel shall use the minimum amount of force necessary. The use of excessive force makes a guard liable to prosecution under law. Detention of any person requires an incident report to be completed.

a. Persons who commit offenses within the limits of a naval station or other shore activity are subject to trial under local or national laws in which the station of activity is situated. The Contracting Officer shall be notified for appropriated action.

6. PERSONNEL IDENTIFICATION BADGES. All personnel requiring access to Government property will meet the requirements of a need to be aboard and will be identified by one of the forms of identification listed below. For the purposes of entry, a "Visitor" is considered to be any person not attached to or employed by a Command or tenant at this activity. A Contractor is a special form of visitor. The guard shall not allow any person to pass his post without proper identification.

a. Cards which are defaced, altered in any way, illegible, or expired will not be honored. In the event of any discrepancy, refer the individual concerned to the Security Office.

b. Military personnel, military dependents, Federal civilian employees, and certain contract representatives will be granted access to the station, 24 hours a day, upon presentation of a valid identification in one of the following forms:

- (1) Armed Forces ID Card (DD 2N), Green, for active duty military personnel.
- (2) Armed Forces ID Card, Blue/Gray, for retired members with pay.
- (3) Armed Forces ID Card, Red, for reserve members.
- (4) Uniformed Services Identification and Privilege Card (DD 1173) for use by dependents (10 years of age and older) of active duty and retired with pay personnel, and by qualified contract personnel.
- (5) Optional Form 55, U. S. Government Identification Card.
- (6) DD Form 489, Department of Defense Identification Card.
- (7) Valid command identification card.

c. Non-military personnel requiring access to Government property must present one of the following valid forms of identification:

- (1) Valid driver's license.
- (2) Other photo identification

7. VEHICLE IDENTIFICATION. All military personnel and civilian employees desiring access aboard the station are required to have a valid vehicle permit on their private passenger vehicles, motorcycles or other types of motor driven conveyances in order to operate them on any military installation.

8. FIRE CALLS, AMBULANCE RUNS, LOCAL/STATE POLICE IN "HOT PURSUIT". In all emergency situations the guard shall allow the vehicle(s) to pass without delay but shall immediately notify the shift supervisor so that guard force personnel can assist in the emergency. Guards may be called upon to assist in ambulance operation or in emergencies to assist the Fire Department; however, assistance to the Fire Department will not require guards to perform hazardous fire fighting duties.

9. PROPERTY PASSES. All Government property being removed from this activity shall be accomplished by a property pass (S&A form 155, DD 1104, DD 1265, DD 1266, SF 1103 or SF 1131). All material property passes shall be inspected to ensure completeness and accuracy. Signatures shall be compared to the list of authorized signatures. When discrepancies are found in the preparation of a property pass or the property being removed, the person with the property shall be detained and the supervisor notified immediately,.

10. LAW ENFORCEMENT AGENCIES. Cooperation with Federal and Local Authorities shall be maintained. If such officials call in an official capacity, they shall be directed to the Contracting Officer during regular working hours.

11. REPORTS. Reporting of information relative to unusual happenings, threats, or actual damage to property, safety hazards, maintenance breakdowns, potential sabotage or espionage, injuries, etc. shall be brief and complete as to who, what, where, why, when, and how.

a. Incident Reports. Each report shall be numbered corresponding to the numbers on the Security Log. Reports may be handwritten (legibly) or typed. A copy shall be forwarded to the Contracting Officer within 48 hours of the incident. Incident Reports shall be complete and will have the signature of the reviewing supervisor.

b. Missing, Lost, Stolen, Recovered (MLSR) Reports. Sufficient information shall be provided to enable preparation of a MLSR report in all cases of Government property affected by SECNAVINST 5500.4, "MLSR Government Property; Reporting of".

12. NOTIFICATION OF INJURY OR ILLNESS. In the event of on the job injury or illness, notify the Contracting Officer.

13. COMMUNITY RELATIONS. The conduct of guards while on duty must be beyond reproach. Guards shall conduct themselves in a manner reflecting highest credit to the force. Guards shall treat all persons with courtesy and respect, constantly striving to win the good will of the community by demonstrating impartial enforcement of regulations. Courtesy, tact, diplomacy, and self-control shall be maintained even when firmness is necessary in the performance of duties. Guards personnel shall not engage in unofficial conversations and shall discourage loitering, both of which interfere with the proper performance of duty.

- a. Do not accuse anyone of dishonesty until definite facts have been established.
- b. Do not put your hands on suspected persons unless absolutely necessary.
- c. Do not use abusive or profane language.
- d. Do not make wisecracks or smart remarks.
- e. Do not shake your fist or finger at a person when requesting cooperation with regard to rules and regulations.
- f. Do not be known as an easy, careless guard.
- g. Do not personally dispose of actual or suspected cases of dishonesty. Report them to your supervisor,.

14. TELEPHONES. Telephone use is prohibited unless it is in the performance of duty. The Contractor provided telephone is for official calls only and shall not be abused.

15. STANDARD OF APPEARANCE. The guard shall, at all times, present a neat appearance: clothes cleaned, pressed, and in an acceptable state of repair. Coat and overcoat, when worn, shall be buttoned.

16. ROBBERY. In the event of a robbery (with force and violence) speed in notifying Contracting Officer and appropriate authorities, and in assisting the response forces is of utmost importance. Of primary importance is the safety and protection of all employees and visitors. Of equal importance is the identification of the intruders and vehicles used in the robbery. All posts shall be notified so that the base can be secured by closing and locking all entrances / exits.

17. PRESERVATION OF EVIDENCE.

- a. After a robbery or other felony has been committed and the intruders have left, the guard is to cordon off the scene and any escape route(s).
- b. All witnesses are to be detained (unless they require medical attention) so that each person can fill out description forms, and all names and addresses of witnesses may be obtained. All persons are to be instructed not to discuss the details of the incident with anyone until all have been questioned by the appropriate investigating authority.
- c. No one is to enter the area nor is anything to be touched, removed, or added. Onlookers shall not be allowed to approach the scene and shall be kept at a safe distance.

d. Picture taking is forbidden unless so authorized by the Contracting Officer.

e. Firefighting and rescue work shall not be impeded for any reason; however, care shall be taken by all engaged in the work to prevent unnecessary destruction or damage.

f. Nothing must be disturbed unless absolutely necessary in fighting fires or saving lives. If a guard finds anything having the remotest possibility of being evidence, he shall report the location, if it is safe to leave it; otherwise, if there is a possibility that it will be damaged, changed, or destroyed, he shall take immediate steps to preserve it. Handling shall be kept to a minimum and nothing shall be touched with naked fingertips or allowed to rub against another object. Evidence shall be preserved in the condition in which it was found in order to be of value. All evidence shall be identified as to location, position, date and time, and by name, if possible, for purposes of future testimony.

18. **BOMB THREATS.** If the guard receives a bomb threat (i.e., information that a bomb has been placed on Government property) and the threat is received by telephone, the following procedures are to be followed:

a. Keep the caller on the line as long as possible and record every word spoken by the caller.

b. If the location of the bomb or time of possible detonation is not given, attempt to get this information.

c. Pay particular attention to any background noises such as music or running motors which might give even a remote clue as to the place from which the call is being made.

d. Listen closely to the voice (male / female) quality, accents, and speech impediments.

e. Immediately after the caller hangs up, call the local authorities and Contracting Officer.

19. **NEWS MEDIA.** No member of the guard force is permitted to make statements to any news media concerning events and occurrences at this activity. All inquiries of this nature shall be referred to the Contracting Officer.

20. **RELIEF.** Guards shall not leave their post until properly relieved except in the event of an explosion, fire, or other similar disaster where their life is in immediate danger. "Properly relieved" is defined as "relieved by the oncoming guard at shift change, relieved for an authorized relief period (break), or relieved upon direction of the supervisor".

21. **ALERTNESS.** While standing posts, guards shall limit their conversations to official business. Listening to radios, reading books, newspapers and any material not connected with official duties is prohibited. No loitering of unauthorized personnel will be allowed at guard posts.

22. **USE OF ALCOHOLIC BEVERAGES.**

a. Any person appearing at entry points under the obvious influence of alcohol will be denied entry and the supervisor shall be notified who shall notify the Security Officer. The security police will take charge of the situation. An incident report shall be prepared on the incident.

b. Persons on station under the obvious influence of intoxicants shall be reported immediately to the duty officer.

c. The use of intoxicants by guard personnel while on duty is not permitted. No guard on duty will have in his possession any alcoholic beverage. No alcoholic beverage will be brought on base, transported, or stored in any guard's vehicle.

23. **DISASTER AND CIVIL DISORDER.** In general, the guard force element of the disaster control unit shall have as its mission the maintenance of base security, safeguarding Government property, suppression of acts of sabotage and espionage, the enforcement of rules and regulations of the Commander, Undersea Surveillance and directing traffic to assigned shelter areas.

SUMMARY OF PERSONNEL TRAINING REQUIREMENTS

1. Phase One Training. As specified in paragraph C.9.j(4), all guard force personnel shall complete the Phase One training requirements (or equivalent) specified in OPNAVINST 5530.14B. The following is a summary of the Phase One training requirements in OPNAVINST 5530.14B, and the minimum number of classroom training hours which must be spent on each subject area.

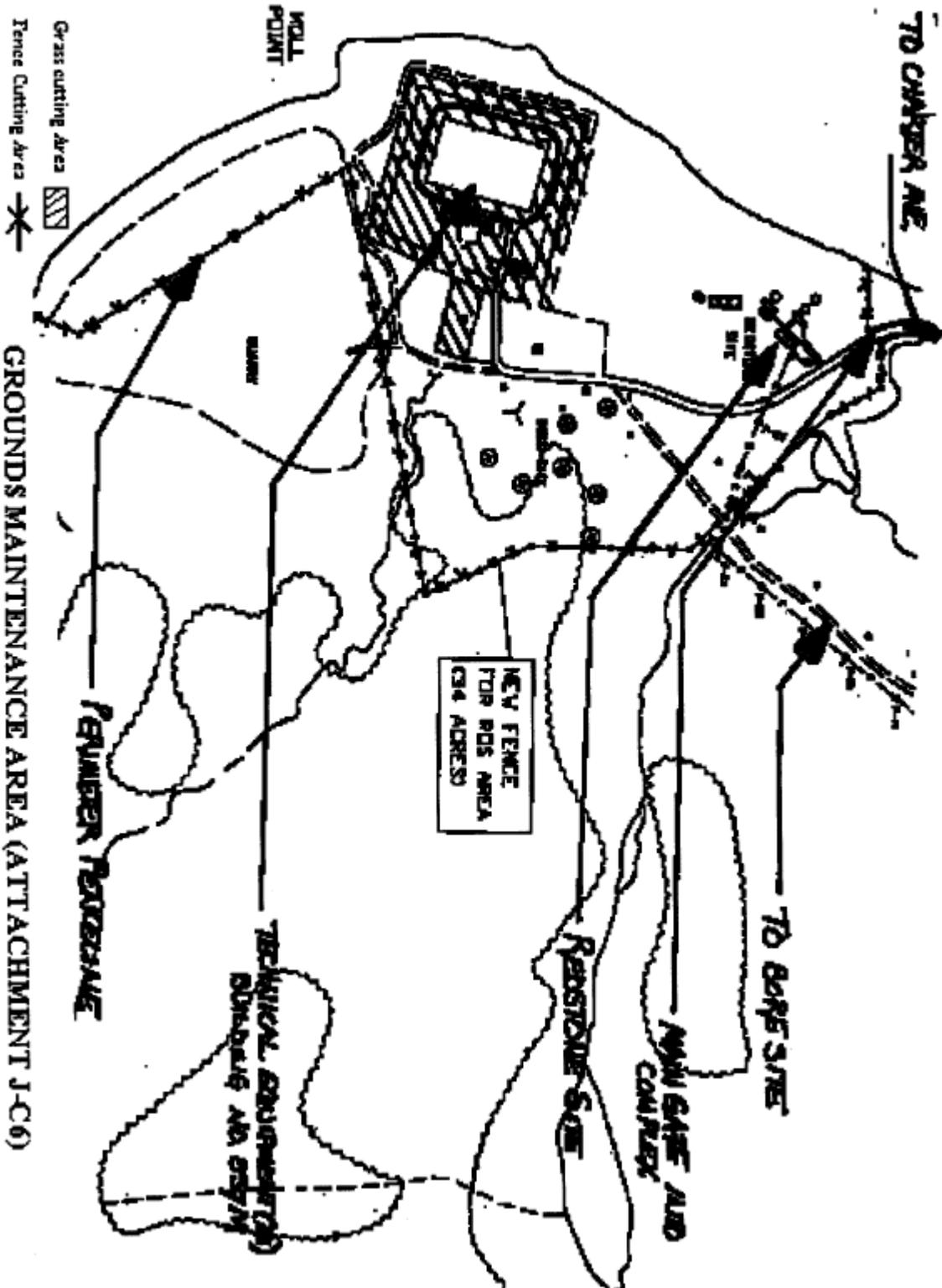
PHASE ONE MINIMUM TRAINING STANDARDS FOR CONTRACT GUARDS (From OPNAVINST 5530.14B, Appendix XIII)

Subjects	Minimum Hours
a. Administrative.	5 hours
(1) Overview / Orientation	
(2) Security Department Duties and Functions	
(3) Standards of Conduct	
(4) Forms and Reports / Report Writing	
(5) Area Familiarization / On-Job-Training	
b. Physical Security.	3 hours
(1) Vehicle and Personnel Movement Control	
(2) Threat Levels	
(3) Physical Security Safeguards	
c. Legal Subjects.	4 hours
(1) Jurisdiction and Authority	
(2) Rules of Evidence	
(3) Search and Seizure	
(4) Apprehension and Arrest	
d. Patrol.	3 hours
(1) Crime Prevention	
(2) Communication	
(3) Drugs of Abuse Identification, Prevention, and Control	
e. Unusual Incidents.	3 hours
(1) Crowd Control	
(2) Terrorism	
(3) Bomb Threats, Wrongful Destruction and Sabotage	
f. Professional Skills.	1 hour
(1) Use of Force	

2. Phase Two Training. The Phase II Training requirements of OPNAVINST 5530.14B shall be completed annually by all guard force personnel. The following is a summary of the Phase II training requirements and the minimum number of classroom training hours which must be spent on each subject.

PHASE TWO ANNUAL TRAINING
(From OPNAVINST 5530.14B, Appendix XIII)

Subjects	Minimum Hours
Jurisdiction	1.0 hours
Use of Force	1.0 hours
Search and Seizure	1.0 hours
Reports and Forms	1.0 hours
Crime Prevention Program	0.5 hours
Selective Enforcement	1.0 hours
Public Relations / Citizens Interaction	0.5 hours
Disaster and Emergency Plans	1.0 hours
Local Instructions and Procedures	<u>1.0 hours</u>
Total	8.0 hours

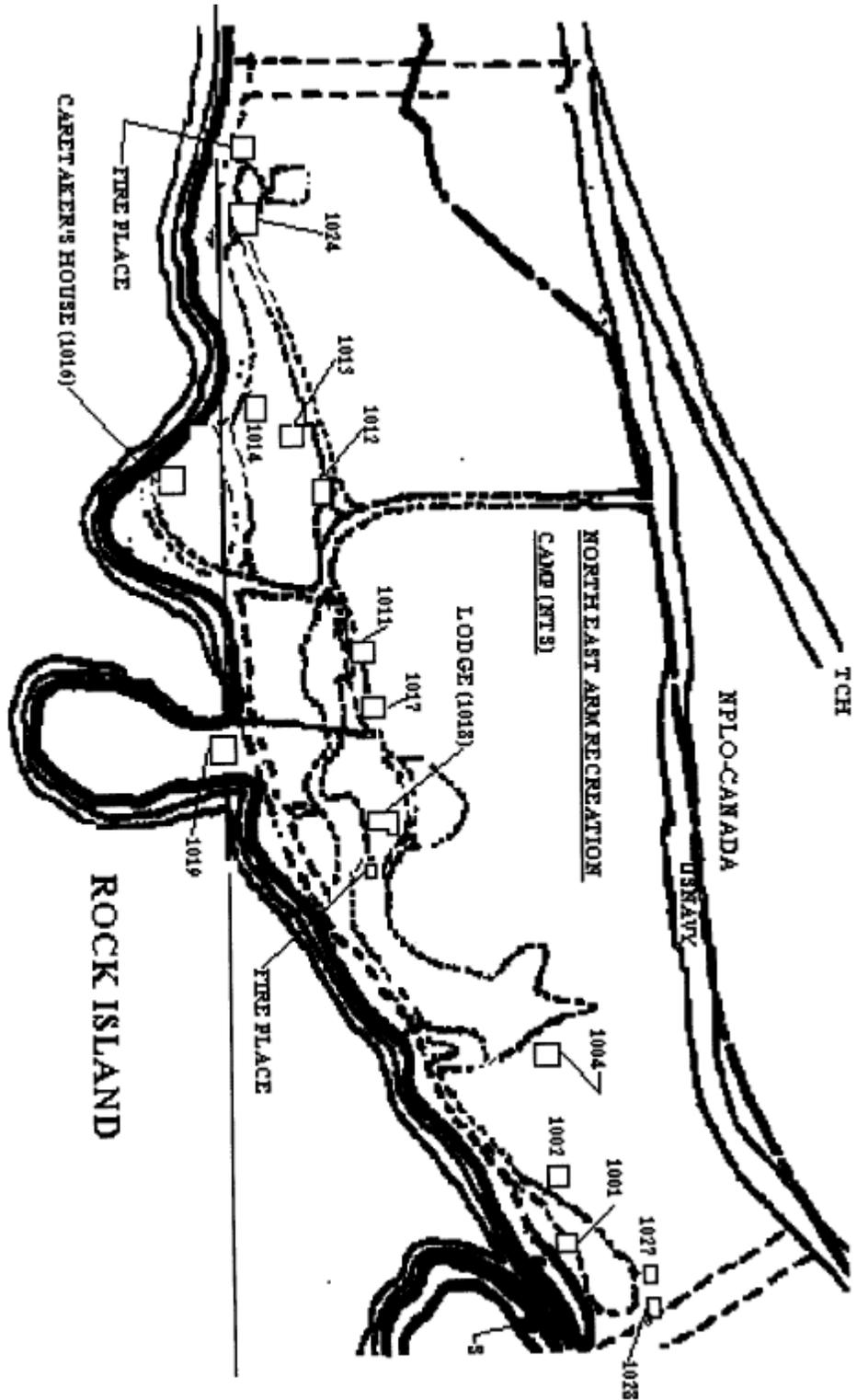


ATTACHMENT J-C7

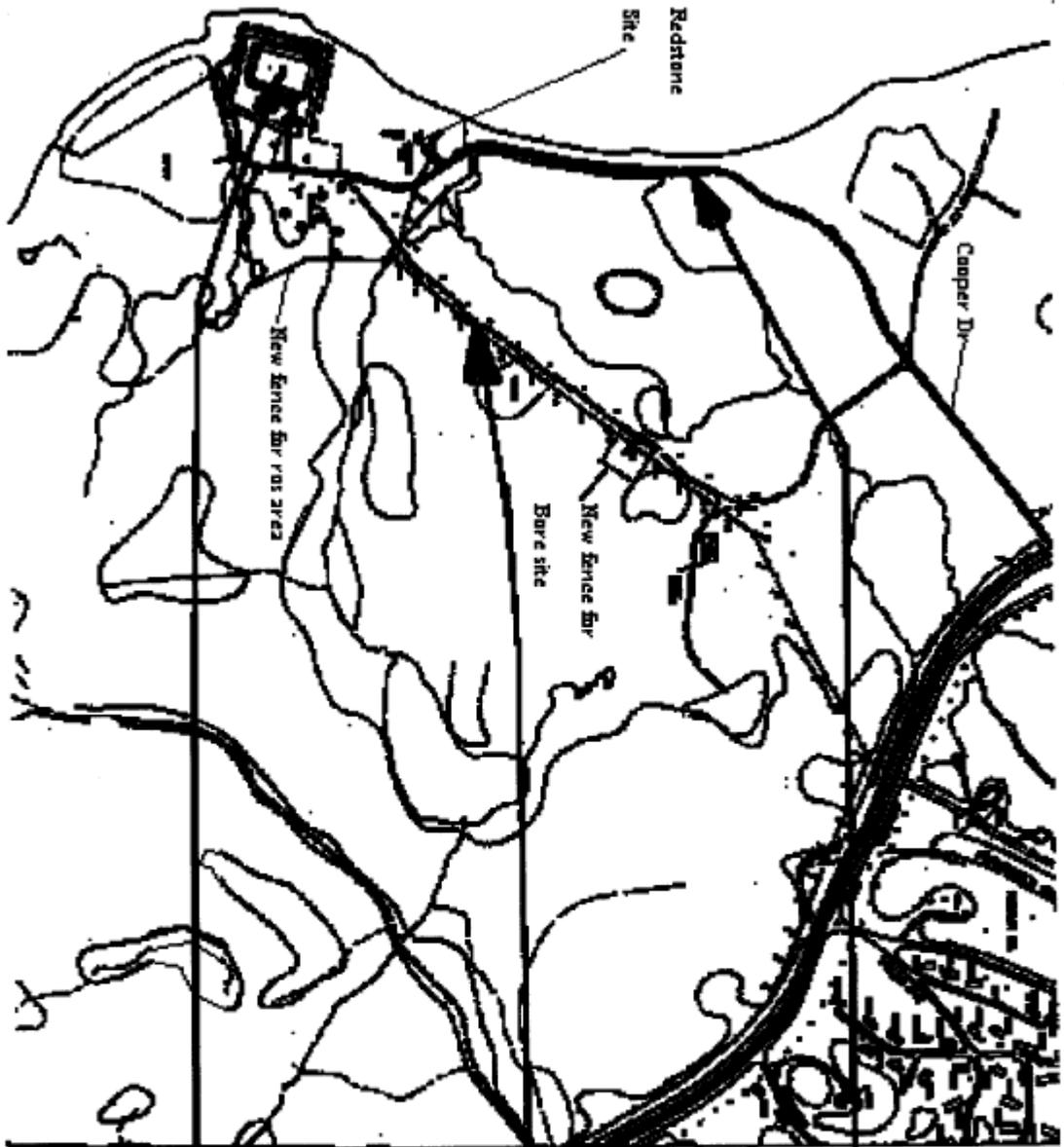
SNOW CLEARING AND REMOVAL AREA

Fixed Price Work		
Priority	Description	Area
Navy Site		
1	Road – Cooper Drive to Main Gate	5,163 SY
3	Road – Main Gate to T-Building	1,877 SY
4	Road – Around T-Building	939 SY
5	Sidewalks	22 SY
6	Road –. NEARC Site	22,193 SY
	Navy Site Total	30,194 SY

Indefinite Quantity Work		
	Description	Area
1	Road - Cooper Drive to Main Gate	5163 SY



NORTH EAST ARM RECREATION CENTER
(ATTACHMENT J-C8)

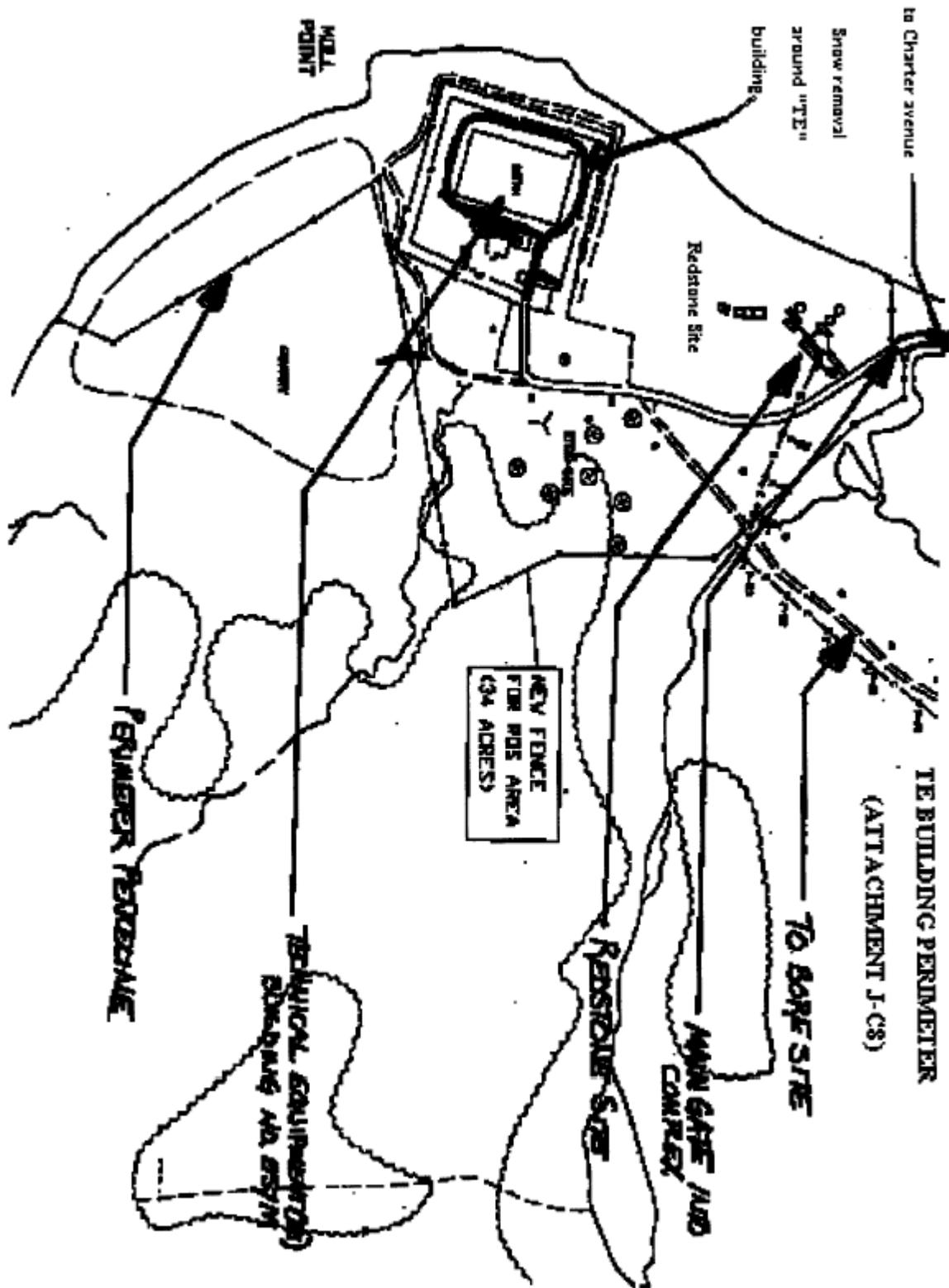


SNOW REMOVAL OF
COOPER DR FROM
CHARTER AVE TO T BLD
(including Redstone Site)

SNOW REMOVAL TO
BORE SITE.

TECHNICAL EQUIPMENT
BUILDING (857M)

OVERALL LAYOUT (ATTACHMENT J-C8)



ATTACHMENT J-C9
HEATING EQUIPMENT LIST

	Equipment Type	Model No.	Location
1	Baseboard Heaters		Admin Office/Guard House; Bldgs. 856M, 857M, and 858M
2	Space Heaters		Bldgs. 857M and 858M (Various locations)
3	Convection Heaters (wall type)		Bldg. 857M

ATTACHMENT J-C10

PREVENTIVE MAINTENANCE CHECKLIST

ELINs A00106 & A00113		Contract Requirement: HEATING UNITS PM	
Location:			
PM Technician:		Date:	
PREVENTIVE MAINTENANCE REQUIREMENTS			QAE INSP. RATING S/U
MONTHLY ☒ 1. Check with area personnel for deficiencies ☒ 2. Clean electrical wiring and connections; tighten loose connections. ☒ 3. Clean area around unit. ☒ 4. Check temperature reading.			
REMARKS: Other deficiencies noted or comments on condition of equipment:			
Brief description of materials and parts used:			
GOVERNMENT QUALITY ASSURANCE INSPECTION:			
Timely Performance (S/U):	Quality of Work (S/U):	Documentation (S/U):	Overall Rating (S/U):
Comments:			
QAE Signature		Date/Time	

ATTACHMENT J-C10

PREVENTIVE MAINTENANCE CHECKLIST

ELINs A00107 & A00114		Contract Requirement: FIRE ALARM SYSTEMS AND FIRE EXTINGUISHER PM	
Location:			
PM Technician:		Date:	
PREVENTIVE MAINTENANCE REQUIREMENTS			QAE INSP. RATING S/U
<p>MONTHLY</p> <ul style="list-style-type: none"> ⌘ 1. Visual inspection of all alarm equipment for obstruction or physical damage, clean dirt and dust from interior and exterior of panel/pull boxes, tighten loose connections. ⌘ 2. Notify Contracting Officer prior to testing. ⌘ 3. Conduct operational test of initiating and signal transmitting devices. ⌘ 4. Check battery voltage where installed; replace as required. <p>SEMI-ANNUAL</p> <ul style="list-style-type: none"> ⌘ 7. Conduct operational test of 20% of total number of spot type heat detectors and all smoke detectors. <p>ANNUAL</p> <ul style="list-style-type: none"> ⌘ 8. Certify Fire Extinguishers. 			
REMARKS: Other deficiencies noted or comments on condition of equipment:			
Brief description of materials and parts used:			
GOVERNMENT QUALITY ASSURANCE INSPECTION:			
Timely Performance (S/U):	Quality of Work (S/U):	Documentation (S/U):	Overall Rating (S/U):
Comments:			

QAE Signature	Date/Time
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ATTACHMENT J-C10

PREVENTIVE MAINTENANCE CHECKLIST

ELINs A00109 & A00116		Contract Requirement: QUARTERLY PM OF ROOFS	
Location:			
PM Technician:		Date:	
PREVENTIVE MAINTENANCE REQUIREMENTS			QAE INSP. RATING S/U
Ⓔ 1. Clean water catchment drains. Ⓔ 2. Inspect for wear from weathering, broken, cracked, loose, missing, sufficient side or end lap. Ⓔ 3. Inspect for low spots and water ponding, and drainage. Ⓔ 4. Notify Contracting Officer of any repairs which need to be made. Ⓔ 5. Check inside of Radomes for loose insulation.			
REMARKS: Other deficiencies noted or comments on condition of equipment:			
Brief description of materials and parts used:			
GOVERNMENT QUALITY ASSURANCE INSPECTION:			
Timely Performance (S/U):	Quality of Work (S/U):	Documentation (S/U):	Overall Rating (S/U):
Comments:			

QAE Signature	Date/Time
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ATTACHMENT J-C10

PREVENTIVE MAINTENANCE CHECKLIST

ELINs A00108		Contract Requirement: SURVEILLANCE CAMERA MON SYS PM	
Location:			
PM Technician:		Date:	
PREVENTIVE MAINTENANCE REQUIREMENTS			QAE INSP. RATING S/U
<p>MONTHLY</p> <p>⌘ 1. Check for proper operation of multiplexer and controller. Repair or replace as required.</p> <p>SEMI-ANNUAL</p> <p>⌘ 1. Check cable connections and repair as required.</p> <p>⌘ 2. Clean housing lenses in May and October.</p> <p>ANNUAL</p> <p>⌘ 1. Remove surveillance cameras from service and overhaul.</p>			
REMARKS: Other deficiencies noted or comments on condition of equipment:			
Brief description of materials and parts used:			
GOVERNMENT QUALITY ASSURANCE INSPECTION:			
Timely Performance (S/U):	Quality of Work (S/U):	Documentation (S/U):	Overall Rating (S/U):
Comments:			
QAE Signature		Date/Time	

**ATTACHMENT J-C11
SAMPLE TASK ORDER (DD 1155)**

ORDER FOR SUPPLIES OR SERVICES					PAGE 1 OF 1
1. CONTRACT/PRIORI ORDER/AGREEMENT NO.	2. DELIVERY ORDER/CL. NO.	3. DATE OF ORDER (YYYYMMDD)	4. DISCUSSION/WHICH REQUEST TO.	5. PRIORITY	
8. ISSUED BY	CODE	7. PROGRAM/PROJECT OR FUNDING	CODE	6. DELIVERY FILE	
9. CONT. ORDER	CODE	FACILITY	10. DELIVER TO FOR BY (UNIT)	11. IS BUSINESS P...	
NAME AND ADDRESS			12. DISCOUNT TERMS	13. MAIL INVOICES TO THE ADDRESS BELOW	
14. SHIP TO	CODE	15. PAYMENT WILL BE MADE BY	CODE	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCSS 1 AND 2.	
10. TYPE OF ORDER	DELIVERY CALL PURCHASE	The delivery order is issued on another Government agency or in accordance with and subject to the terms and conditions of an authorized contract.			
		ACCEPTANCE: The contractor hereby accepts the order presented by the purchaser hereof either as it may previously have been or as now modified, subject to all of the terms and conditions set forth and agrees to perform the same.			
		NAME OF CONTRACTOR	SIGNATURE	PRINTED NAME AND TITLE	DATE (MM/DD/YYYY)
		If this is a contract order, please use the appropriate contract number in the following number of spaces:			
17. ACCOUNTING AND APPROPRIATION DATA (LOCAL USE)					
18. TITLES	19. SPECIAL INSTRUCTIONS	20. QUANTITY ORDERED/ACCEPTED	21. UNIT PRICE	22. AMOUNT	
				0.00	
				0.00	
				0.00	
23. QUANTITY AVAILABLE BY GOVERNMENT TO WHICH CONTRACTOR IS TO DELIVER	24. UNITED STATES OF AMERICA	25. TOTAL	26. DIFFERENCE	0.00	
27. QUANTITY IN COLUMN 23 HAS BEEN	<input type="checkbox"/> INDICATED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT TERMS AS NOTED.	28. DATE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	29. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
30. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		31. SIGNATURE	32. DATE	33. INITIALS	
34. ELECTRONIC NUMBER	35. EMAIL ADDRESS	36. PARTIAL PAY	37. PAID BY	38. AMOUNT VERIFIED CORRECT FOR	
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.	37. SIGNATURE AND TITLE OF CERTIFYING OFFICER	39. PAYMENT	40. CHECK NUMBER	41. BILL OF LADING NO.	
38. DATE RECEIVED AT	39. RECEIVED BY (NAME)	40. DATE RECEIVED (YYYYMMDD)	41. TOTAL QUANTITY	42. ST ACCOUNT NUMBER	43. SHIP VOUCHER NO.

ATTACHMENT J-C12

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT (SF 30)

TO BE PROVIDED IF REQUESTED AFTER AWARD

ATTACHMENT J-C13

NAVFAC 4330/48 (9-89)

CONTRACT DISCREPANCY REPORT		1. CONTRACT NUMBER
GOVERNMENT ACTION		
2. TO: <i>(Contractor and Manager Name)</i>	3. FROM: <i>(Name of Government Representative)</i>	
4. DISCREPANCY OR PROBLEM <i>(Describe in Detail: Include reference in specification: Attach continuation sheet if necessary.)</i>		
5. CONTRACTOR NOTIFIED <i>(Date, Time, Contact point)</i>		
6. SIGNATURE OF CONTRACTING OFFICER		7. DATE
CONTRACTING ACTION		
8. TO: <i>(Contracting Officer)</i>	9. FROM: <i>(Contractor)</i>	
10. Contractor response as to cause, corrective action and actions to prevent recurrence <i>(Attach continuatuion sheet if necessary)</i>		
11. SIGNATURE OF CONTRACTOR		12. DATE
GOVERNMENT CLOSE OUT		
13. GOVERNMENT EVALUATION <i>(Acceptance, partial acceptance, rejection attach continuation sheet if necessary)</i>		
14. GOVERNMENT ACTIONS <i>(Payment deduction, cure noticem show cause, other.)</i>		
15. SIGNATURE OF CONTRACTING OFFICER		16. DATE

17. SIGNATURE OF REVIEWING OFFICIAL (<i>As Applicable</i>)	18. DATE
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ATTACHMENT J-C14**DIRECTIVES**

The directives and manuals listed in this attachment provide information concerning various authorizations, limitations, and approvals. The provisions of the directives listed herein shall be strictly adhered to.

SECURITY:

DOD 5220.22M,	Industrial Security Manual for Safeguarding Classified Information
DOD 5220.22R,	Industrial Security Regulations
DOD 5200.12,	Information Security Program Regulation
DOD 5200.2-R,	DOD Personnel Security Program Regulation
SECNAVINST	Assignment of Responsibilities to Counteract Fraud, Waste and Related
5430.92,	Improprieties Within the DON
SECNAVINST	Missing, Lost, Stolen or Recovered (MLSR) Government Property;
5500.4E	Reporting of
SECNAVINST	Use of Force by Personnel Engaged in Law Enforcement and Security
5500.29A	Duties
SECNAVINST	Reporting of Counterintelligence and Criminal Violations to the
5500.30E	Secretary of Defense Officials
SECNAVINST	Criminal and Security Investigations and Related Activities within
5520.3	the DON
OPNAVINST	DON Information Security Program Regulation
5510.1H	
OPNAVINST	Physical Security and Loss Prevention Manual
5530.14B	
OPNAVINST	DON Physical Security Instruction for Sensitive Conventional Arms,
5530.13	Ammunition and Explosives (AA&E)
OPNAVINST	Navy Law Enforcement Manual
5580.1	

ATTACHMENT J-C15

Custodial Service Location and Frequency Chart

	Floor Surface		Vacuum Carpet	Shampoo Carpet	Sweep/Dust Mop	Damp Mop	Empty Trash Cans	Restock Paper Towels	Clean and Service Restroom	Misc. Cleaning
Navy Site										
Administration office	RT	200			2W	2W	2W			
Administration restroom	RT	60			2W	2W	2W	2W	2W	
Bldg. 858, office	C	172	2A							
Bldg. 858, restroom	RT	36							4A	
Bldg. 857, kitchen	C	330	2A				2A			2A
Bldg. 857, restroom	RT	155							M	
Guardhouse, restroom	RT	72			2W	2W	2W	2W	2W	

ATTACHMENT J-E1**EPS MANUALS**

<u>Handbook</u>	<u>Navy Pub#</u>	<u>Army Pub#</u>	<u>AF Pub#</u>
Engineer's Manual	P-700	TB-420- 1	AFM-85-40
P-E's Instructor's Manual	P-700.1	TB-420-31	AFM-85-57
P-E's Class Exercises Workbook	P-700.2	TB-420-32	AFM-85-58
P-E's Deskguide	P-701.0	TB-420- 2	AFM-85-41
Carpentry	P-702.0	TB-420- 4	AFM-85-42
Electric, Electronic	P-703.0	TB-420- 6	AFM-85-43
Heating, Cooling, Ventilating	P-704.0	TB-420- 8	AFM-85-44
Service (Formerly E/S)	P-705.0	TB-420-30	AFM-85-55
Janitorial & Custod'l Services	P-706.0	TB-420-10	AFM-85-45
Machine Shop, Machine Repairs	P-707.0	TB-420-12	AFM-85-46
Masonry	P-708.0	TB-420-14	AFM-85-47
Moving, Rigging	P-709.0	TB-420-16	AFM-85-48
Paint	P-710.0	TB-420-18	AFM-85-49
Pipefitting, Plumbing	P-711.0	TB-420-20	AFM-85-50
Roads, Grounds, Pest Control & Refuse Collection	P-712.0	TB-420-22	AFM-85-51
Sheet Metal, Structural Iron & Welding	P-713.0	TB-420-24	AFM-85-52
Trackage	P-714.0	TB-420-26	AFM-85-53
Wharfbuilding	P-715.0	TB-420-28	AFM-85-54
Unit Price Standards (UPS)	P-716.0	TB-420-33	AFM-85-56
Preventive/Recurring Maint.	P-717.0	TB-420-34	AFM-85-59

ATTACHMENT J-E2
CONTRACTOR'S PERFORMANCE EVALUATION FORM
TO BE PROVIDED UPON REQUEST AFTER AWARD

ATTACHMENT J-G1

INVOICING INSTRUCTIONS IF WAWF NOT APPLICABLE

1. Submit invoices to the Officer in Charge, Facilities Support Contracts, P.O. Box 177, Freshwater, Placentia Bay, Newfoundland, Canada, AOB 1WO
2. Invoice is to be submitted forty-five (45) days after award and every thirty (30) days thereafter.
3. The following forms must be submitted for payment request, if applicable:
 - a. SF 30 (Amendment of Solicitation/Modification of Contract) (one (1) copy).
 - b. DD1155 (Task Order From) (one (1) copy).
 - b. NAVFAC Form 4330/7 (Contractor's Release) shall be executed in triplicate (all original signatures) and submitted with request for final payment.

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	DEC 2014
52.209-7	Information Regarding Responsibility Matters	JUL 2013
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.222-38	Compliance With Veterans' Employment Reporting Requirements	SEP 2010

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

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

- Offeror is an agency or instrumentality of a foreign government;
- Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

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

(f) Common parent.

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

Name-----

TIN-----

(End of provision)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.; and

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information

of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

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

The offeror represents that --

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

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

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

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) it has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(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.

(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)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

___ (iii) 252.225-7020, Trade Agreements Certificate.

___ Use with Alternate I.

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

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

- ___ Use with Alternate I.
- ___ Use with Alternate II.
- ___ Use with Alternate III.
- ___ Use with Alternate IV.
- ___ Use with Alternate V.

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

FAR/DFARS Clause #	Title	Date	Change

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

(End of provision)

252.209-7993 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2014 APPROPRIATIONS (DEVIATION 2014-000009) (FEB 2014)

(a) In accordance with sections 8113 and 8114 of the Department of Defense Appropriations Act, 2014, and sections 414 and 415 of the Military Construction and Veterans Affairs and Related Agencies Appropriations Act, 2014 (Public Law 113-76, Divisions C and J), none of the funds made available by those divisions (including Military Construction funds) may be used to enter into a contract with any corporation that—

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

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

(b) The Offeror represents that—

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

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

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.214-3	Amendments To Invitations For Bids	DEC 1989
52.214-4	False Statements In Bids	APR 1984
52.214-5	Submission Of Bids	MAR 1997
52.214-6	Explanation To Prospective Bidders	APR 1984
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids	NOV 1999
52.214-10	Contract Award--Sealed Bidding	JUL 1990
52.214-12	Preparation Of Bids	APR 1984
52.214-21	Descriptive Literature	APR 2002
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.232-38	Submission of Electronic Funds Transfer Information with Offer	JUL 2013
52.237-1	Site Visit	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.214-16 MINIMUM BID ACCEPTANCE PERIOD (APR 1984)

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of 120 calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement.

The bidder allows the following acceptance period: _____ calendar days.

(e) A bid allowing less than the Government's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

(End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a contract resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

DAWN CAIL
NAVFAC ATLANTIC
6506 HAMPTON BLVD
NORFOLK, VIRGINIA 23508

(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://farsite.hill.af.mil/>

(End of provision)

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.

5253 The use in this solicitation of any Department of Defense FAR Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE

52.217-5	Evaluation Of Options	JUL 1990
52.232-15	Progress Payments Not Included	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

5252.214-9300 BASIS FOR AWARD ALTERNATE II (MAR 2002).

(a) The low bidder for purposes of award shall be the conforming, responsive, responsible bidder offering the lowest total price for Contract Line Item(s) *0001 THROUGH 0010*. CLIN prices are to be summarized from the detailed line items listed in the Schedule and any accompanying exhibits. Bids are to be submitted for each line item listed. However, the initial award will include only Contract Line Item *0001*.

(b) Bids are solicited on an "all or none" basis. Failure to submit bids for all items and quantities listed shall be cause for rejection of the bid. Subparagraph (c) of FAR 52.214-10, "CONTRACT AWARD-SEALED BIDDING" does not apply to this award.

(End of provision)

M.1 PRE-AWARD SURVEY

The Government may make a pre-award survey of the low conforming bidder to determine whether such bidder is qualified and capable of performing the contract. The pre-award survey will involve examination of the bidder's financial and technical status and understanding of the contract requirements. The following are examples of the information that, upon request, the bidder shall be required to provide in writing to the pre-award survey team. Requested information shall be forwarded within three days of request. Failure to provide requested information, or a determination, after review of the information, of the bidder's non-responsibility, may result in bid rejection.

- a. Identification of the Contractor's personnel and management to be used on this contract.
- b. The Contractor's technical and management plans for performing required services.
- c. Description of Contractor's facilities and equipment.
- d. Summary of the Contractor's experience in performing work of the type required by this specification.
- e. Three of the most current financial statements.
- f. Other work presently under contract.
- g. Prior contracts for similar work, and the names and addresses of individuals with the organization issuing the contract who may be contacted for information concerning the Contractor's performance.
- h. Contractor Quality Control plan for this contract.

a. The low offeror for purposes of award shall be the conforming, responsive, responsible offeror offering a technically acceptable proposal and (1) the lowest total price for Contract Line Items A00101-A01008 OR (2) the best value to the Government.

b. Offerors shall be submitted for the performance of work for the period identified in the "PERIOD OF PERFORMANCE" clause.

c. Offers are solitude on an "all or none" basis and FAR 52.216-16, "CONTRACT AWARD - NEGOTIATED" provision, Section L, is hereby modified. Failure to submit offers for all items and quantities listed shall be cause for rejection of the offer.