



**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p><b>SEE SCHEDULE</b></p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT ( <i>Location</i> )
	42c. DATE REC'D ( <i>YY/MM/DD</i> )

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Repair and service vehicles FFP				
	Base Year. This is an Indefinite Delivery Indefinite Quantity (IDIQ) Commercial Items Service Contract to repair and service vehicles and automotive type equipment at Government facilities and in the field. There are 7 authorized military repair facilities within the geographical area of this contract identified as SWRFT facilities at the following installations: 1) Marine Corps Base Camp Pendleton, CA; 2) Marine Corps Air Station, Miramar, CA; 3) Marine Corps Air Ground Combat Center, 29 Palms, CA; 4) Marine Corps Logistics Base, Barstow, CA; 5) Marine Corps Recruit Depot, San Diego, CA; 6) Marine Corps Mountain Warfare Training Center, Bridgeport, CA; and 7) Marine Corps Air Station, Yuma. FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Repair and service vehicles FFP				
OPTION	Option Period One. FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	Repair and service vehicles FFP Option Period Two. FOB: Destination				
NET AMT					

**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

**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

**NOTICE TO OFFERORS**

## INSTRUCTION TO OFFERORS

### 1. INQUIRIES

Inquiries regarding the Request for Proposal (RFP) shall be submitted electronically using the Request for Proposal Information (RFI) form provided in this solicitation. The Point of Contact (POC) for inquiries is Christine Reyes at (619) 532-3769, or e-mail at [christine.reyes@navy.mil](mailto:christine.reyes@navy.mil) or via fax at (619) 532-3358. The Government cannot guarantee a response to inquiries received less than 10-days before proposal receipt date.

### 2. PROPOSAL DUE DATE

Proposal due date information is identified in block 8 on the SF 1449 and/or as amended on the SF 30. Refer to these documents for date and time of proposal submission.

### 3. PROPOSAL DELIVERY LOCATION

Proposals shall be delivered to the following address and clearly marked with the RFP number on the outside of the package:

NAVFAC Southwest  
Attn: Christine Reyes, ACQ10.CR  
1220 Pacific Highway, Bldg 127  
San Diego, CA 92132-5190

### 4. PERIOD OF ACCEPTANCE

The Period of Acceptance is amended in this Addendum. The offeror agrees to hold the prices in its offer firm for **90 calendar days** from the date specified for receipt of offers.

### 5. ALL CORRESPONDENCE SHALL BE ADDRESSED TO THE FOLLOWING:

NAVFAC SW PUBLIC WORKS ACQUISITION CORE  
ATTN: CHRISTINE REYES  
1220 PACIFIC HIGHWAY – BLDG 127 – ROOM 115  
SAN DIEGO, CA 92132-5190  
Phone: (619) 532-3769  
E-mail: [christine.reyes@navy.mil](mailto:christine.reyes@navy.mil)

### 6. INCORPORATION OF TECHNICAL PROPOSAL:

The Offerors technical proposal and any revisions or modifications made thereto in accordance with the contract solicitation, will be incorporated into this contract upon award by reference with the same force and effect as if set forth in full text. All contractor personnel shall meet or exceed qualification standards, experience levels, and trade background set forth in the technical proposal. In the event there is an inconsistency between the provisions of this contract and the technical proposal, the inconsistency shall be resolved by giving precedence in the following order: (1) the contract (excluding the technical proposal), and then (2) the technical proposal.

## CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate I	OCT 1995
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.204-6	Data Universal Numbering System Number	JUL 2013
52.204-7	System for Award Management	JUL 2013
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2015
52.204-12	Data Universal Numbering System Number Maintenance	DEC 2012
52.204-13	System for Award Management Maintenance	JUL 2013
52.204-14	Service Contract Reporting Requirements	JAN 2014
52.204-15	Service Contract Reporting Requirements for Indefinite- Delivery Contracts	JAN 2014
52.204-16	Commercial and Government Entity Code Reporting	JUL 2015
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2015
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.212-3	Offeror Representations and Certification--Commercial Items	NOV 2015
52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2015
52.216-27	Single or Multiple Awards	OCT 1995
52.217-5	Evaluation Of Options	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	FEB 2016
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
52.222-26 Alt I	Equal Opportunity (Apr 2015) - Alternate I	FEB 1999
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	OCT 2015
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	MAY 2014
52.222-44	Fair Labor Standards And Service Contract Labor Standards- Price Adjustment	MAY 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements	MAY 2014
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008

52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.232-18	Availability Of Funds	APR 1984
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-36	Payment by Third Party	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-11	Accepting and Dispensing of \$1 Coin	SEP 2008
52.239-1	Privacy or Security Safeguards	AUG 1996
52.245-1	Government Property	APR 2012
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	DEC 2015
252.213-7000	Notice to Prospective Suppliers on Use of Past Performance Information Retrieval System--Statistical Reporting in Past Performance Evaluations	JUN 2015
252.215-7008	Only One Offer	OCT 2013
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)--Basic	MAR 2016
252.222-7007	Representation Regarding Combating Trafficking in Persons	JAN 2015
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Nov 2014)	NOV 2014
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7006	Wide Area WorkFlow Payment Instructions	MAY 2013
252.232-7009	Mandatory Payment by Governmentwide Commercial Purchase Card	DEC 2006
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2015)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

- (2) The time specified in the solicitation for receipt of offers;
  - (3) The name, address, and telephone number of the offeror;
  - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
  - (5) Terms of any express warranty;
  - (6) Price and any discount terms;
  - (7) "Remit to" address, if different than mailing address;
  - (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
  - (9) Acknowledgment of Solicitation Amendments;
  - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
  - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers:
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
  - (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

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

(C) If this solicitation is a request for proposals, it was the only proposal received.

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

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

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

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. 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. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) System for Award Management. Unless exempted by an addendum to this solicitation, 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 resulting from this solicitation. 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. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

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

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

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

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

(4) A summary of the rationale for award;

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

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

(End of provision)

## 52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

### **EVALUATION FACTORS FOR AWARD**

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

- Factor 1 – Recent, Relevant Experience of the Firm
- Factor 2 – Past Performance on Recent, Relevant Projects
- Factor 3 – Safety

The distinction between experience and past performance is that experience pertains to the volume of work completed by the contractor that is comparable to the types of work described under the definition of recent, relevant projects, in terms of size, scope, and complexity. Past performance pertains to both the relevance of recent efforts and how well a contractor has performed on the contracts.

### **BASIS OF EVALUATION & SUBMITTAL REQUIREMENTS FOR EACH FACTOR**

Proposals submitted in response to this solicitation shall be formatted as follows, in the number of copies stated:

Submit original and four (4) copies of the Price Proposal and Technical Proposal. The proposal shall be submitted in two separate volumes (Volume 1- Price and Volume 2-Technical) with content as specified below:

#### **(a) Price (Volume 1 – Submit original & four (4) copies)**

(1) Solicitation Submittal Requirements: Submit original and four (4) copies. The price proposals will be evaluated to determine that proposed prices are reasonable, realistic, balanced, and complete. Price proposal shall be submitted in separate binders from the Technical Proposal, and clearly marked “Volume 1 – Price Proposal.” Include a separate tab for each item shown below:

**TAB #1:** Cover Letter, and Standard Form (SF) 1449 Solicitation/Contract/Order for Commercial Items (offeror to complete blocks 12, 17, 23, 24, and 30a thru 30c). **Include telephone number, facsimile number, email address, Tax**

**Identification Number (TIN), DUNS Number, Cage Code on the SF 1449, in block 17a.**

Include the following on the cover letter:

- ... Solicitation Number N62473-16-R-1013.
- ... Name, address, telephone, fax, and email address of Offeror.
- ... Point(s) of contact with title, telephone, fax, email address of person(s) authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation.
- ... The cover letter signed by an authorized representative.

**TAB #2:** Exhibit Line Item Number (ELIN) Pricing: Complete a paper copy of **Exhibit Line Item Number (ELIN) Pricing, Section J, Attachment J-07**, and an electronic version on a CD-ROM using Excel worksheets posted online at the following website: <https://www.neco.navy.mil/> and/or <http://www.fbo.gov>. Electronic version must be compatible with Microsoft Office 2010.

**TAB #3:** Completed Exhibit F, "Financial Questionnaire" from banking institution.

**TAB #4:** Copy of the Online Representations and Certifications from the System for Award Management, at the following website: [www.sam.gov](http://www.sam.gov), including all completed applicable sections of the FAR Clause 52.212-3, Offeror Representations and Certifications – Commercial Items (Mar 2015).

**TAB #5:** If Offeror is proposing as a joint venture and/or mentor-protégé, Offeror shall provide a copy of the joint venture agreement and if JV is a mentor-protégé, a copy of the relevant mentor-protégé agreement approved by the Small Business Administration.

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

(i) Comparison of proposed prices received in response to the RFP.

(ii) Comparison of proposed prices with the IGCE.

(iii) Comparison of proposed prices with available historical information.

## (iv) Comparison of market survey results.

(3) A price that is found to be either unreasonably high or unrealistically low in relation to the proposed work may result in the overall proposal being considered unacceptable. Any inconsistency, whether real or apparent, between proposed performance and price must be clearly explained in the price proposal. For example, if unique and innovative approaches are the basis for an apparently unbalanced/ inconsistently priced proposal, the nature of these approaches and their impact on price must be completely documented. The burden of proof of price reasonableness rests solely with the offeror. Price realism analysis will address whether prices are realistic in relation to the work to be performed, reflect a clear understanding of the requirements, and are consistent with other portions of the offeror's proposal. Proposals will be analyzed for unbalanced pricing; an offer may be rejected if the Contracting Officer determines that a lack of balanced pricing poses an unacceptable risk to the Government.

**(b) Non-cost/price Factors (Volume 2 – Submit original & four (4) copies)**

(1) Solicitation Submittal Requirements: Submit original & four (4) copies. Technical proposal copies shall be submitted in three ring binders separate from price proposals, and clearly marked: "Volume 2 – Technical Proposal." The technical proposal shall address each evaluation Factor in accordance with the criteria shown below under Factors 1 through 3. Provide a separate tab within Volume 2 for each factor shown below:

TAB #1, Factor 1 – Recent, Relevant Experience of the Firm

TAB #2, Factor 2 – Past Performance on Recent, Relevant Projects

TAB #3, Factor 3 – Safety

(2) Failure to acknowledge any "material" amendments to the solicitation may cause an offeror's proposal to be rejected as unacceptable.

**TAB #1, Factor 1 – Recent, Relevant Experience of the Firm:**

(1) Solicitation Submittal Requirements: The Offeror shall provide the following for evaluation under Tab #1 of the Technical Proposal Volume 2 on Exhibit "A" for each project. The attached Offeror Recent, Relevant Experience of Firm Project Data Sheet, Exhibit A, is MANDATORY and SHALL be used to submit project information. The Government will not consider information submitted in addition to this form. Individual blocks on this form may be expanded; however, total page limit for each project data sheet shall not exceed three single-sided pages.

(a) Submit a minimum of one (1) relevant project and a maximum of five (5) relevant projects of the Offeror, that best describes your experience on projects that are similar in size, scope and complexity to the solicitation.

(b) Project experience is defined as a project performed under a single task order or commercial contract/project. For multiple award contracts and Indefinite Delivery/Indefinite Quantity (IDIQ) type contracts, the contract as a whole shall not be submitted as a project; rather Offeror shall submit the work performed under a task order project.

(c) For purposes of this evaluation, a relevant project is further defined as a government or commercial contract/project or task order that is performed by the offeror (as prime contractor or subcontractor), the period of performance is at least 50% complete within five years prior to the proposal due date of this solicitation. Projects shall be to repair and service vehicles and automotive type equipment similar to the services described in the solicitation technical annexes.

(d) The Government will not consider any project submitted for experience that was performed by a firm other than the Offeror, except that:

1) The Government will consider otherwise relevant projects performed by a member of a Joint Venture (JV) Offeror, provided the JV Offeror's proposal includes a copy of the supporting JV agreement identifying the firm in question as a member of the JV for this procurement in the Price Proposal under Tab #5;

2) The Government will consider otherwise relevant projects that were performed by the Offeror's proposed key personnel; however, experience of proposed subcontractor employees, key or otherwise, will not be considered; and,

3) The Government will consider otherwise relevant projects performed by affiliates/subsidiaries/parent/LLC/LTD member companies (name is not exactly as stated on the SF1449), provided the proposal clearly demonstrates that the affiliate/subsidiary/parent/LLC/LTD firm will have meaningful involvement in the performance of this contract. Regarding any such submitted project, if the Offeror fails to demonstrate the affiliate/subsidiary/parent/LLC/LTD firm's meaningful involvement in the performance of this contract, the project may not be considered relevant and may not be evaluated. **The Government will not consider the experience of proposed subcontractors.**

**Exhibit A**, Project Data Sheets submitted that exceed the maximum 5 "projects" allowed for consideration will be removed prior to evaluation.

**Exhibit A**, Project Data Sheets submitted that are not at least 50% completed within five-years prior to the proposal due date will be removed prior to evaluation.

**Exhibit A**, Project Data Sheets submitted for evaluation that are not related to vehicle towing and emergency roadside services, similar to the services described in the solicitation technical annexes will be removed prior to evaluation.

**Exhibit A**, Project Data Sheets submitted for an affiliate, subsidiary, parent, or LCC/LTD company, or branch office of the company identified in the SF 1449 that do not clearly explain how they will participate in this contract will be removed prior to evaluation.

**Exhibit A**, Project Data Sheets submitted for Offeror's proposed subcontractor(s) will be removed prior to evaluation.

(2) Basis of Evaluation: The basis of evaluation will include the Offeror's demonstrated experience in performing vehicle repairs as defined in the solicitation technical annexes. The assessment of the Offeror's relevant experience will be used as a means of evaluating the capability of the Offeror to successfully meet the requirements of the solicitation.

(a) Offerors who fail to submit at least one relevant project self-performed by the Offeror (as prime contractor or subcontractor), that was at least 50% complete within the last five (5) years, will be rated unacceptable.

(b) Offeror's that fail to submit projects on the mandatory Exhibit A, Offeror Recent, Relevant Experience of Firm Project Data Sheets will be rated unacceptable.

(c) Offeror's that fail to properly complete Exhibit A and do not provide all requested data, a point of contact that is accessible, or a correct current phone number may be rated unacceptable (the Government may contact references for the submitted projects to verify information presented in Exhibit A).

(d) If an Offeror is utilizing experience information of affiliates/subsidiaries/parent/LLC/LTD member companies (name is not exactly as stated on the SF1449), the proposal shall clearly demonstrate that the affiliate/subsidiary/parent/LLC/LTD firms will have meaningful involvement in the performance of this contract. Regarding any such submitted project, if the Offeror fails to demonstrate the affiliate/subsidiary/parent/LLC/LTD firm's meaningful involvement in the performance of this contract, the project will not be considered relevant and will not be evaluated.

(e) The Offeror may not utilize experience of a subcontractor to demonstrate experience under this evaluation factor.

\*Self-Perform: Refers to performing relevant services work in-house without subcontractors. This does not include administrative or management functions. Relevant service work is that which is the same or similar to the work that may be ordered under this contract.

**TAB #2, Factor 2 – Past Performance on Recent, Relevant Projects:**

(1) Solicitation Submittal Requirements: The Offeror shall provide the following for evaluation under TAB #2 of the Technical Proposal Volume 2:

(a) If a completed CPARS evaluation is available, submit a copy with the proposal. If there is not a completed CPARS evaluation, the Past Performance Questionnaire (PPQ) included in the solicitation (Exhibit B) is provided for the Offeror to submit to the client for each project the Offeror includes in its proposal for Factor 1, Recent, Relevant Experience of the Firm. Offeror should not submit a PPQ when a completed CPARS is available.

(b) If a CPARS evaluation is not available, ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQs should be submitted with your proposal. If the Offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the Offeror should complete and submit with the proposal the first page of the PPQ (Exhibit B), which will provide contract and client information for the respective project(s). However, Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact prior to proposal closing date:

Christine Reyes, Contract Specialist  
Phone number: (619) 532-3769

(c) Send PPQs to FAX number: (619) 532-3358 or by mail to the following address:

NAVFAC SW PW Core  
1220 Pacific Highway, B-127, Room 115  
Attn: Christine Reyes, ACQ10  
San Diego, CA 92132

(d) Offerors shall NOT incorporate by reference into their proposal PPQs or CPARs previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

(e) Offerors may provide any information on problems encountered and the corrective actions taken on projects submitted under Factor 1 – Recent, Relevant Experience of Firm.

(f) Offerors may also address any adverse past performance issues. Explanations shall not exceed one (1) double-sided page (or two (2) single-sided pages) in total.

(g) The Government reserves the right to contact references for verification or additional information. The Government's inability to contact any of the Offeror's references or the references unwillingness to provide the information requested may affect the Government's evaluation of this factor.

(h) Performance award or additional information submitted will not be considered.

(2) **Basis of Evaluation:** This evaluation focuses on how well the Offeror performed on the relevant projects submitted under Factor 1 Recent, Relevant Experience of Firm that are at least 50% completed within five (5) years prior to the proposal due date of this solicitation..

(a) In addition to the above, the Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) using all CAGE/DUNS numbers of Contractors who are part of a joint venture identified in the Offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the Offeror.

(b) The Government will consider the currency and relevance of the information, the source of the information, context of the data, and general trends in the Contractor's performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the Offeror's past performance will be used as a means of evaluating the Offeror's probability to successfully meet the requirements of the RFP.

(c) Offerors rated Satisfactory, Very Good, or Exceptional will receive an Acceptable rating.

(d) Offerors rated Marginal or Unsatisfactory will receive an Unacceptable rating.

(e) Offerors lacking relevant past performance history will not be evaluated favorably or unfavorably in past performance and will receive an Acceptable rating.

**TAB #3, Factor 3 – Safety:**

(1) **Solicitation Submittal Requirements:** The Offeror shall submit the following information: (For a partnership or joint venture, the following submittal requirements are required for each contractor who is part of the partnership or joint venture; however, only one safety narrative is required. EMR and DART Rates shall not be submitted for subcontractors.) The attached Safety Data & Narrative Sheet, Exhibit C, is mandatory and shall be used to submit safety information. If the Offeror fails to use Exhibit C, they will be given an unacceptable rating.

(a) Experience Modification Rate (EMR): For 2013, 2014, and 2015, submit your EMR (which compares your company's annual losses in insurance claims against its policy premiums over a three year period). If you have no EMR, affirmatively state so, and explain why.

(b) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate: For 2013, 2014, and 2015, submit your OSHA Days Away from Work, Restricted Duty,

or Job Transfer (DART) Rate, as defined by the U.S. Department of Labor, Occupational Safety and Health Administration. If you cannot submit an OSHA DART Rate, affirmatively state so, and explain why. Any extenuating circumstances that affected the OSHA DART Rate data and upward or downward trends should be addressed as part of this element.

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

(2) **Basis of Evaluation:** The Government is seeking to determine that the Offeror has consistently demonstrated a commitment to safety and that the Offeror plans to properly manage and implement safety procedures for itself and its subcontractors. The Government will evaluate the Offeror's overall safety record, the Offeror's plan to select and monitor subcontractors, any and innovative safety methods that the Offeror plans to implement for this procurement.

The Government's sources of information for evaluating safety may include, but are not limited to, OSHA, NAVFAC's Facility Accident and Incident Reporting (FAIR) database, and other related databases. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete safety information regarding these submittal requirements rests with the Offeror. The evaluation will collectively consider the following:

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

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

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

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

#### (4) Evaluation Ratings:

**Offeror will receive an Acceptable** rating if the Offeror's 2015 DART rate and EMR are very low risk, low risk, or moderate risk and technical approach to safety demonstrates a commitment to hire subcontractors with a culture of safety and who proposes innovative methods to enhance a safe working environment.

**Offeror will receive an Unacceptable** rating if the Offeror's 2015 DART and EMR is high risk or extremely high risk and/or technical approach to safety is incomplete or not addressed.

#### **BASIS FOR AWARD**

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

2. As stated in the solicitation, the Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. In addition, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the acceptable rated proposals.

3. The LPTA process is selected as appropriate for this acquisition because the best value is expected to result from selection of the technically acceptable proposal with the lowest evaluated price.

4. An overall non-price factors rating must be at least "ACCEPTABLE" in order to be eligible for award. An "UNACCEPTABLE" rating in any factor results in the overall non-price factors proposal being rated "UNACCEPTABLE" unless corrected through discussions. An overall non-price factors rating of "UNACCEPTABLE" makes a proposal ineligible for award.

#### **ADJECTIVAL RATINGS/DESCRIPTIONS**

Each Offeror's technical factors and past performance will be evaluated separately. Upon the conclusion of the evaluation of the technical factors, and past performance, an overall non-price factors rating of Acceptable (A) or Unacceptable (U) will be assigned to each Offeror's non-price factors proposal.

1. The following adjectival ratings and rating descriptions will be used to assign a rating to each technical factor. Use upper case letter ratings for major technical factor ratings. The addition of plus (+) or minus (-) to an adjective rating is not allowed.

<b>Table A1 – Technical Acceptable/Unacceptable Ratings Factors 1 Experience &amp; 3 Safety Evaluation Ratings</b>	
<b>Rating</b>	<b>Description</b>
Acceptable (A)	Proposal clearly meets the minimum requirements of the solicitation.
Unacceptable (U)	Proposal does not clearly meet the minimum requirements of the solicitation.

## PAST PERFORMANCE EVALUATION

Past Performance shall be evaluated when using the LPTA process, unless waived by the PCO in accordance with FAR 15.101-2(b). Past performance will be rated on an “acceptable” or “unacceptable” basis using the ratings in the following table:

<b>Rating</b>	<b>Description</b>
Acceptable (A)	Based on the Offeror’s performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort, or the Offeror’s performance record is unknown. (See note below.)
Unacceptable (U)	Based on the Offeror’s performance record, the Government has no reasonable expectation that the Offeror will be able to successfully perform the required effort.

**Note:** In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305(a)(2)(iv)). Therefore, the Offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability “unknown” shall be considered “acceptable.”

(a) Aspects of Past Performance Evaluation. The past performance evaluation results is an assessment of the Offeror’s probability of meeting the minimum past performance solicitation requirements. This assessment is based on the Offeror’s record of relevant and recent past performance information that pertain to the products and/or services outlined in the solicitation requirements. There are two aspects of the past performance evaluation.

(1) The first is to evaluate the offeror’s past performance to determine how relevant a recent effort accomplished by the offeror is to the effort to be acquired through the source selection. For purposes of this evaluation, a relevant project is further defined as projects or task orders that are at least 50% completed by the offeror within the last 5 years prior to the proposal due date, related to towing and emergency roadside assistance, similar to the services described in the solicitation technical annexes.

(2) The second aspect of the past performance evaluation is to determine how well the contractor performed on the contracts. The past performance evaluation performed in support of a current source selection does not establish, create, or change the existing record and history of the Offeror’s past performance on past contracts; rather, the past performance evaluation process gathers information from customers on how well the Offeror performed those past contracts.

(b) SSEB members will review past performance information to determine the quality and usefulness as it applies to the performance confidence assessment.

Note: The distinction between experience and past performance is that experience pertains to the volume of work completed by the contractor that is comparable to the types of work described under the definition of recent, relevant projects, in terms of size, scope, and complexity. Past performance pertains to both the relevance of recent efforts and how well a contractor has performed on the contracts.”

The relative order of importance of the non-cost/price evaluation factors is the technical factors (Factors 1, 2, & 3) are of equal importance to each other. When the proposal is evaluated as a whole, the technical factors (i.e., the non-cost/price evaluation factors) are approximately equal to price.

The importance of price will increase if the Offerors' non-cost/price proposals are considered essentially equal in terms of overall quality, or if price is so high as to significantly diminish the value of a non-cost/price proposal's superiority to the Government. Award will be made to the responsible Offeror(s) whose offer conforms to the solicitation and represents the best value to the Government, price and non-price factors considered.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

Offeror certifies by submission of your offer the following (see FAR 22.1003-4(d)(2) for details):

1. The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the contractor (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations.
2. The contract services are furnished at prices that are, or are based on, established catalog or market prices. As defined at 29 CFR 4.123(e)(2)(ii)(C)—
  - (A) An established catalog price is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the contractor, is either published or otherwise available for inspection by customers, and states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public; and
  - (B) An established market price is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or contractor.
3. Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract.
4. The contractor will use the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the contractor uses for these employees and equivalent employees servicing commercial customers.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2016)

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

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

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

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

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

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

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

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

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved]

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

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

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

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

(10) [Reserved]

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

- \_\_\_ (ii) Alternate I (NOV 2011) of 52.219-3.
- \_\_\_ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- \_\_\_ (ii) Alternate I (JAN 2011) of 52.219-4.
- \_\_\_ (13) [Reserved]
- \_\_\_ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (NOV 2011).
- \_\_\_ (iii) Alternate II (NOV 2011).
- \_\_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.
- \_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.
- \_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)).
- \_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.
- \_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.
- \_\_\_ (iv) Alternate III (Oct 2015) of 52.219-9.
- \_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- \_\_\_ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- \_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- X (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).
- \_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- \_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126).
- X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

X (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

X (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

X (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_\_ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

X (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_\_\_ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_\_\_ (36) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_\_\_ (ii) Alternate I (OCT 2015) of 52.223-13.

\_\_\_\_\_ (37)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.

\_\_\_\_\_ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_\_\_ (39)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

\_\_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.

\_\_\_\_\_ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

\_\_\_\_\_ (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_\_\_\_ (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_\_\_ (ii) Alternate I (May 2014) of 52.225-3.

\_\_\_\_\_ (iii) Alternate II (May 2014) of 52.225-3.

\_\_\_\_ (iv) Alternate III (May 2014) of 52.225-3.

\_\_\_\_ (43) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_\_ (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_\_ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

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

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

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

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

\_\_\_\_ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_\_ (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

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

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

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

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

\_\_\_\_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

\_\_\_\_ X (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_ X (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_ X (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_ X (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

X (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

X (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_\_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

\_\_\_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

\_\_\_\_\_ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

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

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
- (xi) \_\_\_\_\_ (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_\_\_ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
- (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

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

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$500**, 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 **\$500**;
  - (2) Any order for a combination of items in excess of **\$100,000.00**; or
  - (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

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

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after contract expiration.

(End of clause)

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

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days prior to contract expiration.

(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](mailto: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

[See Section J for DOL Service Contract Wage Decision.](#)

(End of clause)

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

Funds are not presently available for performance under this contract beyond September 30, 2016. 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 2016, 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)

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **36 months**.

ANNEX 0100000

<b>0100000 – General Information</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
1	General Information	
1.1	Outline of Services	<p>Except where otherwise stated, the Contractor shall furnish all labor, supervision, management, tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to provide the services outlined below and described in this Performance Work Statement (PWS) at Marine Corps Base Camp Pendleton, CA; Marine Corps Air Station, Miramar, CA; Marine Corps Air Ground Combat Center, 29 Palms, CA; Marine Corps Logistics Base, Barstow, CA; Marine Corps Recruit Depot, San Diego, CA; Marine Corps Mountain Warfare Training Center, Bridgeport, CA; and Marine Corps Air Station, Yuma, AZ under an indefinite delivery indefinite quantity (IDIQ) performance based contract that is comprised of both recurring and non-recurring work items.</p> <p>The PWS is organized into annexes. Annex 1 is "General Information". Annex 2 contains the on-site project management and administration requirements. Annexes 3 through 18 contain the technical requirements. The annex numbers are identified as 1 through 18 in the description column, but the full expanded annex numbers include seven digits (e.g., Annex 1 expanded number is 0100000 as shown in the header row at the top of this page).</p> <p>Annex 1 General Information  Annex 2 Management and Administration  Annex 3 Command and Staff (N/A)  Annex 4 Public Safety (N/A)  Annex 5 Air Operations (N/A)  Annex 6 Port Operations (N/A)  Annex 7 Ordnance (N/A)  Annex 8 Range Operations (N/A)  Annex 9 Health Care Support (N/A)  Annex 10 Supply (N/A)  Annex 11 Personnel Support (N/A)  Annex 12 Morale, Welfare and Recreation Support (N/A)  Annex 13 Galley (N/A)  Annex 14 Housing (N/A)  Annex 15 Facilities Support (N/A)  Annex 16 Utilities (N/A)  Annex 17 Base Support Vehicles and Equipment  Annex 18 Environmental (N/A)</p>
1.2	Project Location	<p>The work shall be performed at the following locations:</p> <p>Marine Corps Base Camp Pendleton, CA;  Marine Corps Air Station, Miramar, CA;  Marine Corps Air Ground Combat Center, 29 Palms, CA;  Marine Corps Logistics Base, Barstow, CA;  Marine Corps Recruit Depot, San Diego, CA;  Marine Corps Mountain Warfare Training Center, Bridgeport, CA; and  Marine Corps Air Station, Yuma</p>

<b>0100000 – General Information</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
1.3	Acquisition of Additional Work	The Government reserves the right to acquire additional Base Support Vehicle and Equipment (BSVE) services at additional locations in addition to the services and locations identified in the recurring work requirements of this contract. Additional services will be incorporated into the contract in accordance with the CHANGES clause, SECTION I or ordered under the indefinite delivery indefinite quantity provisions of the contract. Items of work not covered by this contract but within the general intent are considered in the scope of this contract.
1.4	Background Information	Southwest Region Fleet Transportation (SWRFT) is responsible for the management, readiness, and operational support of vehicles powered with gasoline/natural gas/diesel/electric/other fuel engines, engine accessories, power transmission systems, and other parts of light/medium/heavy trucks, trailers, buses, and similar equipment.
1.5	Verification of Workload and Conditions	Throughout the PWS, the workload data is generally referred to as being located in Section J. Section J provides data such as inventories, maps, floor plans, and tables to represent the type, quantity and location of services to be provided. However, offerors are encouraged to visit the project site during the site visit for offerors and to visit the technical library during posted hours as part of its due diligence to assess the nature of work and conditions under which work is to be performed.
1.6	Climate Patterns	The climate pattern will vary from base to base because of the large footprint of this contract.

1.7                      Related Information                      There are four types of Related Information that can be found in the Description and Related Information columns of the specification as follows:

Informational Notes as used throughout this PWS provides additional information to offerors to be used in developing a thorough understanding of the work to be performed in this contract. Any block of text marked “Informational Notes” throughout Annexes 1 through 18 is subject to this disclaimer. Offerors may not rely upon the "Informational Notes" as material representations of the Government. Information provided in "Informational Notes" does not create a contractual requirement on either party to this contract.

Clarifying Information describes client expectations in a more detailed manner than the Performance Objective and Performance standard alone.

Constraining Information describes limitations to the work performed to meet the Performance Objective and Performance Standard.

Requirement Information further describes client requirements associated with each Performance Objective.

<b>0100000 – General Information</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
1.8	Navy Approach to Service Contracting	The Department of Navy (DoN) spends over \$1 billion in annual obligations to meet global requirements for facility operations and maintenance provided through Facility Support Contracts (FSC) and additional billions to provide other base operations support services (OBOS). The Head of the Contracting Activity (HCA) of the Naval Facilities Engineering Command (NAVFAC) has focused increased attention on re-engineering FSC contracts in response to customer and industry feedback, budget constraints, and the impact of a variety of contracting, program management and financial management regulations. The Navy also supports the following principles:
1.8.1	Partnering Philosophy	The first principle is that the Navy views its contractors as partners and not just abstract service providers. The Navy wants its contractors to succeed because partners' success drives the Navy's successful mission completion. Within the bounds of acquisition policy the Navy intends to work to find solutions that will be beneficial to both the Government and its partners.
1.8.2	Contractor's Knowledge	The second principle is that the Navy will receive insightful management from its contractors. This management will include the knowledge, skills, authority and willingness to use contractor resources to find better ways of serving Navy clients' strategic and operational goals and objectives. The Navy's use of performance-based objectives evidences this principle. Although performance work statements will typically contain several levels of performance assessment, the Navy wants its contractors to exercise maximum discretion within bounds of prudent risk management to adjust processes and resources needed to reach specified objectives at the highest performance level.
1.8.3	Industry Best Practices	The third principle is that the Navy will adopt industry best commercial practices and maintain state-of-the-art service delivery. It is the Navy's and contractor's responsibility as partners to reach this goal. To that end, the Navy's emphasis will be in evaluating performance objectives (end results).
1.9	Standard Template	<p>Key to implementing a programmatic approach is using a standard template that ensures Navy-wide consistency yet affords appropriate tailoring to meet local needs. This contract conforms to the standard template and has been tailored for this solicitation. NAVFAC intends to use this template-based approach for future service contracts. Offerors should develop an understanding of the template as part of performing due diligence in reaching an understanding of the Navy's requirements and expectations.</p> <p>The standard template contains 18 standard annexes. Annex 1 will always contain information that is relevant to the entire scope of the contract. Annex 2 contains on-site project management and administration requirements that are relevant to the entire scope of the contract. Annexes 3 through 18 contain the technical information and requirements peculiar to that technical annex. Within each technical annex, the organization of information and requirements are also standardized. Specification item 1 will always contain General Information. Specification item 2 will always contain the management and administrative requirements. Specification item 3 will always contain the Recurring Work requirements. Specification item 4 will always contain the Non-recurring Work requirements. Requirements and standards for higher level specification items apply to all subordinate specification items, e.g., Specification Item 3</p>

<b>0100000 – General Information</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		standards apply to all recurring work specification items. Specification Item 3.1 is applicable to all 3.1 subordinate specification items. Specification Items 3.2 and 3.3 are not considered subordinate to 3.1. All costs associated with Annexes 1 and 2 and Specification items 1 and 2 must be priced and distributed within Specification Item 4 of Annex 17.
1.10	Navy PBSA Approach	The Navy's approach to performance-based service acquisition (PBSA) includes four component parts which are 1) performance outcomes, 2) measurable standards, 3) consideration of incentives, and 4) performance assessment plan.
1.11	Technical Proposal Certification	The Contractor warrants that its proposal incorporated herein by reference will meet or exceed the performance objectives set forth in this contract.

ANNEX 0200000

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<b>0200000 – Management and Administration</b>	
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2.1	Definitions and Acronyms	Definitions and Acronyms are listed in J-0200000-01.
2.2	General Information	
2.2.1	Government Regular Working Hours	The Government's regular working hours are from 0700-1600, five days per week, Monday through Friday, except observed Federal holidays. Exceptions to the regular hours of operation are detailed in subsequent sections of this PWS. Work in certain annexes or sub-annexes require Contractor continuous operations, 24 hours a day, every day of the year including holidays. The performance of other work requirements shall be accomplished within the Government's regular working hours unless the specific work requirement specified herein necessitates otherwise. Any other work outside Government regular working hours requires prior KO approval.
2.2.1.1	Observed Federal Holidays	The Government observes the following holidays: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.
2.2.1.2	Restriction to Contractor Working Hours	If the Contractor wishes to work outside of the Government's regular working hours for the Contractor's convenience, the Contractor shall submit a written Request to Work Outside Government's Regular Working Hours per Section F. Excludes work to be performed during specified hours.
2.2.2	Wage Determinations	Wage Determinations are included in J-0200000-02.
2.2.3	Requirements Hierarchy	Requirements or definitions specified in each spec item of this contract apply to subordinate paragraphs. For example, requirements shown in spec item 3.1 would apply to spec items 3.1.1, 3.1.2, 3.1.2.1 and so on.  Likewise, Performance Standards specified at a lower digit level (i.e. spec item 3.1.1, 3.1.2, 3.1.2.1) apply when performance is assessed at a higher tier (i.e., spec item 3.1) based on the composite work requirements.
2.3	General Administrative Requirements	
2.3.1	Required Conferences and Meetings	The Contractor may be required to attend administrative and coordination meetings. The Contractor shall attend meetings as shown in Section F.
2.3.2	Training for Maintenance and Operation of New and Replacement Systems and Equipment	When construction, renovation, or repair work is performed by means other than this contract, the Contractor shall attend Government provided training, as applicable, for maintenance and operation of new and replacement systems and equipment at no additional cost to the Government.
2.3.3	Partnering	To increase the likelihood of successful performance of this contract, the Government requires cohesive partnerships with its Contractors and subcontractors. Key stakeholders, including the supported commands who will receive services, principal individuals from NAVFAC, the performance assessment team, and representative(s) of the installation(s) will be invited to participate in the partnering process. Key members of the prime and subcontractors teams, including senior management personnel must participate. The partnership will draw on the strength of each organization in an effort to achieve quality contract services done

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		<p>right the first time, within the contract price, as scheduled, and without any safety mishaps.</p> <p>Partnering should accomplish three goals:</p> <ul style="list-style-type: none"> <li>- The first goal is to develop a cohesive team with common purpose, commitment and established communication processes.</li> <li>- The second goal of partnering is contract specific, identifying risks and opportunities for the team to address.</li> <li>- The third goal is to sustain the Partnership throughout the contract by identifying and addressing issues that affect the Partnership.</li> </ul>
2.3.3.1	Informal Partnering	<p>The Contracting Officer shall organize the initial Partnering Meeting with key personnel of the project team, including Contractor's personnel and Government personnel. The initial session will be scheduled concurrent with the Pre-Performance Conference and held no later than 30 days after award and will be held at a Government provided facility as designated by the KO.</p> <p>The Initial Informal Partnering Session will be conducted and facilitated using electronic media (a video and accompanying forms) provided by Contracting Officer. The senior Government stakeholder present will lead the meeting, however, the Contractor's PM or senior representative is encouraged to participate as co-lead.</p> <p>The Partners will determine the frequency of the follow-on sessions.</p>
2.3.3.2	Contract Partnering Administration	<p>Upon award, the ACO will contact the Contractor, supported command(s), Region, and Installation(s) stakeholders, and the performance assessment team to discuss implementation of partnering. A partnership agreement, The Charter, should be in place as early as possible so issues arising, even before work begins, can be resolved using the issues resolution process. Replacement of Core Management Team members (stakeholders who attended the initial session and manage the contract work day-to-day) is discouraged since it will disrupt the synergy that has been developed. If replacement of a team member proves to be unavoidable, a follow-on partnering session must be held to officially turn the responsibilities of the position over to the new member.</p> <p>The Core Management Team consisting of the attendees below must be present during the initial and all follow-on partnering sessions. These are the core mandatory attendees. Other stakeholders may attend if they desire or as recommended by the partners.</p>
2.3.3.3	Contract Partnering Session Attendees	<p>The Contractor shall bring the necessary personnel to successfully partner on this contract. Asterisk indicates mandatory personnel.</p> <p>President/Vice President  * Project Manager  * Quality Manager  Site Safety and Health Officer</p>
2.3.4	Permits and Licenses	<p>The Contractor shall obtain all required permits, licenses, and authorizations to perform work under this contract and comply with all the applicable Federal, state and local laws and regulations. The Contractor shall submit copies of Permits and Licenses per Section F.</p>
2.3.5	Insurance	<p>The Contractor shall submit a Certificate of Insurance per Section F as evidence of the existence of the following insurance coverage in amounts</p>

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		not less than the amounts specified below in accordance with the FAR Clause 52.228-5, INSURANCE – WORK ON A GOVERNMENT INSTALLATION. This insurance must be maintained during the performance period.
2.3.5.1	Certificate of Insurance	The Certificate of Insurance shall provide for at least 30 calendar days written notice to the KO by the insurance company prior to cancellation or material change in policy coverage. Other requirements and information are contained in the aforementioned insurance clause.
2.3.5.2	Minimum Insurance Amounts	The Contractor shall procure and maintain, during the entire period of performance under this contract, the following minimum insurance coverage: <p style="text-align: center;">Comprehensive General Liability: \$500,000 per occurrence</p> <p style="text-align: center;">Automobile Liability: \$200,000 per person, \$500,000 per occurrence, \$20,000 per occurrence for property damage</p> <p style="text-align: center;">Workmen's Compensation: As required by Federal and state worker's compensation and occupational disease statutes</p> <p style="text-align: center;">Employer's Liability coverage: \$100,000, except in states where worker's compensation may not be written by private carriers</p> <p style="text-align: center;">Other as required by state law</p>
2.3.6	Protection of Government Property	During execution of the work, the Contractor shall protect Government property. The Contractor shall return areas damaged as a result of negligence under this contract to their original condition at no cost to the Government.
2.3.7	Government Information Technology (IT) System	N/A
2.3.8	Directives, Instructions, and References	Department of Defense (DoD), Secretary of the Navy (SECNAV), Chief of Naval Operations (OPNAV), and other applicable Directives, Instructions, and References are listed in J-0200000-03. The Contractor shall comply with the most current version of directives, instructions, and references including versions published during the term of the contract.
2.3.9	Invoicing Procedures	Refer to clause 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013) for invoicing instructions. Refer to Invoice Form in J-0200000-04 for sample.
2.3.10	Forms	Forms referenced in this Annex, e.g. accident reporting, and damage reporting are included among the Forms in J-0200000-05.
2.4	Government-Furnished Property, Materials and Services	In accordance with FAR 52.245, GOVERNMENT PROPERTY and NAVFAC Clause 5252.245-9300, GOVERNMENT-FURNISHED PROPERTY, MATERIALS AND SERVICES, and the following paragraphs, the Government will furnish or make available to the Contractor certain Government-owned facilities, utilities, materials, equipment and services for use in connection with this contract as stated below.

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		A list of Government Furnished Property, Materials, and Services is provided in J-0200000-06.
2.4.1	Government-Furnished Facilities (GFF)	No GFF will be provided.
2.4.2	Government-Furnished Utilities	The Government will furnish water and electricity at existing outlets required for the work to be performed under the contract at no cost to the Contractor. Information concerning the location of existing outlets may be secured from the KO. The Contractor shall provide and maintain, at its expense, the necessary service lines from the existing Government outlets to the work site. Provide and maintain backflow prevention devices on connections to domestic water lines and electrical transformer provisions on connections to electric lines. Meet all Federal, State, local, and installation codes and regulations for backflow prevention devices and electrical transformer provisions. Services required by the Contractor, for which there are no available Government outlets, shall be provided by the Contractor at no cost to the Government.
2.4.3	Government-Furnished Materials (GFM)	No GFM will be provided.
2.4.4	Government-Furnished Equipment (GFE)	No GFE will be provided.
2.4.5	Government-Furnished Services (GFS)	No GFS will be provided.
2.5	Contractor-Furnished Items	Except for items identified as Government Furnished, the Contractor shall provide all equipment, materials, parts, supplies, components, and facilities to perform the requirements of this contract. The KO may inspect Contractor-furnished items for adequacy and compliance with contract requirements. Inadequate or unsafe items shall be removed and replaced by the Contractor at no cost to the Government. Materials containing asbestos, lead, and polychlorinated biphenyls (PCBs) shall not be brought onsite. Energy efficient tools and equipment shall be used when available. The KO may at any time require Samples, Material Safety Data Sheets (MSDS) or Manufacturer's Data Cut Sheets of Materials used in this contract.
2.6	Management	The Contractor shall manage the total work effort associated with the services required herein to meet the performance objectives and standards. Such management includes but is not limited to planning, scheduling, cost accounting, report preparation, establishing and maintaining records, and quality assurance. The Contractor shall provide a staff with the necessary management expertise to ensure performance objectives and standards are met.
2.6.1	Work Reception	The Contractor shall provide the capability to receive, prioritize, correspond, and respond to trouble/service calls and task orders 24 hours a day 7 days a week, including holidays and provide a point of contact at a local or toll free number.
2.6.2	Work Control	The Contractor shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking and reporting of work in progress. The Contractor shall plan and schedule work to assure material, labor, and equipment are available to complete work requirements within the specified time limits and in conformance with the quality standards established herein. Verbal scheduling and work status updates shall be provided when requested by

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		the KO. A status update of any item of work must be provided within two hours of the inquiry.
2.6.3	Work Schedule	The Contractor's work shall not interfere with normal Government business. In those cases where some interference is unavoidable, the Contractor shall minimize the impact and effects of the interference. The Contractor shall provide advance access of all of its work schedules to the Government. The Contractor shall notify the KO of any difficulty in scheduling work due to Government controls.
2.6.4	Deliverables	Records and reports are specified in Section C and listed as deliverables in Section F. The Contractor shall submit accurate and complete documents within the required timeframes as specified in Section F.  Government acceptance of deliverables will not relieve the Contractor of the responsibility for any error or omission which may exist in the deliverable, as the Contractor is responsible for all requirements of this contract.
2.6.5	Service Interruptions	If any utilities or other services must be discontinued (even temporarily) due to scheduled contract work, the Contractor shall notify the KO, affected tenants, and customers in accordance with local procedures. If the discontinued service is due to an emergency breakdown the Contractor shall notify the KO, affected tenants and customers as soon as practicable.
2.6.6	Government's Computerized Maintenance Management Systems (CMMS)	N/A
2.6.7	Quality Management System (QMS)	The Contractor shall establish and maintain a complete QMS program in accordance with the provisions specified herein. The Contractor's QMS program shall provide an effective and efficient means of identifying and correcting problems throughout the entire scope of operations. The Contractor's QMS program shall address:  <ul style="list-style-type: none"> <li>... Accurate documentation of work processes, procedures, and output measures.</li> <li>... A systematic procedure for assessing compliance with performance objectives and standards.</li> <li>... Accurate documentation of quality inspections and surveillance conducted throughout the execution of work.</li> </ul> Assessment-driven corrective actions and process adjustments as appropriate in a timely manner.
2.6.7.1	Quality Management (QM) Plan	The Contractor shall develop and submit a QM Plan per Section F. The QM Plan shall describe the QMS methodology and approaches used under this contract. If any changes are made during the period of performance, submit to the KO a revised QM Plan for acceptance.  The Contractor's QM Plan shall include, at a minimum, the following: <ul style="list-style-type: none"> <li>• Policy and objectives of Quality Management System (QMS)</li> <li>• Quality organization <ul style="list-style-type: none"> <li>○ List of personnel</li> <li>○ Responsibilities &amp; lines of authority</li> <li>○ Training and qualifications</li> </ul> </li> </ul>

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		<ul style="list-style-type: none"> <li>• Approach to assuring quality of services provided and conformance with performance objectives and standards</li> <li>• Methods and procedures for effective planning, operation and control of processes and performance of work</li> <li>• Procedures for inspection and surveillance of services <ul style="list-style-type: none"> <li>○ Scheduling and performance of inspection and surveillance</li> <li>○ Measurement, data collection and analysis</li> <li>○ Corrective action, preventive action, and continuous improvement</li> <li>○ Oversight of subcontracted work</li> </ul> </li> <li>• Documentation and records management</li> <li>• Communication with government (customers)</li> </ul>
2.6.7.2	Quality Inspection and Surveillance	The Contractor shall establish and maintain an inspection and surveillance system in accordance with the FAR Clause 52.246-4, INSPECTION OF SERVICES – FIXED PRICE, to ensure that the work performed conforms to the contract requirements. The Contractor shall document and maintain a file of all scheduled and performed inspections and surveillances, inspection and surveillance results, and dates and details of corrective and preventive actions. The quality inspection and surveillance file shall be the property of the Government and made available during the Government's regular working hours. The file shall be turned over to the KO within five calendar days of termination of the contract.
2.6.7.3	Quality Inspection and Surveillance Report	The Contractor shall submit a copy of the Contractor Quality Inspection and Surveillance Report per Section F. The Contractor's Quality Inspection and Surveillance Report shall include a summary and results of the quality inspection and surveillance events performed and assessment-driven corrective actions and process adjustments during the previous month. The Government may adjust the frequency of the submittal based on the Contractor's quality of performance.
2.6.8	Property Management Plan	The Contractor shall establish and maintain a plan that meets the contract clause requirements of Specification Item 2.4, Government-Furnished Property, Materials and Services, of this Annex. This plan shall identify the Contractor's policies, procedures, and practices in receiving and performing physical inventories, repairing and maintaining, preserving and protecting, and reporting the disposition of accepted government property in its possession. The Property Management Plan shall be submitted per Section F.
2.6.9	System and Equipment Replacement	The Contractor shall maintain the integrity and performance of existing energy saving, water conservation or other sustainability design features of systems and equipment in the performance of repair and replacement work. Except where otherwise specified, replacement components shall be of the same model/style or equivalent as the component being replaced. Substitutes for replacement components must be accepted by the KO prior to use. The KO will furnish available information for the existing systems and equipment.
2.7	Personnel Requirements	The Contractor shall comply with the personnel requirements stated below.
2.7.1	Key Personnel	<p>The Contractor shall submit a List of Key Personnel and Qualifications per Section F. The Contractor shall provide any additional information requested by the KO necessary to certify their qualifications.</p> <p>The Contractor shall submit an Organizational Chart per Section F</p>

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		showing lines of authority of the key personnel and on-site supervisor(s) for this contract. The chart shall include names of personnel and their position title in this contract. As a minimum, include the PM, Quality Manager, SSHO, and on-site supervisor(s) and who they will report directly to for this contract. The key personnel shall be revised as applicable for the contract.
2.7.1.1	Project Manager (PM)	<p>The Contractor shall provide a PM and designated alternate, as applicable, who has the have full authority to act for the Contractor on all contract matters relating to this contract. PM or alternate shall be on-site during the Government's regular working hours and shall be available on-site within one hour after the Government's regular working hours.</p> <p>The PM shall have satisfactory relevant experience at a comparable level of responsibility on contracts of similar size, scope and complexity.</p>
2.7.1.2	Quality Manager	<p>The Contractor shall provide a Quality Manager or designated alternate who shall be on-site within during the Government's regular working hours and shall be available on-site within two hours after the Government's regular working hours. The Quality Manager must report directly to a senior corporate official and shall not report directly to the Project Manager.</p> <p>The Quality Manager shall have fulfilled the following pre-requisite training and experiences before being hired as the Quality Manager under this contract:</p> <p>The Quality Manager shall have satisfactory experience in preparing and enforcing QMS programs on contracts of similar size, scope and complexity. The Quality Manager may be the same person as the SSHO.</p>
2.7.1.3	Site Safety and Health Officer (SSHO)	<p>The SSHO must meet the requirements of EM 385-1-1 Section 1 and ensure that the requirements of 29 CFR 1926.16 are met for the project. Provide a Safety oversight team that includes a minimum of one Competent Person at each project site to function as the Site Safety and Health Officer (SSHO). The SSHO or an equally-qualified Designated Representative/alternate shall be on-site at all times when work is being performed to implement and administer the Contractor's safety program and government-accepted Accident Prevention Plan. The SSHO's training, experience, and qualifications shall be as required by EM 385-1-1 paragraph 01.A.17, entitled SITE SAFETY AND HEALTH OFFICER (SSHO), and all associated sub-paragraphs.</p> <p>A Competent Person shall be provided for all of the hazards identified in the Contractor's Safety and Health Program in accordance with the accepted Accident Prevention Plan, and shall be on-site at all times when the work that presents the hazards associated with their professional expertise is being performed. Provide the credentials of the Competent Persons(s) to the Contracting Officer for acceptance in consultation with the Safety Office.</p> <p>The Contractor shall provide a SSHO whose primary duty and responsibility is to prepare and enforce the Contractor's safety program on this contract. The SSHO shall have fulfilled the following pre-requisite training and experiences before being hired as the SSHO under this</p>

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		<p>contract:</p> <p>The SSHO shall have satisfactory experience in preparing and enforcing safety programs on contracts of similar size and complexity in the past, and have completed the OSHA 30-hour construction safety class or equivalent. The SSHO shall maintain competency through 24 hours of formal safety and health related coursework every four years. The SSHO may be the same person as the project manager but shall have fulfilled the pre-requisite qualification and experience.</p>
2.7.1.4	Environmental/Energy Manager	<p>The Contractor shall provide an Environmental/Energy Manager whose primary duty and responsibility is to ensure Contractor operations adhere to the goals and policies of the Environmental Management System, the Installation Energy Plan, and other specified Sustainability requirements affecting this contract. The Environmental/Energy Manager shall develop, implement and monitor environmental strategies, policies and programs that promote sustainable development and examine the contract activities to establish where improvements can be made and ensure compliance with environmental legislation and energy policy.</p> <p>The Environmental/Energy Manager shall have a minimum two years experience with environmental procedures similar to those of this contract; familiarity with Environmental Management Systems (EMSs); and knowledge of environmental regulations and federal energy laws and policy (including energy and water reduction requirements and renewable energy requirements) that are applicable to operations similar to those of this contract.</p>
2.7.2	Employee Requirements	The Contractor shall provide experienced, qualified, and capable personnel to perform the work in this contract. Personnel shall be fully knowledgeable of all safety, environmental, and energy requirements associated with the work they perform. Personnel shall speak, read, and comprehend English to the extent that they can perform the contract requirements and comply with installation emergency procedures.
2.7.2.1	Employee Certification and Training	The Contractor shall maintain personnel certification, training, and licensing records for employee requirements specified herein and within all technical annexes/sub-annexes. Certification, training, and licensing records shall be kept current and on file for the duration of the contract including all option periods. Records shall be made available for Government review within 4 hours of request.
2.7.2.2	Employee Appearance	The Contractor shall ensure that all employees present a professional appearance that is appropriate for their position. The KO reserves the right to determine the acceptability of any clothing worn. All Contractor/subcontractor employees working under this contract shall be identified by a distinctive nameplate, emblem, or patch attached in a prominent place on an outer garment. Employee identification shall not be substituted for station required passes or badges.
2.7.2.3	Employee Conduct	Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.
2.7.2.4	Identification as Contractor Employee	Contractor employees shall identify themselves as Contractor personnel by introducing themselves or being introduced as Contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel. All Contractor employees shall appropriately identify themselves as contractor employees in telephone

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		conversations and in formal and informal written correspondence.
2.7.2.5	Removal of Employees	The Contractor shall remove from the site any individual whose continued employment is deemed by the KO to be contrary to the public interest or inconsistent with the best interests of National Security.
2.7.2.6	Proof of Legal Residency	No employee or representative of the Contractor will be admitted to the site of work unless satisfactory Proof of Legal Residency is furnished per Section F.
2.7.3	Enterprise-wide Contractor Manpower Reporting Application (eCMRA)	<p>The Contractor shall report all contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <a href="https://doncmra.nmci.navy.mil">https://doncmra.nmci.navy.mil</a>.</p> <p>Per Section F, reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <a href="https://doncmra.nmci.navy.mil">https://doncmra.nmci.navy.mil</a>.</p>
2.8	Security Requirements	The Contractor shall comply with all Federal, state, and local security statutes, regulations, and requirements. The Contractor shall become acquainted with and comply with all Government regulations as posted, or as requested by the KO when required to enter a Government site. The Contractor shall ensure that all security/entrance clearances are obtained.
2.8.1	Employee Listing	The Contractor shall maintain a current Employee List and submit per Section F. The list shall include employee's name, supervisor, company, and level of security clearance.
2.8.2	Vehicles	The company name shall be displayed on each of the Contractor's vehicles in a manner and size that is clearly visible. All vehicles shall display a valid state license plate that complies with State Vehicle Code. Vehicles shall meet all other requirement of the State Vehicle Code, such as safety standards, and shall carry proof of insurance and state registration, if applicable.
2.8.3	Passes and Badges	All Contractor employees shall obtain the required employee and vehicle passes. The Contractor employees must be able to obtain Common Access Cards (CAC) in accordance with security requirements. Each employee shall wear the Government issued badge over the front of the outer clothing. When an employee leaves the Contractor's service, the employee's Passes and Badges shall be returned within 10 calendar days.
2.8.4	Access to Installation	<p>All Contractor personnel shall obtain access to the installation by participating in the Navy Commercial Access Control System (NCACS), or by obtaining passes each day from the Base Pass and Identification Office. Costs for obtaining passes through the NCACS are the responsibility of the Contractor. One-day passes, issued through the Base Pass and Identification Office, will be furnished without charge.</p> <p>The Contractor shall furnish a completed EMPLOYMENT ELIGIBILITY VERIFICATION (DHS FORM I-9) form for all personnel requesting badges. This form is available at <a href="http://www.uscis.gov/portal/site/uscis">http://www.uscis.gov/portal/site/uscis</a> by searching or selecting Employment Verification (Form I-9). Immediately report instances of lost or stolen badges to the Contracting Officer.</p>

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2.8.4.1	NCACS Program	<p>NCACS is a voluntary program in which Contractor personnel who enroll, and are approved, are subsequently granted access to the installation for a period up to one year, or the length of the contract, whichever is less, and are not required to obtain a new pass from the Base Pass and Identification Office for each visit.</p> <p>The Government performs background screening and credentialing. Throughout the year the Contractor employee must continue to meet background screening standards. Periodic background screenings are conducted to verify continued NCACS participation and installation access privileges. Under the NCACS program, no commercial vehicle inspection is required, other than for Random Anti-Terrorism Measures (RAM) or in the case of an elevation of Force Protection Conditions (FPCON).</p> <p>Information on costs and requirements to participate and enroll in NCACS is available at <a href="http://www.rapidgate.com/vendors/how-to-enroll">http://www.rapidgate.com/vendors/how-to-enroll</a> or by calling 1-877-727-4342.</p>
2.8.4.2	One-Day Passes	Participation in the NCACS is not mandatory, and if the Contractor chooses to not participate, the Contractor's personnel will have to obtain daily passes, be subject to daily mandatory vehicle inspection, and will have limited access to the installation. The Government will not be responsible for any cost or lost time associated with obtaining daily passes or added vehicle inspections incurred by non-participants in the NCACS.
2.8.5	Access to Buildings	The Contractor shall monitor and control access into restricted areas under their responsibility, allowing only those individuals who have been properly cleared into restricted areas or other controlled access areas. The Contractor shall comply with security requirements, plus those imposed by the installation Commander at all times. Personnel with access to special areas will have the appropriate screening and/or security clearance, and personnel requiring routine access to restricted areas will wear special badges authorizing access for those areas. Contractor personnel shall not enter restricted or controlled areas or installation facilities unless specifically authorized in performance of their duties. The Contractor shall secure all buildings and facilities entered during non-duty hours and will secure all building and facilities under the Contractor's cognizance at the end of each work day or shift period.
2.8.6	Access Arrangements	The Contractor shall make all arrangements through the appropriate office necessary to obtain access to buildings, facilities and other work areas, and when necessary, arrange for them to be opened and closed by the controlling authority. The Government may issue keys to the Contractor. The Contractor shall use due diligence and be responsible for compromised security systems to include replacement costs that result from its action or inaction.
2.8.6.1	Escort Arrangement for Secured Areas	The Contractor shall make arrangements for Government escort into secured areas requiring escort. The KO will provide information on applicable buildings, spaces and the appropriate point of contact.

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		The Contractor may experience delays while waiting for escorts. The Government estimates the wait period can be up to 15 minutes. The Contractor shall notify the Government Performance Assessment Representative (PAR) and appropriate point of contact if an escort is not available after 15 minutes and access to accomplish the work is denied. Unscheduled requirements, e.g., trouble calls, may require a longer wait for an escort.
2.8.7	Security Clearances	The Contractor shall obtain all required corporate and personnel Security Clearances prior to commencement of work. The Contractor shall ensure that a list of all personnel with Security Clearances is maintained current, including clearances that are pending.
2.8.8	Access to Sensitive Unclassified Information	<p>The Contractor personnel whose work involves access to sensitive unclassified information shall undergo a National Agency Check Investigation (NACI) to verify their suitability. If the Contractor personnel currently have a favorably adjudicated NACI the Contractor shall notify the Government Command Security Manager who will validate this in the Joint Personnel Adjudication System (JPAS).</p> <p>The Contractor shall request from the Government for access to the E-QIP Direct program for the Contractor employees to complete the SF-85 form on line for an NACI. The Security Manager will determine suitability. Upon a favorable NACI, the Contractor personnel shall provide the completed Personnel Security Investigation (PSI) to the Security Manager along with the original signed release statements, applicant fingerprint card (FD87), and an OF-306 Declaration for Federal Employment per Section F. The Contractor shall be responsible for providing the fingerprint card.</p> <p>The request shall be renewed annually or for the duration of the contract if less than one year.</p>
2.8.9	Employee Status	The Contractor shall notify the KO of any changes to any employee's status to include, but not limited to, termination, convictions/arrests, adverse actions taken on the job for any reason or any other documented misbehavior that may affect, or have the potential to affect, security standing in terms of access to federal facilities or IT systems.
2.9	Contractor Safety Program	<p>The Contractor shall develop and implement a Safety Program detailing how the Contractor plans, staffs, performs, and controls all safety practices while delivering best value services to the Government without any accidents or mishaps. The Contractor's safety program shall comply with all safety standards identified in the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1 and Public Law 91-596, Occupational Safety and Health Act.</p> <p>Any reference to "USACE" facilities, property, or equipment specified in EM 385-1-1 should be interpreted as Government facilities, property, and equipment.</p>
2.9.1	Accident Prevention Plan (APP)	<p>The Contractor shall develop and implement a site Accident Prevention Plan (APP). The APP shall be prepared by the Contractor's SSHO and shall be followed by all Contractor employees, subcontractors, and vendors at each service site.</p> <p>The APP shall follow the abbreviated format and include, as a minimum,</p>

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		<p>elements addressed in paragraph 3.k. of Appendix A of EM 385-1-1.</p> <p>The Contractor shall submit an APP for acceptance per Section F. The Contractor shall review, update, and submit revisions to the APP whenever a change in work conditions, hazards, or activities occur. Submittal of the APP shall include Activity Hazard Analyses (AHAs) and applicable compliance plans, programs, and procedures as specified below.</p> <p>The Contractor shall not commence work until the APP has been accepted and no activity shall be started on site until the applicable AHAs and compliance plans have been accepted.</p> <p>Once accepted by the Contracting Officer, the APP and attachments will be enforced as part of the contract. Disregarding the provisions of this contract or the accepted APP will be cause for stopping of work, at the discretion of the Contracting Officer, until the matter has been rectified.</p>
2.9.2	Activity Hazard Analysis (AHA)	<p>The Contractor shall prepare Activity Hazard Analyses (AHAs) for all applicable common recurring work activities performed under this contract. AHAs for recurring work shall be submitted with the APP and shall be updated as work activities or conditions change and additional AHAs prepared as new work activities are required. AHAs for non-recurring and one-time (e.g., non-recurring work task orders) work occurrences shall be submitted at least two working days prior to start of work. Specifically:</p> <ul style="list-style-type: none"> <li>... For contract modifications to recurring work requirements where changes are germane to the original contract, the Contractor shall revise applicable AHAs within 15 calendar days after modification is signed.</li> <li>... For contracts with non-recurring work ELINs, the Contractor shall submit an AHA on non-recurring work task orders, with the associated proposal, whenever the service environment or required task is different from the recurring work priced services.</li> </ul> <p>The Contractor shall follow the Risk Management Process for the development of Activity Hazard Analysis (AHA) in accordance with paragraph 01.A.14 and Appendix A of EM 385-1-1. A formatted outline of an AHA is provided in Figure 1-2 of EM 385-1-1.</p> <p>During performance of services, the SSHO shall periodically review the AHA at each service site and for each sub-annex to assess the effectiveness of the Contractor's overall APP. If changes to the AHAs are required, such changes shall be submitted to the KO for review and acceptance.</p>
2.9.3	Safety and Occupational Health (SOH) Risks and Compliance Plans	<p>Based on a risk assessment of recurring and non-recurring work requirements and on mandatory OSHA compliance programs, the Contractor shall develop, provide and implement all applicable compliance plans, as necessary for the situation or types of work to be performed under this contract. Compliance plans, programs, and procedures along with their respective references are detailed in Appendix A, paragraph 3.i of EM 385-1-1.</p>

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		These plans shall be submitted with the APP and shall be updated as situations change. Additional compliance plans, programs, and procedures shall be developed as applicable when new types of work are required under this contract.
2.9.3.1	Alcohol and Drug Abuse Prevention Plan	The Contractor shall develop an alcohol and drug abuse prevention plan to explain how it will satisfy the drug-free work force requirement as stated in DFARS Clause 252.223-7004 and include elements addressed in paragraph 01.C.02 of EM 385-1-1.
2.9.3.2	Chemical Hazard Communication Program	The Contractor shall develop a project-specific chemical hazard communication program to include elements addressed in paragraph 06.B.01 of EM 385-1-1 and applicable OSHA requirements in 29 Code of Federal Regulations (CFR) 1910.120 and 29 CFR 1926.59.
2.9.3.3	Confined Space Program	The Contractor shall develop an activity/site-specific confined space program to include elements addressed in paragraph 34.A of EM 385-1-1 and comply with relevant requirements in 29 CFR 1910, 29 CFR 1915, and 29 CFR 1926, OSHA Directive CPL 2.100 and any other Federal, state and local regulatory standards.
2.9.3.4	Critical Lift Plan	<p>The Contractor shall develop a critical lift plan to explain how it will conduct lifts for any of the following conditions:</p> <ol style="list-style-type: none"> <li>1) Lifts over 75 percent of the capacity of the crane or hoist (or lifts over 50 percent of the capacity of a barge mounted mobile crane's hoists) at any radius of lift;</li> <li>2) Lifts involving more than one crane , hoist, or LHE</li> <li>3) Lifts of personnel;</li> <li>4) Lifts involving non-routine rigging or operation, sensitive equipment, or unusual safety risks</li> <li>5) Lifts involving hazardous materials (e.g., explosives, highly volatile substances);</li> <li>6) Lifts where the center of gravity could change;</li> <li>7) Lifts without the use of outriggers using rubber tire load charts;</li> <li>8) Lifts using more than one hoist on the same crane, hoist, or LHE;</li> <li>9) Lifts involving Multiple Lift Rigging (MLR) Assemblies or other non-routine or technically difficult rigging arrangements;</li> <li>10) Lifts involving submerged loads. Exception: lifts that were engineered to travel in guided slots throughout the lift and have fixed rigging and/or lifting beams, i.e., intake gates, tailgates/logs);</li> <li>11) Lifts out of the operator's view. (Exception: if hand signals used by a signal person in view of the operator or radio communications are available and in use, load does not exceed two tons AND is determined a routine lift by the lift super.)</li> </ol> <p>The critical lift plan shall include elements addressed in paragraph 16.H of EM 385-1-1, paragraph 1.7.2 of NAVFAC P-307, and comply with requirements in ASME B30.22, ASME B30.3; ASME B30.5, and ASME B30.8.</p> <p>The Contractor shall complete and maintain a copy of the Crane Operating Checklist For Critical Lifts, provided within the Forms in J-0200000-05, for each lift.</p>
2.9.3.5	Fall Prevention and Protection Plan	The Contractor shall develop a site specific fall prevention and protection plan to protect and prevent its service workers from falling from heights

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		of 1.8m (6 feet) or more. This plan shall include elements addressed in paragraph 21.D of EM 385-1-1 and ANSI A10.32, ANSI Z359.1, and ANSI/ASSE A10.34. The fall prevention and protection plan shall include a Rescue and Evacuation Plan in accordance with EM 385-1-1, Section 21.N. A competent person for fall protection shall prepare and sign the plan.
2.9.4	Crane Operations	<p>All operations of Cranes, Multi-Purpose Machines and Material Handling Equipment shall comply with EM 385-1-1, NAVFAC P-307, 29 CFR Part 1910, and 29 CFR Part 1926.</p> <p>The Contractor shall comply with paragraph 1.7.2 of NAVFAC P-307 and notify the Contracting Officer at least 24 hours prior to bringing any crane (including delivery vehicles with crane boom attachments), multi-purpose machines, material handling equipment, or construction equipment that may be used in a crane-like application to lift suspended loads on board a Navy Installation. Written documentation of the last weight test of the crane and all related weight handling equipment (e.g. attachments, rigging gear, etc.) shall be maintained on site.</p> <p>A joint verification with the Government representative must be performed to ensure that a legible and indelible completed copy of Appendix P, Figure P-1 of NAVFAC P-307 is maintained on the crane, multi-purpose machine, and material handling equipment or construction equipment used in a crane-like application to lift suspended loads. The following certification and testing documentation shall be on site prior to entry and use on any Navy Installation:</p> <ol style="list-style-type: none"> <li>1) Crane, multi-purpose machine, material handling equipment or construction equipment used in a crane-like application to lift suspended load certification</li> <li>2) Load testing</li> <li>3) Yearly, monthly and daily inspection logs</li> <li>4) Rope/sling certifications</li> <li>5) Operator certifications/designations</li> <li>6) Designation of person performing log inspections</li> <li>7) Cranes that are permanently located on a Navy Installation shall have a quarterly joint verification.</li> </ol>
2.9.4.1	Crane Inspections	<p>The Contractor shall ensure all inspections are performed in accordance with EM 385-1-1, NAVFAC P-307, 29 CFR Part 1910, and 29 CFR Part 1926 (daily, monthly, quarterly, yearly), and retain the current documentation of inspections. Documents shall be kept on site. Daily pre-use inspections and testing shall be performed on all load hoisting and lowering mechanisms, boom hoisting and lowering mechanisms, swinging mechanisms, travel mechanisms (if to be used that day), and safety devices. Cranes that have to be re-rated shall be in accordance with SAE Recommended Practices, Crane Load Stability Test Code J765 and documentation maintained on site. The Contractor shall have an operational anti-two block device or a two-block damage prevention feature for all points of two blocking and a boom hoist disconnect, shutoff, or hydraulic relief to automatically stop the boom hoist when the boom reaches a predetermined high angle.</p>
2.9.4.2	Rigging Gear	The Contractor shall ensure rigging gear and below the hook lifting devices and personnel comply with the following requirements:

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		<p>1) Personnel performing rigging shall have an understanding of all signs, notices, and operating instructions, and be familiar with the applicable hand signals prescribed by the ASME B30 standard for the type of crane in use.</p> <p>2) Personnel performing rigging shall be familiar with the rigging requirements in EM 385-1-1, NAVFAC P-307, 29 CFR Part 1910, and 29 CFR Part 1926.</p> <p>3) The Contractor shall inspect rigging gear in accordance with EM 385-1-1, NAVFAC P-307, 29 CFR Part 1910, and 29 CFR Part 1926 and paragraph 1.7.2 of NAVFAC P-307. Certification records shall be made available for review upon request.</p>
2.9.4.3	Crane Operators	Crane operators shall meet the personnel qualifications requirements in paragraph 16.B of EM 385-1-1 and paragraph 1.7.2 of NAVFAC P-307. For mobile cranes with Original Equipment Manufacturer (OEM) rated capacities of 2,000 pounds or greater, designate crane operators as qualified by a source that qualifies crane operators (i.e., union, a government agency, or an organization that tests and qualifies crane operators).
2.9.5	Accident and Damage Reporting	<p>The Contractor shall notify the Contracting Officer as soon as practical, but no more than four hours after any accident meeting the definition of Recordable Injuries or Illnesses or High Visibility Accidents, property damage equal to or greater than \$2,000, or any Weight Handling Equipment (WHE) accident. Notification shall also be provided for any mishap occurring in any of the following high hazard areas: electrical (to include Arc Flash, electrical shock, etc.); uncontrolled release of hazardous energy (includes electrical and non-electrical); weight or load handling equipment (LHE) or rigging; fall-from-height (any level other than same surface); and underwater diving. These mishaps shall be investigated in depth to identify all causes and to recommend hazard control measures.</p> <p>Within notification include Contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (to include type of equipment used, PPE used, etc.). Preserve the conditions and evidence on the accident site until the Government investigation team arrives on-site and Government investigation is conducted.</p> <p>The Contractor shall conduct an accident investigation for recordable injuries and illnesses, for accidents requiring Medical Treatment, property damage accidents resulting in at least \$20,000 in damages, and near misses as defined in EM 385-1-1, to establish the root cause(s) of the accident. The Contractor shall complete the applicable NAVFAC Contractor Incident Reporting System (CIRS), and electronically submit via the NAVFAC Enterprise Safety Applications Management System (ESAMS) per Section F. Required or special forms are provided within the Forms in J-0200000-05.</p> <p>For any weight handling equipment accident (including rigging gear accidents) the Contractor shall conduct an accident investigation to</p>

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		<p>establish the root cause(s) of the accident and comply with additional requirements and procedures for accidents in accordance with NAVFAC P-307, Section 12. The Contractor shall submit a WHE Accident Report (Crane and Rigging Gear) per Section F. No crane operations are allowed to proceed until cause is determined and corrective actions have been implemented to the satisfaction of the Contracting Officer.</p> <p>For a near miss, the Contractor shall complete the applicable documentation in NAVFAC Contractor Incident Reporting System (CIRS), and electronically submit via the NAVFAC Enterprise Safety Applications Management System (ESAMS) per Section F.</p> <p>For a near miss involving crane or rigging operations, the Contractor shall report verbally to the Contracting Officer as soon as management becomes aware but not later than 4 hours of such event and comply with additional requirements and procedures for near-misses in accordance with NAVFAC P-307, Section 12. A near miss occurs when an accident was avoided by mere chance or when intervention prevented an ongoing sequence of events that would have resulted in an accident (e.g. unplanned encroachment, improper crane set-up, improperly rigged load, etc.). The Contractor shall submit a Crane and Rigging Gear Near Miss Report per Section F.</p>
2.9.5.1	Accident Reporting and Notification Criteria	<p>The following criteria and definitions apply to the accident reporting requirements specified above:</p> <p><b>Recordable Injuries or Illnesses.</b> Any work-related injury or illness that results in:</p> <ol style="list-style-type: none"> <li>1) Death, regardless of the time between the injury and death, or the length of the illness;</li> <li>2) Days away from work (any time lost after day of injury/illness onset);</li> <li>3) Restricted work;</li> <li>4) Transfer to another job;</li> <li>5) Medical treatment beyond first aid;</li> <li>6) Loss of consciousness; or</li> <li>7) A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in (1) through (6) above.</li> </ol> <p><b>High Visibility Accident.</b> Any mishap which may generate publicity or high visibility.</p> <p><b>Medical Treatment.</b> Treatment administered by a physician or by registered professional personnel under the standing orders of a physician. Medical treatment does not include first aid treatment even through provided by a physician or registered personnel.</p> <p><b>WHE Accident.</b> A WHE accident occurs when any one or more of the eight elements in the operating envelope fails to perform correctly during operation, including operation during maintenance or testing resulting in personnel injury or death; material or equipment damage; dropped load; derailment; two-blocking; overload; or collision, including unplanned</p>

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		contact between the load, crane, or other objects. A dropped load, derailment, two-blocking, overload and collision are considered accidents even though no material damage or injury occurs. A component failure (e.g., motor burnout, gear tooth failure, bearing failure) is not considered an accident solely due to material or equipment damage unless the component failure results in damage to other components (e.g., dropped boom, dropped load, roll over, etc.)
2.9.6	Fire Protection	The Contractor shall know where fire alarms are located and how to activate them. The Contractor shall handle and store all combustible supplies, materials, waste and trash in a manner that prevents fire or hazards to persons, facilities, and materials.
2.9.7	Monthly On-Site Labor Report	The Contractor shall submit a Monthly On-Site Labor Report per Section F. This report is a compilation of employee-hours worked each month for all site workers, both prime and subcontractor.
2.9.8	OSHA Citations and Violations	The Contractor shall correct violations and citations promptly and provide a copy of each OSHA citation and OSHA report with written OSHA Citations and Violations Corrective Action Report per Section F.
2.9.9	Safety Inspections and Monitoring	<p>The Contractor shall conduct inspections of its work areas, job sites, and work crews every day work is being performed to ensure that all Contractor operations are being conducted safely. These inspections shall ensure:</p> <ul style="list-style-type: none"> <li>... The site is safe and free of job-site hazards</li> <li>... Proper PPE is being utilized and worn.</li> <li>... Safe work practices and processes are being followed.</li> <li>... Workers are familiar with the hazards covered in the respective AHA for that work activity.</li> <li>... All equipment and tools are in good condition and being used safely.</li> </ul> <p>The Government reserves the right to inspect and monitor Contractor operations for safety compliance. In general, the Government approach will be to conduct Performance Assessment on the quality and effectiveness of the Contractor's safety program. The Government reserves the right to stop any work activity when it deems danger is imminent. Contractor personnel shall work in a safe manner and comply with all applicable safety regulations. The Contractor shall be subject to safety inspections of its work sites by the Government. Contractor safety records shall be available to the KO upon request.</p> <p>Whenever the KO becomes aware of any safety noncompliance or any condition which poses a serious or imminent danger or hazard to the health or safety of the public or Government Personnel, the KO will notify the Contractor orally, with written confirmation, and request immediate corrective action. This notice, when delivered to the Contractor's representative or SSHO, shall be deemed sufficient notice of noncompliance and that corrective action is required. After receiving this notice, the Contractor shall immediately take corrective action. If the Contractor fails, delays, or refuses to promptly take corrective action, the KO may issue a stop work order for all or part of the services or work until satisfactory corrective action has been taken. Whenever such a stop work order has been issued, the Contractor shall waive all equitable</p>

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		adjustments to the contract related to the stop work ordered issued. The Contractor shall include this requirement in all of its subcontracts and vendor contracts in support of contract safety.
2.9.10	Safety Certification	The Contractor shall submit copies of all the required Federal, state, county, city and industry Safety Certifications for work performed under this contract per Section F. These certifications shall be kept up to date by the Contractor. The Contractor shall submit new versions of certifications as the old certifications expire. No work, that requires a certification, shall start without a valid and approved certification.
2.9.11	Safety Apparel on Jobsites	The Contractor personnel shall wear appropriate high-visibility safety apparel (garment, vest, or harness of retro-reflective and fluorescent material) meeting ANSI/ISEA 107-2010 requirements. Appropriate garment shall be based on the worker hazards and tasks, complexity of the work environment or background, and vehicular traffic and speed. As a minimum, the Contractor personnel shall wear ANSI/ISEA 107-2010 Class I compliant apparel.
2.9.12	Emergency Medical Treatment	Contractors will arrange for their own emergency medical treatment. The Government has no responsibility to provide emergency medical treatment.
2.10	Environmental Management and Sustainability	<p>The Contractor shall perform work under this contract consistent with the following Environmental Management System (EMS) goals and policy.</p> <p>Goals:</p> <ul style="list-style-type: none"> <li>... Reduce purchase and use of toxic and hazardous materials;</li> <li>... Expand purchase of green products and services; increase recycling;</li> <li>... Reduce energy and water use;</li> <li>... Increase use of alternative fuels and renewable energy;</li> <li>... Integrate green building concepts in major renovations and new construction;</li> <li>... Prevent pollution at the source; and</li> <li>... Continual improvement.</li> </ul> <p>Policy:</p> <ul style="list-style-type: none"> <li>... Protect public health and the environment by being an environmentally responsible member of the community;</li> <li>... Preserve our natural, historic and cultural resources;</li> <li>... Conserve natural resources by reducing what we discard, reusing items, and recycling materials, which includes purchasing products made from recycled materials;</li> <li>... Integrate sound environmental practices into all our operations and business decisions; Integrate environmental protection requirements and pollution prevention initiatives into the early planning, design and procurement of facilities, equipment and material, as well as the planning and implementation of military training activities;</li> <li>... Prevent or minimize pollution at its source as we seek out ways to eliminate or further minimize use of hazardous materials and generation of hazardous waste;</li> <li>... Maintain a sound partnership with regulatory agencies to sustain our compliance with existing and new environmental laws and regulations;</li> <li>... Enhance our program as we develop and implement an</li> </ul>

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		<p>Environmental Management System; and</p> <p>... Adhere to this policy, remind one another to do so, and ensure that our entire community knows this is our policy by our actions as well as our words.</p> <p>The Contractor shall maintain monitoring and measurement information to address the EMS goals and policy and provide the EMS Goals and Policy Measurement Information to the KO when requested. In the event an EMS nonconformance or environmental noncompliance associated with the contracted services, tasks, or actions occurs, the Contractor shall take corrective and/or preventative actions, assume legal and financial liability for the noncompliance and take corrective action immediately to remedy the noncompliance. The Contractor shall ensure that its employees are aware of their roles and responsibilities under the EMS and how these EMS roles and responsibilities affect work performed under the contract.</p>
2.10.1	Energy Management Program	The Contractor shall comply with the installation's energy management program. The Contractor PM, or designee, shall represent the Contractor's interest at all meetings of the activity's Energy Management Board.
2.10.1.1	Water Conservation Plan	The Contractor shall develop, submit and implement a Water Conservation Plan per Section F.
2.10.1.2	Energy Efficient Products	The Contractor shall use life-cycle cost analysis in making decisions about investments in products, services, construction and other projects to lower Federal Government's costs and reduce energy consumption. The Contractor shall elect lifecycle cost effective Energy Star and other energy-efficient products when acquiring energy-using products. For product groups where Energy Star labels are not yet available, select products that are in upper 25 percent of energy efficiency as designated by the Federal Energy Management Program. Use of high energy consuming tools or equipment is subject to approval by the KO prior to use.
2.10.2	Environmental Protection	The Contractor shall comply with all applicable Federal, state, and local laws, regulations, and executive orders, and with base-wide instructions, standards, and permit requirements. All environmental protection matters shall be coordinated with the KO. Inspection of any of the facilities operated by the Contractor may be accomplished by the Installation Environmental Protection Coordinator, or authorized officials on a no-notice basis during Government regular working hours. The Contractor shall comply with the instructions of the cognizant Navy Medical Department with respect to avoidance of conditions which create a nuisance or which may be hazardous to the health of military or civilian personnel. The Contractor is responsible for ensuring that its employees receive applicable environmental and occupational health and safety training, and are kept up to date on regulatory required specific training for the type of work to be conducted onsite. All on-site Contractor personnel, and their subcontractor personnel, performing tasks that have the potential to cause a significant environmental impact shall be competent on the basis of appropriate education, training or experience.
2.10.2.1	ODS Requirements for Refrigerant Recycling	Technicians must be certified through an EPA approved program. Copies of the certifications shall be maintained at the employee's place of business and/or carried as a wallet card by the technician.

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		<p>Records are maintained for all refrigerant removal operations performed prior to small appliance or motor vehicle air condition appliance disposal. The recovery date, technician's name and a statement that all refrigerant that had not previously leaked was removed in accordance with 40 CFR 82 shall be included in the disposal records.</p> <p>Records kept for all refrigerant recovery operations/services performed on equipment that normally contains 50 pounds or more refrigerant will include the service date, service description, amount of refrigerant purchased, and amount of refrigerant added.</p> <p>Refrigerant leaks on equipment, which normally contain 50 pounds or more refrigerant, are repaired within 30 days of leak discovery. Leak repairs for equipment normally containing 50 pounds or more refrigerant are documented, including the date of leak discovery and date repaired, technician's name, amount of refrigerant vented, and amount purchased and added. Satisfactory leak repair verification tests are documented within 30 days of repair.</p> <p>Records detailing accidental venting of ODS are maintained; these records shall include as a minimum the date, type, location, amount vented, and reason for venting.</p> <p>Records detailing the type and amount of refrigerant purchases shall be kept.</p> <p>Only excess Class I ODS is to be returned to DLA and not private contractors (R-11, 12, 113, 114, 500, 502). All reclaimed class I refrigerant shall be stored in approved containers, made for the intended purpose and transported by the Contractor to the Defense Logistic Agency (DLA) at the following address:</p> <p style="text-align: center;">Defense Depot Richmond Va. (DDVA) SW0400 Cylinder Operations 8000 Jefferson Davis Highway Richmond, Virginia 23297-5000</p> <p>Once the Contractor has delivered the refrigerant to DLA in Richmond, the Contractor shall provide a Class I ODS Report per Section F.</p> <p>Contractor ODS records shall be available to the KO upon request.</p>
2.10.2.2	Non-Hazardous Waste Disposal	<p>The Contractor shall dispose all wastes in accordance with all applicable Federal, state, and local laws, regulations, and executive orders, and with base-wide instructions, standards, and permit requirements.</p> <p>All non-hazardous, non-regulated debris and rubbish resulting from the work under this contract shall be disposed of at appropriate off installation waste handling facilities.</p> <p>All regulated, non-hazardous waste shall be disposed of in accordance with all applicable Federal, state, and local laws, regulations, and with base-wide instructions.</p>
2.10.2.3	Hazardous Waste	The Contractor shall dispose of all hazardous waste in accordance with

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	Disposal	the Resource Conservation and Recovery Act and all other applicable Federal, state and local laws and regulations. No disposal of hazardous waste onboard the installation is allowed.
2.10.2.4	Spill Prevention, Containment, and Clean-up	The Contractor shall prevent, contain, clean up, and report all spills on Government property caused by the Contractor, in a manner that complies with applicable Federal, state, and local laws and regulations, and with the Installation Spill Control Plan provided at the pre-performance conference at no additional cost to the Government.
2.10.2.5	Hazardous Material Management	<p>The Contractor shall support the Consolidated Hazardous Material Reutilization and Inventory Management Program (CHRIMP).</p> <p>The Contractor shall submit an Emergency Planning and Community Right to Know Act (EPCRA) Report and Contractor Hazardous Material Inventory Log per Section F following the format provided at the pre-performance conference.</p> <p>The Contractor shall receive approval from the KO prior to bringing hazardous material on Government Property or prior to any other use in conjunction with this contract. For approval to use any hazardous material, allow a minimum of 10 working days for processing the request. The Contractor shall post Material Safety Data Sheets (MSDS) at the worksite where the products are being used. Should the Government determine that a chemical the Contractor will use needs to be tracked, the Government may direct the Contractor to submit additional information in order to fulfill reporting requirements.</p> <p>The Contractor shall ensure that procedures are in place to deal with hazardous materials, pursuant to the FAR Clause 52.223-3, HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA.</p> <p>Notwithstanding any other hazardous material used in this contract, radioactive materials or instruments capable of producing ionizing/non-ionizing radiation (with the exception of radioactive material and devices used in accordance with EM 385-1-1 such as nuclear density meters for compaction testing and laboratory equipment with radioactive sources) as well as materials which contain asbestos, mercury or polychlorinated biphenyls, di-isocyanates, lead-based paint are prohibited. The Contracting Officer, upon written request by the Contractor, may consider exceptions to the use of any of the above excluded materials. Low mercury lamps used within fluorescent lighting fixtures are allowed as an exception without further Contracting Officer approval. Notify the Radiation Safety Officer (RSO) prior to excepted items of radioactive material and devices being brought on base.</p>
2.10.2.6	Protection of Endangered and Threatened Species (Flora and Fauna)	The Contractor shall not disturb endangered and threatened species and their habitat. The Contractor shall carefully protect in-place and report immediately to the KO endangered and threatened species discovered in the course of work. The Contractor shall stop work in the immediate area of the discovery until directed by the KO to resume work.
2.10.2.7	Noise Control	The Contractor shall comply with all applicable Federal, state and local laws, ordinances, and regulations relative to noise control.
2.10.2.8	Salvage	All material and equipment removed or disconnected that is sound and of

<b>0200000 - Management and Administration</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		value shall remain the property of the Government.
2.10.2.9	Asbestos Containing Material (ACM)	Asbestos containing insulation, flooring, and other building materials may be encountered by the Contractor during the performance of work under this contract, and the Contractor shall remain alert to this possibility. If ACM is encountered or suspected in the performance of work, the Contractor shall avoid removing, sanding, abrading, or disturbing the material. The Contractor shall verbally notify the KO within one hour and follow-up with written ACM Notification within 24 hours.
2.10.3	Sustainable Procurement and Practices	<p>The Contractor shall develop, submit, and implement a Sustainable Procurement and Practices Plan per Section F. This plan shall identify how the Contractor will comply with all applicable Federal, state and local laws and regulation, including E.O. 13423, E.O. 13514, Installation Energy Management Program and Water Conservation Programs and energy reduction requirements. The plan shall specifically address the following components:</p> <ul style="list-style-type: none"> <li>... <b><u>Recycled Contents Products</u></b></li> <li>... Energy/Water efficiency</li> <li>... Energy Efficient Tools and Equipment</li> <li>... Alternate Fuels and Alternate Fuel Vehicles</li> <li>... Biobased Products</li> <li>... Non-Ozone Depleting Products</li> <li>... Environmental Preferred Products and Services</li> <li>... Low/Non-Toxic and Hazardous Materials</li> </ul> <p>The Contractor shall submit an annual Sustainable Delivery of Services Report per Section F.</p>
2.10.3.1	Environmentally Preferable Products	<b><u>The Contractor shall procure and use products that are energy-efficient (Energy Star or Federal Energy Management Program (FEMP)-designated), water efficient, bio-based, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT)-registered), non-ozone depleting, contain recycled content, or are non-toxic or less toxic alternatives, where such products and services meet performance requirements.</u></b>
2.10.3.2	Use of Recovered Materials	<b><u>The Government has an affirmative procurement program to promote the purchase of products containing recovered materials. The intent is to reduce the solid waste stream and conserve natural resources by establishing markets for recycled content products and encouraging manufacturers to produce quality products containing recovered materials. Participate in this program by using, for Environmental Protection Agency (EPA) designated items, recovered materials to the maximum extent practicable without jeopardizing the intended end use of the item. The percentage of recovered materials content levels for use in the performance of this contract will be, at a minimum, the amount recommended in the EPA Comprehensive Procurement Guideline (CPG) Product Index website (<a href="http://www.epa.gov/epawaste/conserves/tools/cpg/index.htm">http://www.epa.gov/epawaste/conserves/tools/cpg/index.htm</a>).</u></b>

<b>0200000 - Management and Administration</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		<b><u>Use of EPA designated products is not required for products that are either not available within a reasonable period of time, are not available at a reasonable price, are not available from a sufficient number of sources to maintain a satisfactory level of competition, or fail to meet performance standards based on technical verification. EPA designation of products is an on-going process. Listings of EPA designated products containing recovered materials are found in 40 CFR 247. Make recommendation and submit Recovered Material Certification, per Section F, when a product containing recovered materials is equal to or better than the original and could be used for this contract. All changes of products must be accepted by the KO before it is used.</u></b>
2.10.3.3	Use of Biobased Products	<b><u>The Contractor shall make maximum use of biobased products in accordance with the FAR Clause 52.223-2 -- AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS. Information about these products is available at <a href="http://www.usda.gov/biopreferred">http://www.usda.gov/biopreferred</a>.</u></b>
2.11	Disaster Preparedness	<b><u>The Contractor shall comply with the installation's Contingency Instruction. The Contractor shall support the installation contingency response plan as directed by the KO.</u></b>
2.12	Technical Library	Existing technical library contents, including facility drawings, operation & maintenance manuals, warranties, Government publications, record drawings and other appropriate material, will be furnished by the Government.  The Contractor shall continually update library material to ensure all data is current, complete, accurate and suitable for intended use. The Contractor shall monitor the use of the libraries to ensure materials are returned and data integrity is not compromised. The Contractor shall maintain the libraries until completion or termination of the contract and make the libraries available for inspection by prospective offerors for successive contracts. The technical library contents are the property of the Government and shall be turned over to the KO upon completion or termination of the contract.
2.13	Warranty Management	Prior to performing repair work, the Contractor shall report to the KO any defect in workmanship, material, or parts, and any improper installation of equipment and components that are covered by a warranty. The Contractor is responsible for knowing which equipment and components are covered by the original warranty and the warranty duration. The KO will provide available warranty documents.
2.14	Recurring Work Procedures	
2.14.1	Notification to the Government for Work Above the Recurring Work Limitations	The Contractor is fully responsible for work up to the recurring work limits. Recurring work limits are specified in subsequent annexes or sub-annexes. When work is expected to exceed the recurring work limits, the Contractor shall notify the KO within two hours of identification for further direction. The Government may issue a task order in accordance with the non-recurring work portion of the contract detailed below or accomplish the work by means other than this contract.
2.14.2	Recurring Work	N/A.

<b>0200000 - Management and Administration</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
	Exhibit Line Item Numbers (ELINs)	
2.14.3	Common Output Level Standards (COLS) Options	The Contractor shall provide pricing for multiple COLS where indicated. The Government reserves the right to award options changing the specified COLS as detailed below.
2.15	Non-recurring Work	Non-recurring work is identified in each applicable annex or sub-annex. Non-recurring work may consist of Unit Priced Task (UPT) Work (non-negotiated) and Unit Priced Labor (UPL) Work (negotiated). The Contractor shall perform all non-recurring task work as ordered by the KO per Section G and DoD EMALL requirements in Section H. Non-recurring work will consist of Unit Priced Tasks and Unit Priced Labor Work which may be ordered by the Government as separate items or in combinations of items from the Non-recurring Work Exhibit Line Items (ELINs) provided in Section J on an as needed basis.
2.15.1	Unit Priced Task (UPT) Work (Non-Negotiated)	A UPT is defined as a non-recurring work item that includes all direct and indirect costs plus profit associated with the particular unit of work. All materials and equipment (rented, leased or Contractor-owned) required for the accomplishment of a UPT shall be included within the respective exhibit line item prices. The fixed price for the task order is determined by multiplying the exhibit line item unit prices by the quantities ordered. The Contractor is not required to submit cost estimates for UPTs.
2.15.1.1	Acceptance and Performance	The Contractor shall possess the capability to accept and perform non-recurring work via an electronic medium with supported commands utilizing their Government Purchase Card (GPC). DoD EMALL is the electronic medium for authorized Government personnel to place orders for service to the Contractor. DoD EMALL is located at <a href="http://www.emall.dla.mil">www.emall.dla.mil</a> under NAVFAC contract. The Contractor is required to report all non-recurring work quantities ordered via EMALL monthly to the KO.
2.15.1.2	Invoicing and Receiving Payment	Payment for completed EMALL orders will be made using the GPC. Reference "payment by third party" clause FAR 52.232-36. The Contractor shall possess the capability to invoice and receive payment for non-recurring work via an electronic medium with supported command representatives utilizing their GPC. No partial or advance payments will be provided.
2.15.2	Unit Priced Labor (UPL) Work (Negotiated)	The Contractor shall perform all UPL work in accordance with the scope and delivery schedule negotiated per each task order. UPL work is defined as non-recurring work that utilizes negotiated labor hours and materials to accomplish a task not required by the recurring work portion of the contract. UPL includes separately priced labor, material, and equipment exhibit line items. The Contractor shall prepare and furnish a detailed cost estimate identifying proposed labor, material, and equipment costs, which upon approval by the KO, becomes the fixed price for the task order.
2.15.2.1	Non-recurring Work Preparation of Proposals	In response to the Government's Request for Proposal (RFP), the Contractor shall submit a non-recurring work proposal to the KO within two working days following receipt for each potential task order which includes: 1) a complete list of all tasks necessary to perform the required scope of work, 2) the number of direct labor hours to perform each task and 3) the projected quantity and costs of materials and equipment to perform the required scope of work.

<b>0200000 - Management and Administration</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
2.15.2.1.1	Labor Requirements	Accepted industry time standards published in R. S. Means cost data, industry organizations, and similar estimating sources shall be used for determining the number of direct labor hours required to complete the scope of work. The total labor cost will be determined by totaling the number of direct labor hours and then multiplying by the UPL amount in the Non-recurring Work Exhibit Line Items (ELINS) provided in Section J.
2.15.2.1.2	Material and Equipment Requirements	Accepted industry and Government material and equipment costs published in R. S. Means cost data, national material supplier catalogues, U.S. Army Corps of Engineers Construction Equipment Ownership and Operating Expense Schedule (EP 1110-1-8), equipment rental catalogues, and similar estimating sources shall be used for determining customary and reasonable costs for the material and equipment estimate. Projected material requirements shall include a list of materials establishing the size, quality, number of units, and unit prices. Pre-expended bin supplies and materials shall not be included in the list of materials since the cost for these items are to be included in the labor hour unit price. Material prices shall be the lowest price available considering the availability of materials and the time constraints of the job. The direct material price shall include all discounts and rebates for core value and salvage value that accrue to the Contractor and Contractor-furnished warehousing cost. Equipment costs shall include rental and lease costs, ownership costs where Contractor-owned, equipment mobilization, and tools, not priced under the recurring work portion of the contract. The direct material price will be multiplied by the Contractor's non-recurring work material fixed burden rate.
2.15.2.2	Issuance of Final Task Order	The KO will order unit priced labor by issuing to the Contractor a copy of the approved scope of work and a task order for the work described, in accordance with Section G. Task order completion times will be specified on each task order.
2.15.3	Non-recurring work ELINS	Non-recurring Work ELINS are provided in J-0200000-07.

ANNEX 1700000**1700000 – Base Support Vehicles and Equipment****Table of Contents**

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2.3	Special Requirements
2.3.1	Safety
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2.3.3	Audits and Inspections
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3.3.1.3	Preventive Maintenance Inspections

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3.3.1.4	BSVE Repair
3.3.1.5	BSVE Trouble Calls
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<b>1700000 – Base Support Vehicles and Equipment</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
1	General Information	The Contractor shall provide all labor, management, supervision, tools, material, and equipment required to perform Base Support Vehicles and Equipment services at Marine Corps Base Camp Pendleton, CA; Marine Corps Air Station, Miramar, CA; Marine Corps Air Ground Combat Center, 29 Palms, CA; Marine Corps Logistics Base, Barstow, CA; Marine Corps Recruit Depot, San Diego, CA; Marine Corps Mountain Warfare Training Center, Bridgeport, CA; and Marine Corps Air Station, Yuma, AZ.
1.1	Concept of Operations	This is a contract to provide vehicle support services for automotive type equipment at Government facilities and in the field; and perform automotive repairs and services on these same types of equipment. The Contractor shall be required to perform emergency roadside service not to exceed a 150-mile radius from the previously listed Marine Corps Installations. The contract shall be performed in accordance with this Performance Work Statement (PWS) and the Contractor's technical quote, which shall be incorporated into the contract as an attachment.

<b>1700000 – Base Support Vehicles and Equipment</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
2	Management and Administration	
2.1	Definitions and Acronyms	Definitions and Acronyms are listed in J-1700000-01.
2.2	Personnel	The Contractor shall provide personnel with the qualifications, technical knowledge, experience and skills required for efficient operations within the BSVE function.
2.2.1	Certification, Training, and Licensing	BSVE operators shall comply with all Federal, state, and local laws and regulations regarding certification, training and licensing.  The Contractor shall be responsible for complying, obtaining and retaining any necessary permits/licenses required by Federal, State, County or local authority.  Personnel working on electric vehicles shall be certified to work on the electrical components, sub-assemblies and assemblies.
2.3	Special Requirements	
2.3.1	Safety	The Contractor shall adhere to all OSHA, EPA, U.S. Marine Corps, California State Regulations, and the rules and regulations prescribed by the Federal Motor Carrier Safety Regulations, U.S. Department of Transportation, Federal Highway Administration, and Bureau of Motor Carrier Safety.  Necessary permits for the movement of overweight/oversized loads on public highways shall be obtained.
2.3.2	Fuel Efficient Acquisition	Current laws and regulations require compliance in the fuel efficient acquisition of new and replacement vehicles. In addition, Alternative Fuel Vehicles (AFV) will be procured when available. The Contractor shall comply with DoD Directive 4500.36 and DoD Regulation 4500.36-R for the acquisition of new and replacement vehicles.
2.3.3	Audits and Inspections	The Contractor shall provide assistance and cooperation for all authorized transportation related inspections, internal reviews, and audits conducted by the Government. The Government and other external agencies perform approximately five audits and inspections per year.
2.3.4	Special Vehicle Maintenance and Repair Requirements	N/A
2.3.4.1	Established Priorities	N/A
2.3.4.2	Allowable Downtime Standards	N/A
2.3.4.3	Downtime Computation	N/A
2.3.4.4	Temporary Suspensions of Downtime Standards	N/A
2.3.4.5	Excessive Repairs	N/A

<b>1700000 – Base Support Vehicles and Equipment</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
2.3.5	Labor Requirements	N/A
2.3.6	Fleet Size	N/A
2.4	References and Technical Documents	References and Technical Documents are listed in J-1700000-02.

<b>1700000 – Base Support Vehicles and Equipment</b>				
<b>Spec Item</b>	<b>Title</b>	<b>Performance Objective</b>	<b>Related Information</b>	<b>Performance Standard</b>
3	FFP Work	All work will be ordered via IDIQ.		
3.1	Operations	N/A		
3.1.1	Billing Services	N/A		
3.1.2	Taxi Service	N/A		
3.1.3	Scheduled Shuttle and School Bus Service	N/A		
3.1.4	WHE/MHE/OHE/ CESE Services	N/A		
3.1.5	Railroad Operation	N/A		
3.1.6	Fuel Delivery Service and Fuel Program Requirements	N/A		
3.2	Support Services	N/A		
3.2.1	Operator Testing and Licensing	N/A		
3.2.2	Dispatching Service	N/A		
3.2.3	Fuel Dispensing Facility	N/A		
3.2.4	Vehicle Washing and Waxing	N/A		
3.2.5	Non-Government Owned Leased Vehicles	N/A		
3.2.5.1	GSA Leased Vehicles	N/A		
3.2.5.2	Other Commercial Leased Vehicles	N/A		
3.2.5.3	Received and/or Reassigned Vehicles and	N/A		

<b>1700000 – Base Support Vehicles and Equipment</b>				
<b>Spec Item</b>	<b>Title</b>	<b>Performance Objective</b>	<b>Related Information</b>	<b>Performance Standard</b>
	Equipment Services			
3.3	Maintenance	N/A		
3.3.1	Maintenance (Government -Owned)	N/A		
3.3.1.1	New and Reassigned Used Vehicle Service	N/A		
3.3.1.2	Inspection and Load Test Certification of WHE, MHE and OHE	N/A		
3.3.1.3	Preventive Maintenance Inspections	N/A		
3.3.1.4	BSVE Repair			
3.3.1.5	BSVE Trouble Calls	N/A		
3.3.2	Maintenance (Non-Government Owned)	N/A		

<b>1700000 – Base Support Vehicles and Equipment</b>				
<b>Spec Item</b>	<b>Title</b>	<b>Performance Objective</b>	<b>Related Information</b>	<b>Performance Standard</b>
4	IDIQ Work	IDIQ work may be ordered utilizing DoD EMALL in accordance with Section H or on a task order in accordance with the PROCEDURES FOR ISSUING ORDERS clause in Section G. The order will specify the exact locations and types of work to be accomplished. The period of performance will be specified in each order.	Refer to IDIQ ELINs for task listings, descriptions, and related requirements. All periods of performance are measured from issue date of order to acceptance of the work. Performance standards for IDIQ work will be the same as those in Spec Item 3 where applicable.	

SECTION F - ANNEX 0200000

0200000 – Management and Administration

## SECTION F: DELIVERIES OR PERFORMANCE

DELIVERABLES						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000/ 2.2.1.2	N/A	Request to Work Outside Government's Regular Working Hours	At least seven calendar days prior to requested day.	KO	1	As required
0200000/ 2.3.4	N/A	Permits and Licenses	Before work commences and as requested by the KO.	KO	1	As specified
0200000/ 2.3.5	N/A	Certificate of Insurance	Within 15 calendar days after award.	KO	1	As specified
0200000/ 2.6.7.1	N/A	Quality Management Plan	Within 15 calendar days after award and within seven calendar days of changes.	KO	1	As specified
0200000/ 2.6.7.2	N/A	QC Inspection File	Within five calendar days of completion/ termination of the contract.	KO	1	As specified
0200000/ 2.6.7.3	N/A	Contractor Quality Inspection and Surveillance Report	First work day of each month.	KO	1	Monthly
0200000/ 2.7.1	N/A	List of Key Personnel and Qualifications	Within 15 calendar days after award.	KO	1	As specified
0200000/ 2.7.1	N/A	Organizational Chart	Within 15 calendar days after award.	KO	1	As specified
0200000/ 2.7.2.4	N/A	Proof of Legal Residency	Prior to be admitted to site of work.	KO	1	As specified

DELIVERABLES						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000/ 2.7.3	N/A	Contractor Labor Hours (eCMRA) Report	No later than 31 October	KO	1	Annually for labor executed during the period of performance during each Government fiscal year (FY)
0200000/ 2.8.1	N/A	Employee List	Upon request.	KO	1	As required
0200000/ 2.8.7	N/A	Personnel Security Investigation (PSI), Fingerprint Card (FD87), and OF- 306 Declaration for Federal Employment	Prior to employee access to sensitive unclassified information.	KO/ Security Manager	1	As required
0200000/ 2.9.1	N/A	Accident Prevention Plan	Within 15 calendar days after award and within seven calendar days of changes.	KO	1	As specified
0200000/ 2.9.2	N/A	Activity Hazard Analysis	Together with the Accident Prevention Plan and for changes.	KO	1	As specified
0200000/ 2.9.3	N/A	Compliance Plans, Programs, and Procedures	Together with the Accident Prevention Plan and for changes.	KO	1	As specified
0200000/ 2.9.5	J-0200000-05	NAVFAC Contractor Incident Reporting System (CIRS)	Within five calendar days of accident.	KO	1	As required
0200000/ 2.9.7	N/A	Monthly On-Site Labor Report	First work day of each month.	KO	1	Monthly
0200000/ 2.9.8	N/A	OSHA Citations and Violations Corrective Action Report	Within 48 hours after receiving a citation.	KO	1	As required
0200000/ 2.9.10	N/A	Safety Certifications	Within 15 calendar days after award and as old certifications expire.	KO	1	As specified

DELIVERABLES						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000/ 2.10.2.5	J-0200000-09	Emergency Planning and Community Right- To-Know Act (EPCRA) Report	Within 15 calendar days after contract award and not less than 10 working days prior to planned use of hazardous material.	KO	2	As specified
0200000/ 2.10.2.5	J-0200000-09	Contractor Hazardous Material Inventory Log	Within 15 calendar days after the end of each calendar year and at termination of the contract.	KO	2	Annually
0200000/ 2.10.3	N/A	Sustainable Procurement and Practices Plan	Within 15 calendar days after award and within 15 calendar days after exercised option periods.	KO	1	Annually
0200000/ 2.10.3	N/A	Sustainable Delivery of Services Report	Within five calendar days after each contract period.	KO	1	Annually

SECTION F - ANNEX 1700000

1700000 – Base Support Vehicles and Equipment

## SECTION F: DELIVERIES OR PERFORMANCE

DELIVERABLES						
Annex/ Spec Item	Form Attachment Number	Report Title	Date (s) of Submission	Distribution		Frequency
				Original/ Copies	Number of Copies (including original)	
2.3.5.4	N/A	Temporary Suspension of Downtime Accumulation	Within two hours of notice to the Contractor that the material delays will cause the downtime standard to be missed.	KO	2	As required
J- 1700000- 03	N/A	Maintenance Schedule	Monthly	KO	2	By the 25 <sup>th</sup> day of the preceding month
J- 1700000- 03	N/A	Schedule for Testing and Certification	As required	KO	4	Annually and as required after repairs
J- 1700000- 03	N/A	Testing and Certification Qualifications	As required	KO	4	Prior to start of contract, annually and, prior to a new employee starting work.
J- 1700000- 03	N/A	Preventive Maintenance Schedule	Annually	KO	4	15 calendar days prior to the start of work and annually.

SECTION J - ANNEX 0200000

SECTION J DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS TABLE OF CONTENTS	
<u>ATTACHMENT NUMBER</u>	<u>ATTACHMENT TITLE</u>
J-0200000-01	DEFINITIONS AND ACRONYMS
J-0200000-02	WAGE DETERMINATIONS
J-0200000-03	DIRECTIVES, INSTRUCTIONS, AND REFERENCES
J-0200000-04	INVOICE FORM
J-0200000-05	FORMS
J-0200000-06	GOVERNMENT-FURNISHED PROPERTY, MATERIALS, AND SERVICES
J-0200000-07	EXHIBIT LINE ITEM NUMBERS
J-0200000-08	SPILL CONTROL PLAN
J-0200000-09	HAZARDOUS MATERIAL INVENTORY LOG
J-0200000-10	NAVFAC PARTNERING REQUIREMENTS

ATTACHMENT J-0200000-01 DEFINITIONS AND ACRONYMS	
Definition	Description
Assessment	A general term referring to either a survey or inspection of a facility to determine condition.
Asset	A general term used to refer to an item, such as a component, system, building or facility, which is managed by an automated data management program.
Business Management System (BMS)	A web-based tool that provides a systematic method for the management of business processes, common practices, and process quality improvements that produce and support the most efficient and effective delivery of NAVFAC's products and services.
Competent Person	A person who has the professional experience and training necessary to identify existing and predictable hazards at a work or service environment, and who has the authority to take prompt and corrective action to eliminate or remove dangers from the environment. One who can identify existing and predictable hazards in the working environment or working conditions that are dangerous to personnel and who has authorization to take prompt corrective measures to eliminate them.
Component Inventory Management Unit (CIMU)	An organization of like-kind real property into manageable maintenance units. CIMU is a building component, group of components or component assemblies, serving a specific purpose in a facility that can be expected to follow a common and predictable lifecycle behavior. This class of non-equipment will include items such as exterior walls, exterior windows, interior finish, and roofs. This class of equipment will include items such as fan coil units, air handling units, lighting, and water closets. CIMUs can include one or more items of installed equipment typically subject to routine scheduled maintenance.
Confined Work Space	A space that is large enough and so configured that a person may bodily enter a space (such as in tanks, vessels, silos, storage bins, hoppers, vaults, pits, and like spaces where there is limited means of entry) and is hindered or restricted from escaping during an emergency.
Contracting Officer (KO)	That individual with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
Contracting Officer's Representative (COR)	The individual appointed by the KO responsible for monitoring the Contractor's technical compliance and progress, relative to assigned contract(s)/orders(s), based on the contract requirements specified in the PWS and in accordance with the PAP. The COR performs a variety of contract administration duties that includes oversight of PA, documenting and rating Contractor performance, reviewing invoices, and acceptance of work. Assignment as a COR is a collateral duty typically performed by the FSCM or SPAR.
Contractor	That entity or its representative responsible for the delivery of the services or materials specified in this contract, as designated by contract award. The term Contractor as used herein refers to both the prime Contractor and any subcontractors. The prime Contractor shall insure that subcontractors comply with the provision of this contract.
Contractor Representative	That individual appointed by the Contractor, either orally or in writing, who has been assigned responsibility for executing the requirements of this contract.
Direct Material Costs	The actual vendor invoice charges for materials used for performance of work under this contract. Direct material costs shall include transportation charges when such charges are included on the invoice by the vendor, as well as any discounts allowed for prompt payment and discounts or rebates for core value or salvage value that accrue to the Contractor. When questions arise concerning the cost of materials, material costs will be based on the lowest of quotes provided by the Contractor from at least three different commercial vendors for the direct material cost. The Government retains the right to obtain additional quotes in questionable situations. The lowest price will be used.

ATTACHMENT J-0200000-01 DEFINITIONS AND ACRONYMS	
Definition	Description
Electronic Operation And Maintenance And Support Information (eOMSI)	A set of consultant-prepared data and document files that contain detailed, as-built technical information that describes the efficient, economical and safe operation, maintenance and repair of a facility, plant, equipment or system throughout its life cycle. Generally it is prepared during construction and submitted upon completion of a new facility or major facility upgrade. eOMSI's typically include asset information, staffing and budgeting information, supply support including critical spare parts, operating procedures, troubleshooting and diagnostic guides, extended warranty data, maintenance task frequencies and documentation, technical data, repair procedures and manufacturer's product data. eOMSI data and document files are provided in electronic formats.
Equipment	Tangible asset that is functionally complete for its intended purpose, durable, and non-expendable.
Facility	A building or structure designed and created to serve a particular function.
Fixed Burden Rate (FBR)	<p>The additional costs (expressed in percent of direct material cost) for ordering, handling, and stockpiling materials and repair parts. For example, if the offeror's Fixed Burden Rate for materials in the Base Period is 10% then:</p> $\$100,000.00 + (\$100,000.00 \times 10\%) = \$110,000.00$ <p>The Government will compensate the Contractor for the required parts and materials and not the total amount shown in Schedule of Indefinite Delivery Indefinite Quantity Work.</p>
Frequency Of Service	<p>Annual (A). Services performed once during each 12-month period of the contract at intervals of 335 to 395 days.</p> <p>Biennial (B). Services performed once during each 24-month period of the contract at intervals of 670 to 790 days.</p> <p>Daily (D5). Services performed once each calendar day, Monday through Friday, including holidays unless otherwise noted.</p> <p>Daily (D7). Services performed once each calendar day, seven days per week, including weekends and holidays.</p> <p>Monthly (M). Services performed 12 times during each 12-month period of the contract at intervals of 28 to 31 calendar days.</p> <p>Quarterly (Q). Services performed four times during each 12-month period of the contract at intervals of 80 to 100 calendar days.</p> <p>Semiannual (SA). Services performed twice during each 12-month period of the contract at intervals of 160 to 200 calendar days.</p> <p>Semimonthly (SM). Services performed 24 times during each 12-month period of the contract at intervals of 14 to 16 calendar days.</p> <p>Three times weekly (3W). Services performed three times a week, such as Monday, Wednesday, and Friday.</p> <p>Twice weekly (2W). Services performed twice a week, such as Monday and Thursday or Tuesday and Friday.</p> <p>Weekly (W). Services performed 52 times during each 12-month period of the contract at intervals of six to eight calendar days.</p>
Government Furnished Property (GFP)	Property in the possession of, or directly acquired by, the Government and subsequently furnished to the contractor for performance of a contract. Government furnished property includes, but is not limited to, spares and property furnished for repairs, maintenance, overhaul, or modification. Government furnished property also includes contractor acquired property if the contractor acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

ATTACHMENT J-0200000-01 DEFINITIONS AND ACRONYMS	
Definition	Description
Infrastructure Condition Assessment Program (ICAP)	A Navy automated data management program that utilizes historical asset lifecycle data and a structured assessment process to evaluate the condition facilities and their components.
Inspection	A rigorous, detailed assessment of the condition of a facility performed to generate a fundable scope and cost estimate for prioritization and funding of maintenance and repair.
Job or Work Order	An authorization for work that requires planning and estimating and has an individual line of accounting for financial and performance evaluation.
Load Handling Equipment	A term used to describe cranes, hoists and all other hoisting equipment (hoisting equipment means equipment, including crane, derricks, hoists and power operated equipment used WITH RIGGING to raise, lower and/or horizontally move a load.
Maintenance And Repair	The preservation or restoration of a piece of equipment, system, or facility to such condition that it may be effectively used for its designated purposes. Maintenance/repair may be adjustment, overhaul, reprocessing, or replacement of constituent parts or materials that are missing or have deteriorated by action of the elements or usage, or replacement of the entire unit or system if beyond economical repair.
NAVFAC MAXIMO	A specially configured software version of MAXIMO®, a commercially available computerized maintenance management system (CMMS), adopted by NAVFAC for enterprise facility asset data management. The terms "MAXIMO", "NAVFAC MAXIMO" or "Government's MAXIMO" shall be used interchangeably in the document.
Performance Assessment	A method used by the Government to provide some measure of control over the quality of purchased goods and services received.
Performance Assessment Representative (PAR)	The individual(s) assigned as a Technical Point of Contact (TPOC) / Subject Matter Expert (SME) to the COR to perform duties as the on-site representative who assesses Contractor performance. The PAR periodically observes Contractor performance, reviews delivered services, reviews quality management corrective actions, periodically assesses and documents Contractor performance on PAWs and the MPAS, and communicates findings as necessary with the Contractor, SPAR, and COR.
Pre-Expended Bin Materials And Supplies	The minor materials and supplies that are incidental to the job, for which the total direct cost of any one material line item shown on the material estimate is \$10.00 or less. Examples of pre-expended bin materials and supplies include, but are not limited to, solder, lead, flux, electrical connectors, electrical tape, fuses, nails, screws, bolts, nuts, washers, spacers, masking tape, sand paper, solvent, cleaners, lubricants, grease, oil, rags, mops, glue, epoxy, spackling compound, joint tape, plumbers tape and compound, clips, welding rods, and touch up paint.
Property Administrator	An authorized representative of the Contracting Officer who is responsible for administering contract property requirements, terms and conditions of the contract
Property Management Program	A Government program established for the purpose of reviewing and approving the Contractor's Property Management Plan and System through performance of a system analysis whenever government property is in the possession of the Contractor.
Quality Assurance (QA)	The planned and systematic activities implemented in a quality system so that quality requirements for a product or service will be fulfilled.
Quality Control (QC)	The observation techniques and activities used to fulfill requirements for quality.
R. S. Means	A data collection and organization system developed by R. S. Means Company which can be used to prepare accurate, dependable construction estimates and budgets in a variety of ways. The Contractor shall use the latest edition. Material prices are based on a national average and computed labor costs are based on a 30-city national average. An estimate prepared using this data is called a "Means estimate"; data may simply be referred to as "Means".

ATTACHMENT J-0200000-01 DEFINITIONS AND ACRONYMS	
Definition	Description
Real Property Inventory Equipment (RPIE)	A Government owned or leased individual pieces of equipment, apparatus, or fixture that are essential to the function of the real property (i.e. plumbing, electrical, heating, cooling and elevators). It is physically attached to, integrated into, and built in or on the property. Individual RPIE's can be combined to make a CIMU to facilitate facilities management. An individual RPIE can also be a CIMU if the equipment is complex enough to require its own management planning.
Response Time	The time allowed the Contractor after initial notification of a work requirement to be physically on the premises at the work site with appropriate personnel, tools, equipment, and materials, ready to perform the work required.
Unit Priced Labor (UPL) Hour	The unit price bid by the Contractor to perform one hour of work-in-place. With the exception of direct material and construction equipment costs, the unit price includes all indirect and direct costs associated with performing work. The price includes the Contractor's hourly composite trade wage, adjusted to allow for workforce productivity; costs for pre-expended bin materials, union agreements, crew sizes, hand tools, payroll burdens and fringes, overtime, job (field) overhead (including clerical support, supervision, inspection, fees, taxes, licenses, permits, and insurance), general and administrative (home office) overhead, and profit. Additionally, time for job preparation, safety standby personnel, and similar indirect labor elements are included.

ATTACHMENT J-0200000-01 DEFINITIONS AND ACRONYMS	
Acronym	Title
ACO	Administrative Contracting Officer
BW	Biweekly
CDR	Contract Discrepancy Report
CIA	Controlled Industrial Area
CIMU	Component Inventory Management Unit
CMMS	Computerized Maintenance Management System
COR	Contracting Officer Representative
COR	Condition of Readiness
DBH	Diameter at Breast Height
DCR	Direct Condition Rating
DoD	Department of Defense
DoN	Department of Navy
DRMO	Defense Reutilization Management Office
EPA	Environmental Protection Agency
EPCRA	Emergency Planning and Community Right-to-Know Act
FAR	Federal Acquisition Regulation
FFP	Firm Fixed Price
FIFRA	Federal Insecticide, Fungicide, and Rodenticide Act
FSC	Facility Support Contract
FSCM	Facility Support Contract Manager
GIS	Geospatial Information System
GFE	Government-furnished Equipment
GFF	Government-furnished Facilities
GFM	Government-furnished Materials
HCA	Head Contracting Agency
ICAP	Infrastructure Condition Assessment Program
ICP	Integrated Contingency Plan
IDIQ	Indefinite Delivery Indefinite Quantity
iNFADS	Internet Navy Facilities Asst Data Store
IPM	Integrated Pest Management
IPMIS	Integrated Pest Management Information System
IPMP	Integrated Pest Management Plan
KO	Contracting Officer
LAN	Local Area Network
M	Monthly
MAP	Maintenance Action Plan
MDI	Mission Dependency Index
MEP	Mechanical, Electrical and Plumbing
MPAS	Monthly Performance Assessment Summary
MRI	Mission Readiness Index
MSDS	Material Safety Data Sheets
NAVFAC	Naval Facilities Engineering Command
NMCI	Navy Marine Corps Intranet
NOSC	Navy-On-Scene Coordinator
PAP	Performance Assessment Plan
PAR	Performance Assessment Representative
PAW	Performance Assessment Worksheet
PEO	Program Executive Officer

ATTACHMENT J-0200000-01 DEFINITIONS AND ACRONYMS	
<b>Acronym</b>	<b>Title</b>
PM	Project Manager
PM	Planned Maintenance or Preventative Maintenance
PRCSP	Permit Required Confined Space Program
PWS	Performance Work Statement
PWO	Public Works Officer
Q	Quarterly
QC	Quality Control
RPIE	Real Property Inventory Equipment
RSL	Remaining Service Life
SC	Security Clearances
SM	Semimonthly
SPAR	Senior Performance Assessment Representative
TE	Technical Exhibit
VIQ	Variation in Quantity
WBS	Work Breakdown Structure

ATTACHMENT J-0200000-02  
WAGE DETERMINATIONS

Provided as separate attachment.

<u>ATTACHMENT J-0200000-03</u> <u>DIRECTIVES, INSTRUCTIONS, AND REFERENCES</u>	
<u>Reference</u>	<u>Title</u>
EM 385-1-1	U.S. Army Corps of Engineers Safety and Health Requirements
P.L. 91-596	Occupational Safety and Health Act

ATTACHMENT J-0200000-04  
INVOICE FORM

Invoices will be processed through Wide Area Workflow (WAWF) as described in DFARS clause 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012).

ATTACHMENT J-0200000-05  
FORMS

Initial Report     
  Follow-up Report     
  Final Report

**Contractor Significant Incident Report (CSIR)**

**1. General Information**

**Contracting Activity:**

**Accident Classification:**

Injury     
  Fatality     
  Environment     
  Procedural Issues

Lessons Learned

Illness     
  Property Damage

Other \_\_\_\_\_

**Involving:**

Confined Space     
  Equip/Mrt Ver/Mat Handling (Heavy Construction Equip.)

Hazardous Material

Crane and Rigging     
  Equip/Mrt Ver/Mat Handling (Material Handling)

Trenching/Excavation

Diving     
  Equip/Mrt Ver/Mat Handling (Man-Lift/Elevated Platform)

Waterfront/Marine Operations

Demolition/Renovation   
  Fall from Ladder     
  Fall from Scaffold

Other \_\_\_\_\_

Electrical     
  Fall from Roof     
  Fire

**2. Personal Information**

<b>Name (Last, First, MI):</b>	<b>Age:</b>	<b>Sex:</b>
<b>Job Title/Description:</b>	<b>Employed By:</b>	
<b>Supervisor Name (Last, First, MI) &amp; Title:</b>	<b>Was the person trained to perform this activity/task?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>What type of training was received (OJT, classroom, etc)?</b>	<b>Date of the most recent formal training and topics discussed?</b>	

3. Witness Information		
<b>Witness #1: Name (Last, First, MI):</b>		<b>Job Title/Description:</b>
<b>Employed By:</b>		<b>Supervisor Name (Last, First, MI):</b>
<b>Witness #2: Name (Last, First, MI):</b>		<b>Job Title/Description:</b>
<b>Employed By:</b>		<b>Supervisor Name (Last, First, MI):</b>
<p><b>Additional Witnesses:</b></p> <p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p><i>(List any additional witnesses on a separate sheet and attach.)</i></p>		
4. Contract Information		
<p><b>Type of Contract:</b></p> <p><input type="checkbox"/> A/E    <input type="checkbox"/> BOS    <input type="checkbox"/> CLEAN    <input type="checkbox"/> Construction    <input type="checkbox"/> Design Build</p> <p><input type="checkbox"/> FSCC    <input type="checkbox"/> FSSC</p> <p><input type="checkbox"/> JOC    <input type="checkbox"/> RAC    <input type="checkbox"/> Service</p> <p><input type="checkbox"/> Other _____</p>		
<b>Contract Number &amp; Title:</b>		<b>Industrial Group &amp; Industrial Type:</b>
<b>Prime Contractor Name/Address/Phone &amp; Fax No:</b>		<b>Sub Contractor Name/Address/Phone &amp; FAX No:</b>
<b>Safety Manager (Last, First, MI):</b>		<b>Safety Manager (Last, First, MI):</b>
<b>Insurance Carrier:</b>		<b>Insurance Carrier:</b>
5. Accident Description		
<b>Date of Accident:</b>	<b>Time of Accident:</b>	<b>Exact Location of Accident:</b>
<p><b>Describe the accident in detail in your words: <i>(Use the back of page if you need additional space)</i></b></p>		

<b>Direct Cause(s) of Accident:</b>	
<b>Indirect Cause(s) of Accident:</b>	
<b>Action(s) taken to prevent re-occurrence or provide on-going corrective actions:</b>	
<b>Corrective Action Beginning Date:</b>	<b>Anticipated Completion Date:</b>
<b>Personal Protective Equipment:</b>	
<input type="checkbox"/> Available and used <input type="checkbox"/> Available and not used	
<input type="checkbox"/> Not Required	
<input type="checkbox"/> Not related to Mishap <input type="checkbox"/> Wrong PPE for job	
<b>List PPE Used:</b>	

<p><b>Type of Construction Equipment (Make, Model, Serial #, VIN#) Involved:</b></p>
<p><b>Was Hazardous Material Spilled/Released?</b></p> <p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p><i>Please List Hazardous Material(s) Involved:</i></p>
<p><b>Who provided first aid or cleanup of mishap site?</b></p>
<p><b>Any blood-borne pathogen exposure, other than EMTs?</b></p> <p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p><i>Who?</i></p>
<p><b>List OSHA and EM-385-1-1 standards that were violated:</b></p>
<p><b>Was site secured and witness statements taken immediately?</b></p> <p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p><i>By Whom?</i></p>
<p><b>6. Injury Illness/Fatality Information</b></p>
<p><b>Severity of Injury/Illness:</b></p> <p><input type="checkbox"/> Fatality</p> <p><input type="checkbox"/> Lost Workday Case Involving Days Away From Work</p> <p><input type="checkbox"/> Temporary Disability</p> <p><input type="checkbox"/> Recordable Workday Case Involving Restricted Duty</p>

<input type="checkbox"/> Permanent Total Disability <input type="checkbox"/> Other Recordable Case <input type="checkbox"/> Recordable First Aid Case <input type="checkbox"/> Permanent Partial Disability <input type="checkbox"/> Non-Recordable Case <input type="checkbox"/> No Injury		
<b>Estimated Days Lost:</b>	<b>Estimated Days Hospitalized:</b>	<b>Estimated Days Restricted Duty:</b>
<b>List Primary Body Part Affected:</b>	<b>List Other Body Part(s) Affected:</b>	
<b>Nature of Injury/Illness for Primary Body Part (Examples: Amputation, Burn, Hernia):</b>		
<b>Type of Accident (Examples: Fall same level, Lifting, Bitten, Exerted):</b>		
<b>Source of Accident (Examples: Crane, Carbon Monoxide, Ladder, Welding Equipment):</b>		
<b>7. Causal Factors (Explain answers on supplementary sheet)</b>		
... <b>Design – Design of facility, workplace, or equipment was a factor?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
... <b>Inspection/Maintenance – Inspection &amp; Maintenance procedures were a factor?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
... <b>Persons Physical Condition – In your opinion, the physical condition of the person was a factor?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
... <b>Operation Procedures – Operating procedures were a factor?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
... <b>Job Practices – One or more job safety/health practices not being followed when the accident occurred contributed to the accident?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
... <b>Human Factors – One or more human factors, such as a person’s size or strength contributed to the accident?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
... <b>Environmental Factors – Heat, cold, dust, sun, glare, etc., contributed to the accident?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
... <b>Chemical and Physical Agent Factors – Exposure to chemical agents, such as dust, fumes, mist, vapors, or physical agents such as noise, radiation, etc., contributed to the accident?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	

... <b>Office Factors – Office setting such as lifting office furniture, carrying, stooping, contributed to the accident?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
... <b>Support Factors – Inappropriate tools/resources were provided to perform the task?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
... <b>PPE – Improper selection, use or maintenance of PPE contributed to the accident?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
... <b>Drugs/Alcohol – In your opinion, were drugs or alcohol a factor?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
... <b>Job Hazard Analysis – The lack of an adequate (IAW-EM-385-1-1 Sec 01.A) activity hazard analysis was a contributing factor.</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
... <b>Job Hazard Analysis – JHA was not site specific and/or did not address the type of work/operations performed when the mishap occurred.</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
... <b>Management – A lack of adequate supervision contributed to the accident.</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
... <b>Management – Inadequate information was provided at pre con meeting.</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

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

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

Mark the report:

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

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

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

**SECTION 1 – GENERAL INFORMATION**

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

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

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

**SECTION 2 - PERSONAL INFORMATION**

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

**AGE** - Enter age.

**SEX** - Enter M for Male and F for Female.

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

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

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

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

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

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

**SECTION 3 - WITNESS INFORMATION**

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

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

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

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

**SUPERVISORS NAME** - Enter name of immediate supervisor of the witness.

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

**SECTION 4 - CONTRACTOR INFORMATION**

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

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

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

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

what the Industrial Group should be.)

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

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

a. Buildings:

- (1) Communications Ctr.
- (2) Dormitory/Hotel
- (3) High-rise Office
- (4) Hospital
- (5) Housing
- (6) Laboratory
- (7) Low-rise Office
- (8) Maintenance Facility
- (9) Parking Garage
- (10) Physical Fitness Ctr.
- (11) Restaurant/Nightclub
- (12) School
- (13) Warehouse

b. Heavy Industrial:

- (1) Chemical Mfg.
- (2) Electrical (Generating)
- (3) Environmental
- (4) Metals Refining/Processing
- (5) Mining
- (6) Natural Gas Processing
- (7) Oil Exploration/Production
- (8) Oil Refining
- (9) Pulp and Paper

c. Infrastructure:

- (1) Airport
- (2) Electrical Distribution
- (3) Flood Control
- (4) Highway
- (5) Marine Facilities
- (6) Navigation
- (7) Rail
- (8) Tunneling
- (9) Water/Wastewater

d. Light Industrial:

- (1) Automotive Assembly/Mfg.
- (2) Consumer Products Mfg.
- (3) Foods
- (4) Microelectronics Mfg.
- (5) Office Products Mfg.
- (6) Pharmaceuticals Mfg.

**CONTRACTOR'S NAME/ADDRESS/PHONE NUMBER**

(1) PRIME - Enter the exact name (title of firm), address, phone and fax numbers of the prime contractor.

(2) SUBCONTRACTOR - Enter the exact name, address, phone and fax numbers of any subcontractor involved in the accident.

**SAFETY MANAGER'S NAME**

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

(2) SUBCONTRACTOR - Enter the name of the subcontractors safety manager.

**INSURANCE CARRIER**

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

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

**SECTION 5 - ACCIDENT DESCRIPTION**

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

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

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

**DESCRIBE THE ACCIDENT IN DETAIL.** Fully describe the accident in the space provided. If property damage involved, give estimated dollar amount of damage and/or repair costs involved. If additional space is needed continue on a separate sheet and attach to this report. Give the sequence of events that describe what happened leading up to and including the accident. Fully identify personnel and equipment involved and their role(s) in the accident. Ensure that relationships between personnel and equipment are clearly specified. Ensure questions below regarding direct cause(s), indirect cause(s), and actions taken are answered. **NOTE!** Review questions in Section 7 below before completing.

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

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

Examples for Direct and Indirect Cause:

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

*Direct cause:* Failure to provide fall protection at elevation

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

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

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

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

**ACTION(S) TAKEN TO PREVENT RE-OCCURRENCE OR PROVIDE ON-GOING**

**CORRECTIVE ACTIONS.** Fully describe all the actions taken, anticipated, and recommended to eliminate the cause(s) and prevent reoccurrence of similar accidents/illnesses. Continue on back or additional sheets of paper if necessary to fully explain and attach to the complete report form.

**CORRECTIVE ACTION DATES -**

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

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

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

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

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

**OGEN EXPOSURE, OTHER THAN EMT?** - Mark appropriate block and list name(s) of individual(s) and employer, if known.

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

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

**SECTION 6 - INJURY/ILLNESS/FATALITY INFORMATION**

**SERVERITY OF INJURY/ILLNESS** – Mark appropriate box.

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

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

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

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

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

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

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

**TYPE OF INJURY/ILLNESS**

STRUCK BY/AGAINST	CONTACTED CONTACTED WITH (INJURED PERSON MOVING) CONTACTED BY (OBJECT WAS MOVING)
FELL, SLIPPED, TRIPPED SAME LEVEL/DIFFERENT LEVEL/NO	EXERTED LIFTED, STRAINED BY (SINGLE ACTION)

FALL	STRESSED BY (REPEATED ACTION)
CAUGHT ON/IN/BETWEEN	EXPOSED  INHALED/INGESTED/ABSORBED/EXPOSED TO
PUNCTURED, LACERATED PUNCTURED BY/CUT BY/STUNG BY/BITTEN BY	TRAVELING IN

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

**SOURCE OF INJURY/ILLNESS**

BUILDING OR WORKING AREA WALKING/WORKING AREA STAIRS/STEPS LADDER FURNITURE BOILER/PRESSURE VESSEL EQUIPMENT LAYOUT WINDOWS/DOORS ELECTRICITY	DUST, VAPOR, ETC. DUST (SILICA, COAT, ETC.) FIBERS ASBESTOS GASES CARBON MONOXIDE MIST, STEAM, VAPOR, FUME WELDING FUMES PARTICLES (UNIDENTIFIED)
ENVIRONMENT CONDITION TEMPERATURE EXTREME (INDOOR) WEATHER (ICE, RAIN, HEAT, ETC.) <b>FIRE, FLAME, SMOTE (NOT TABACCO)</b> NOISE RADIATION LIGHT VENTILATION TOBACCO SMOKE STRESS (EMOTIONAL) CONFINED SPACE	CHEMICAL, PLASTIC, ETC. DRY CHEMICAL - CORROSIVE DRY CHEMICAL - TOXIC DRY CHEMICAL - EXPLOSIVE DRY CHEMICAL - FLAMMABLE LIQUID CHEMICAL - CORROSIVE LIQUID CHEMICAL - TOXIC LIQUID CHEMICAL - EXPLOSIVE LIQUID CHEMICAL - FLAMMABLE PLASTIC WATER MEDICINE
MACHINE OR TOOL HAND TOOL (POWERED: SAW, GRINDER, ETC.) HAND TOOL (NON POWERED) MECHANICAL POWER TRANSMISSION APPARATUS GUARD, SHIELD (FIXED, MOVEABLE, INTERLOCK) VIDEO DISPLAY TERMINAL PUMP, COMPRESSOR, AIR PRESSURE TOOL HEATING EQUIPMENT	INANIMATE OBJECT BOX, BARREL, ETC. PAPER METAL ITEM, MINERAL NEEDLE GLASS SCRAP, TRASH, WOOD FOOD CLOTHING, APPAREL, SHOES

<p>WELDING EQUIPMENT</p> <p>MACHINE OR TOOL          HAND TOOL (POWERED: SAW, GRINDER, ETC.)          HAND TOOL (NON POWERED)          MECHANICAL POWER TRANSMISSION APPARATUS          GUARD, SHIELD (FIXED, MOVEABLE, INTERLOCK)          VIDEO DISPLAY TERMINAL          PUMP, COMPRESSOR, AIR PRESSURE TOOL          HEATING EQUIPMENT          WELDING EQUIPMENT</p>	<p>INANIMATE OBJECT          BOX, BARREL, ETC.          PAPER          METAL ITEM, MINERAL          NEEDLE          GLASS          SCRAP, TRASH, WOOD          FOOD          CLOTHING, APPAREL, SHOES</p>
<p>VEHICLE          AS DRIVER OF PRIVATELY OWNED, RENTAL VEH.          AS PASSENGER OF PRIVATELY OWNED, RENTAL VEH.          DRIVER OF GOVERNMENT VEHICLE          PASSENGER OF GOVERNMENT VEHICLE          COMMON CARRIER (AIRLINE, BUS, ETC.)          AIRCRAFT (NOT COMMERCIAL)          BOAT, SHIP, BARGE</p>	<p>ANIMATE OBJECT          DOG          OTHER ANIMAL          PLANT          INSECT          HUMAN (VIOLENCE)          HUMAN (COMMUNICABLE DISEASE)          BACTERIA, VIRUS (NOT HUMAN CONTACT)</p>
<p>MATERIAL HANDLING EQUIPMENT          EARTHMOVER (TRACTOR, BACKHOE, ETC.)          CONVEYOR (FOR MATERIAL AND EQUIPMENT)          ELEVATOR, ESCALATOR, PERSONNEL HOIST          HOIST, SLING CHAIN, JACK          CRANE          FORKLIFT          HANDTRUCK, DOLLY</p>	<p>PERSONAL PROTECTIVE EQUIPMENT          PROTECTIVE CLOTHING, SHOES, GLASSES, GOGGLES          RESPIRATOR, MASK          DIVING EQUIPMENT          SAFETY BELT, HARNESS          PARACHUTE</p>

**SECTION 7 - CAUSAL FACTORS**

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

- (1) **DESIGN** - Did inadequacies associated with the building or work site play a role? Would an improved design or layout of the equipment or facilities reduce the likelihood of similar accidents? Were the tools or other equipment designed and intended for the task at hand?
- (2) **INSPECTION/MAINTENANCE** - Did inadequately or improperly maintained equipment, tools, workplace, etc., create or worsen any hazards that contributed to the accident? Would better equipment, facility, work site or work activity inspections have helped avoid the accident?
- (3) **PERSONS PHYSICAL CONDITION** - Do you feel that the accident would probably not have occurred if the employee was in "good" physical condition? If the person involved in the accident had been in better physical condition, would the accident have been less severe or avoided altogether? Was overexertion a factor?
- (4) **OPERATION PROCEDURES** - Did lack of or inadequacy within established operating procedures contribute to the accident? Did any aspect of the procedures introduce any hazard to, or increase the risk associated with the work process? Would establishment or improvement of operating procedures reduce the likelihood of similar accidents?
- (5) **JOB PRACTICES** - Were any of the provision of the Safety and Health Requirements Manual (EM 385-1-1) violated? Was the task being accomplished in a manner which was not in compliance with an

established job hazard analysis or activity hazard analysis? Did any established job practice (including EM 385-1-1) fail to adequately address the task or work process? Would better job practices improve the safety of the task?

(6) **HUMAN FACTORS** - Was the person under undue stress (either internal or external to the job)? Did the task tend toward overloading the capabilities of the person: i.e., did the job require tracking and reacting to many external inputs such as displays, alarms, or signals? Did the arrangement of the workplace tend to interfere with efficient task performance? Did the task require reach strengths, endurance, agility, etc., at or beyond the capabilities of the employee? Was the work environment ill-adapted to the person? Did the person need more training, experience, or practice in doing the task? Was the person inadequately rested to perform safely?

(7) **ENVIRONMENTAL FACTORS** - Did any factors such as moisture, humidity, rain, snow, sleet, hail, ice, fog, cold, heat, sun temperature changes, wind, tides, floods, currents, terrain; dust, mud, glare, pressure changes, lighting, etc., play a part in the accident?

(8) **CHEMICAL AND PHYSICAL AGENT FACTORS** - Did exposure to chemical agents (either single shift exposure or long-term exposure such as dusts, fibers, (asbestos, etc.), silica, gases (carbon, monoxide, chlorine, etc.), mists, steam, vapors, fumes, smoke, other particulates, liquid or dry chemicals that are corrosive, toxic, explosive or flammable, by-products of combustion or physical agents such as noise, ionizing radiation, non-ionizing radiation (UV radiation created during welding, etc.) contribute to the accident/incident?

(9) **OFFICE FACTORS** - Did the fact that the accident occurred in an office setting or to an office worker have a bearing on its cause? For example, office workers tend to have less experience and training in performing tasks such as lifting office furniture. Did physical hazards within the office environment contribute to the hazard?

(10) **SUPPORT FACTORS** - Was the person using an improper tool for the job? Was inadequate time available or utilized to safely accomplish the task? Were less than adequate personnel resources (in terms of employee skills, number of workers, and adequate supervision) available to get the job done properly? Was funding available, utilized and adequate to provide proper tools, equipment, personnel, site preparation, etc.

(11) **PERSONAL PROTECTIVE EQUIPMENT** - Did the person fail to use appropriate personal protective equipment (gloves, eye protection, hard-toed shoes, respirator, etc) for the task or environment? Did protective equipment provided or worn fail to provide adequate protection from the hazard(s)? Did lack of or inadequate maintenance of protective gear contribute to the accident?

(12) **DRUGS/ALCOHOL** - Is there any reason to believe the person's mental or physical capabilities, judgment, etc., were impaired or altered by the use of drugs or alcohol? Consider the effects of prescription medicine and over the counter medications as well as illicit drug use. Consider the effect of drug or alcohol induced "hangovers".

(13) **JOB/ACTIVITY HAZARD ANALYSIS** - Was a written Job/Activity Analysis completed for the task being performed at the time of the accident? If one was made, did it address the hazard adequately or does it need to be updated? If none made, will one be made? These may also need to be addressed in the Corrective Actions Taken section. Mark the appropriate box. If one was made, attach a copy of the analysis to the report.

(14) **MANAGEMENT** - Did the lack of supervisor or management support play a part in the mishap? Mark the appropriate box.

#### **SECTION - 8 OSHA INFORMATION - Complete this section if applicable**

#### **SECTION 9 - REPORT PREPARER**

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



ATTACHMENT J-0200000-05  
FORMS

ATTACHMENT "A"			
CONTRACTOR CRANE OPERATING CHECKLIST FOR CRITICAL LIFTS		YES	NO
1	Does the operator know the weight of the load to be lifted?		
2	Is the load to be lifted within the crane manufacturer's rated capacity in its present configuration?		
3	Is the crane level and on firm ground?		
4	Are outriggers required?		
5	If so, are outriggers fully extended and down, and the load off the wheels?		
6	If blocking is required, is <b>the entire surface</b> of the outrigger pad supported, and is the blocking material of sufficient strength to safely support the loaded outrigger pad?		
7	If outriggers are not used, is the crane rated for on-rubber lifts by the manufacturer's load chart?		
8	Is the swing radius of the crane counterweight clear of people and obstructions and accessible areas within the swing area barricaded to prevent injury, damage and unplanned encroachment?		
9	Has the hook been centered over the load in such a manner to prevent swing (deflection, side loading, load-moment)?		
10	Is the load well secured and balanced in the sling or lifting device before it is lifted (free and clear) more than a few inches?		
11	Is the lift swing path clear of obstructions?		
12	If rotation of the load being lifted is hazardous, is tag line or restraint line being used?		
13	Are personnel prevented from standing or passing under a suspended load?		
14	Are personnel prevented from entering the load fall zone?		
15	Is the crane operator's attention diverted?		
16	Are proper signals being used at all times?		
17	If radio communications are used is the frequency isolated to the crane team?		
18	Do the operations ensure that side and tip loading is prohibited?		
19	Are start and stop motions in a smooth fluid motion (no sudden acceleration or deceleration)?		
20	If operating near electric power lines, are the rules and guidelines understood and adhered to as specified in NAVFAC P-307?		
21	Is the lift a critical lift?		
22	If so, are critical lift regulations understood, check-off sheets initialed and signed off, and was there an interactive brief conducted with associated personnel?		
23	Is Attachment "A" current, filled out completely, and posted in the crane?		
Contractor Name (Print Legibly):			
Contractor Name (Signature):			
Location:			Date:

ATTACHMENT J-0200000-05

FORMS

<b>CRANE AND RIGGING GEAR ACCIDENT REPORT</b>				
<b>Accident Category:</b> <input type="checkbox"/> Crane Accident <input type="checkbox"/> Rigging Gear Accident				
<b>From:</b>		<b>To:</b> Navy Crane Center Bldg. 491 NNSY Portsmouth, VA 23709 Fax: 757-967-3808		
<b>UIC:</b>		<b>Report No:</b>		
<b>Activity:</b>				<b>Report No:</b>
<b>Crane No:</b>	<b>Category:</b>	<b>Accident Date:</b>	<b>Time: hrs:</b>	
<b>Category of Service:</b> <input type="checkbox"/> SPS <input type="checkbox"/> GPS	<b>Crane Type:</b>	<b>Crane Manufacturer:</b>		
<b>Was Crane/Rigging Gear Being Used in SPS:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		<b>Was Crane/Rigging Gear Being Used in a Complex Lift/Critical Non-Crane Rigging Operation:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>Location:</b>		<b>Weather:</b>		
<b>Crane Capacity:</b>		<b>Hook Capacity:</b>		<b>Weight of Load on hook:</b>
<b>Fatality or Permanent Disability?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		<b>Material/Property Cost Estimate:</b>		
<b>Reported to NAVSAFECEN?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No				
<b>Accident Type:</b>				
<input type="checkbox"/> Personal Injury	<input type="checkbox"/> Overload	<input type="checkbox"/> Derail	<input type="checkbox"/> Damaged Rigging Gear	
<input type="checkbox"/> Load Collision	<input type="checkbox"/> Two Blocked	<input type="checkbox"/> Dropped Load	<input type="checkbox"/> Damaged Crane	
<input type="checkbox"/> Crane Collision	<input type="checkbox"/> Damaged Load	<input type="checkbox"/> Other: Specify _____		
<b>Cause of Accident:</b>				
<input type="checkbox"/> Improper Operation	<input type="checkbox"/> Equipment Failure	<input type="checkbox"/> Inadequate Visibility		
<input type="checkbox"/> Improper Rigging	<input type="checkbox"/> Switch Alignment	<input type="checkbox"/> inadequate Communication		
<input type="checkbox"/> Track Condition	<input type="checkbox"/> Procedural Failure	<input type="checkbox"/> Other: Specify _____		
<b>Chargeable to:</b>				
<input type="checkbox"/> Crane Walker	<input type="checkbox"/> Rigger	<input type="checkbox"/> Operator		
<input type="checkbox"/> Maintenance	<input type="checkbox"/> Management/Supervision	<input type="checkbox"/> Other: Specify _____		
<b>Crane Function:</b>				
<input type="checkbox"/> Travel	<input type="checkbox"/> Hoist	<input type="checkbox"/> Rotate	<input type="checkbox"/> Luffing	<input type="checkbox"/> Telescoping
<input type="checkbox"/> Other <input type="checkbox"/> N/A				
<b>Is this accident indicative of a recurring problem?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No				
<b>If yes, list Accident Report Nos.:</b> _____				
<b>ATTACH COMPLETE AND CONCISE SITUATION DESCRIPTION AND CORRECTIVE/PREVENTIVE ACTIONS TAKEN AS ENCLOSURE (1). Include probable cause and contributing factors. Assess damages and define responsibility. For equipment malfunction or failure, include specific description of the component and the resulting effect or problem caused by the malfunction or failure. List immediate and long term corrective/preventive actions assigned and respective codes.</b>				
<b>Preparer:</b>	<b>Phone:</b>	<b>E-mail:</b>	<b>Code:</b>	<b>Date:</b>
<b>Concurrences: (Include Code, Signature and Date)</b>				
		<b>Code:</b>	<b>Date:</b>	
		<b>Code:</b>	<b>Date:</b>	

<b>Certifying Official (Crane Accident Only):</b>	<b>Code:</b>	<b>Date:</b>
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ATTACHMENT J-0200000-05

## FORMS

## CRANE AND RIGGING GEAR ACCIDENT REPORT INSTRUCTIONS

This form is designed for fax transmission without a cover page or by e-mail and, with enclosures and signatures, shall be the official document. Electronic submission will be accepted without signatures but the names of the preparer, concurring personnel, and certifying official (for crane accidents only) shall be filled in. The e-mail address is m\_nfsh\_ncc\_accident@navy.mil. The fax number is (757) 967-3808.

1. Accident Category: Indicate either crane accident or rigging gear accident.
2. From: The naval activity that is responsible for reporting the accident and UIC number.
3. Activity: The naval activity where the accident took place.
4. Report No.: The activity assigned accident number (e.g., 95-001).
5. Crane No.: The activity assigned crane number (e.g., PC-5), if applicable.
6. Category: Identify category of crane (i.e., 1, 2, 3, or 4), if applicable.
7. Accident Date: The date the accident occurred.
8. Time: The time (24 hour clock) the accident occurred (e.g., 1300).
9. Category of Service: Check the applicable service (SPS as defined by NAVSEA 0989-030-7000).
10. Crane Type: The type of crane involved in the accident (e.g., mobile, bridge), if applicable.
11. Crane Manufacturer: The manufacturer of the crane (e.g., Dravo, Grove, P&H), if applicable.
12. SPS: Was the crane or rigging gear being used in an SPS lift?
13. Complex lift: Was the crane or rigging gear being used in a complex lift?
14. Location: The detailed location where the accident took place (e.g., building 213, dry dock 5).
15. Weather: The weather conditions at time of accident (e.g., wind, rain, cold).
16. Crane Capacity: The certified capacity of the crane (e.g., 120,000 pounds), if applicable.
17. Hook Capacity: The capacity of the hook involved in the accident at the max radius of the operation, if applicable.
18. Weight of Load on Hook: If applicable, the weight of the load on the hook.
19. Fatality or Permanent Disability?: Check yes or no.
20. Material/Property Cost Estimate: Estimate total cost of damage resulting from the accident.
21. Reported to NAVSAFECEN?: Self-explanatory.
  22. Accident Type: Check all that apply.
23. Cause of Accident: Check all that apply.
24. Chargeable to: Check all that apply.
25. Crane Function: Check all functions in operation at time of accident. Check N/A if a rigging gear accident.
26. Is this a recurring problem?: Check yes or no. Identify any other similar accidents.
27. Situation Description/Corrective Actions: Self-explanatory.
28. Preparer: Self-explanatory.
29. Concurrences: Self-explanatory.
30. Certifying Official (Crane Accidents Only): Self-explanatory.
31. Brief Description: No more than one paragraph summarizing the resultant incident.
32. Background and Detailed Description: Provide the relevant background in a descriptive timeline of preconditions leading up to the event, as well as a detailed description of the event.
33. Corrective Actions: List all short term and long term corrective actions that are taken to prevent recurrence of the incident. Short Term Corrective Actions are those actions taken that will allow return to work in short time frame. Long Term actions are more 'programmatic' in nature and typically include: process revision, changes in training, 'mistake proofing', etc.

ATTACHMENT J-0200000-05

FORMS

**CRANE AND RIGGING GEAR NEAR MISS REPORT**

<b>Near Miss Category:</b> <input type="checkbox"/> Crane Near Miss <input type="checkbox"/> Rigging Gear Near Miss			
<b>From:</b>		<b>To:</b> Navy Crane Center Bldg 491 NNSY Portsmouth, VA 23709 Fax (757) 967-3808 nfsh_ncc_accident@navy.mil	
<b>UIC:</b>			<b>Report No:</b>
<b>Activity:</b>			
<b>Crane/Equipment No:</b>	<b>Category:</b>	<b>Near Miss Date:</b>	<b>Time:</b> hrs
<b>Category of Service:</b> <input type="checkbox"/> SPS <input type="checkbox"/> GPS	<b>Crane /Equipment Type:</b>	<b>Crane/Equipment Manufacturer:</b>	
<b>Location:</b>		<b>Weather:</b>	
<b>Crane/Equipment Capacity:</b>	<b>Hook Capacity:</b>	<b>Weight of Load on Hook:</b>	

Is this near miss indicative of a recurring problem?  Yes  No

If yes, list report numbers: \_\_\_\_\_

**In the space below, include a brief description of the event and corrective actions taken to prevent recurrence:**

<b>Preparer:</b>	<b>Phone and email</b>	<b>Code</b>	<b>Date</b>
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ATTACHMENT J-0200000-05  
FORMS

CRANE AND RIGGING GEAR NEAR MISS INSTRUCTIONS

This form is designed for fax transmission without a cover page or by e-mail and, with enclosures and signatures, shall be the official document. Electronic submission will be accepted without signatures but the names of the preparer, concurring personnel, and certifying official (for crane accidents only) shall be filled in. The e-mail address is [nfsh\\_ncc\\_accident@navy.mil](mailto:nfsh_ncc_accident@navy.mil). The fax number is (757) 967-3808.

1. Near Miss Category: Indicate either crane or rigging gear near miss.
2. From: The naval activity that is responsible for reporting the near miss and UIC number.
3. Activity: The naval activity where the near miss took place.
4. Report No.: The activity assigned near miss number (e.g., 95-001).
5. Crane No.: The activity assigned crane number (e.g., PC-5), if applicable.
6. Category: Identify category of crane (i.e., 1, 2, 3, or 4), if applicable.
7. Near Miss Date: The date the near miss occurred.
8. Time: The time (24 hour clock) the near miss occurred (e.g., 1300).
9. Category of Service: Check the applicable service (SPS as defined by NAVSEA 0989-030-7000).
10. Crane Type: The type of crane involved in the near miss (e.g., mobile, bridge), if applicable.
11. Crane Manufacturer: The manufacturer of the crane (e.g., Dravo, Grove, P&H), if applicable.
12. Location: The detailed location where the near miss took place (e.g., building 213, dry dock 5).
13. Weather: The weather conditions at time of the near miss (e.g., wind, rain, cold).
14. Crane Capacity: The certified capacity of the crane (e.g., 120,000 pounds), if applicable.
15. Hook Capacity: The capacity of the hook involved in the near miss at the maximum radius of the operation, if applicable.
16. Weight of Load on Hook: If applicable, the weight of the load on the hook.
17. Is this a recurring problem?: Check yes or no. Identify any other similar near misses or accidents.
18. Situation Description/Corrective Actions: Self-explanatory.
19. Preparer: Self-explanatory.

ATTACHMENT J-0200000-06  
GOVERNMENT-FURNISHED PROPERTY, MATERIALS, AND SERVICES

**GOVERNMENT FURNISHED FACILITIES**

The Government will not provide office space, operational facilities, or lay down areas to the Contractor. The Contractor shall secure and maintain the necessary office space and other facilities required for the performance of this contract at his/her expense.

**GOVERNMENT FURNISHED UTILITIES**

The Government will furnish the following utility services at existing outlets, for use in those facilities provided by the Government and as may reasonably be required for the work to be performed under the contract: electricity and fresh water. Information concerning the location of the existing outlets may be obtained from the Government Representative. The Contractor shall provide and maintain at his/ her expense, the necessary service lines from the Government existing outlets to the site of work. The Contractor shall make arrangements to obtain other utilities at his expense. The Contractor shall instruct Contractor employees in utility conservation practices. The Contractor shall operate under conditions that preclude the waste of utilities. If the Contractor is found to be wasting utilities, a fine commensurate with the amount wasted could be imposed against his/her monthly invoice.

SECTION J - ANNEX 1700000

SECTION J DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS TABLE OF CONTENTS	
<u>ATTACHMENT NUMBER</u>	<u>ATTACHMENT TITLE</u>
J-1700000-01	Definitions and Acronyms
J-1700000-02	References and Technical Documents
J-1700000-03	IDIQ Performance Work Statement

ATTACHMENT J-1700000-01  
DEFINITIONS AND ACRONYMS

DEFINITION	DESCRIPTION
Alpha Code	The letter assigned to specify BSVE by type or class.
Automotive Vehicles	Includes trailers and all self-propelled motor vehicles designed for highway or cross-country operations. Specifically included are buses, sedans, trucks, carryalls, station wagons, ambulances, refuelers, defuelers, truck trailers, brush, structural, aircraft firefighting, and rescue operation trucks.
Civil Engineering Support Equipment (CESE)	A budget term used by the Government that refers to equipment under the responsibility of the Naval Facilities Engineering Command. CESE includes automotive vehicles, construction, and railway equipment.
Construction Equipment	All mechanical equipment used in the construction, alteration, or repair of buildings, bridges, roads, or other kinds of real property. It includes pile drivers, power shovels, and cranes with special attachments, road rollers, tractors, scrapers, plows, and street sweepers.
Dispatch Hour (DH) Unit Price	The unit price offered by the Contractor to provide one hour of BSVE operation services. The unit price includes all direct and indirect costs associated with providing one qualified, properly licensed BSVE operator for 60 minutes. Dispatch time begins at the actual departure time of the BSVE from the dispatch area (to pick up load and passengers), and ends with the return of BSVE to the dispatch area. The unit price shall include the Contractor's hourly operator wage, costs for any projected overtime, subsistence (meals and lodging), and other operator-related costs; all costs for BSVE preparation, cleanup, and turn in; profit, field and home office overhead, clerical support, supervision, inspection, fees, taxes, licenses, permits, and insurance. In short, all costs associated with providing an hour of BSVE operation services.
Downtime	The period of time during Government regular working hours that a unit of BSVE is removed from service for maintenance.
Field Service	Maintenance/repair service for BSVE that, because of its design or immobility, cannot economically be delivered to the maintenance facility.
Flat Rate Hour (FRH) Unit Price	The unit price offered by the Contractor to provide one flat rate hour of work-in-place. This unit price includes the Contractor's hourly mechanic wage adjusted to allow for the Offeror's workforce productivity, and all costs for profit, tools, equipment, field and home office overhead, clerical support, supervision, inspection, fees, taxes, licenses, permits, and insurance. In short, all costs associated with providing a specific flat rate hour of effort.
Installation/Repair of Specialized Equipment	Alteration of BSVE (as delivered to the activity) to fulfill a special requirement, and any maintenance/repair required to keep such equipment operational. Examples include, but are not limited to, installation and repair of light bars for security vehicles, installation and repair of bins inside an emergency/service vehicle, fabrication, and permanent installation of special materials to support a load.
Material Handling Equipment (MHE)	Self-propelled and conveyor equipment used in storage and materials handling operations in and around warehouses, shipyards, industrial plants, airfields, magazines, depots, docks, terminals, and on-board ships. Included are warehouse tractors, forklift trucks, rough terrain forklift trucks, platform trucks, pallet trucks, conveyors and conveyor systems, and straddle carrying trucks.

ATTACHMENT J-1700000-01  
DEFINITIONS AND ACRONYMS

DEFINITION	DESCRIPTION
Ordnance Handling Equipment (OHE)	Equipment designed to safely handle ammunition in any given situation. This includes railroad, industrial, and automotive equipment used for transporting ammunition. It also includes equipment used to manually handle ammunition such as skids, pallets, carriers, and aircraft loading equipment.
Transient Equipment	CESE belonging to another Government activity visiting the installation on official business or operating in the vicinity of the installation and experiencing equipment problems requiring assistance, e.g., refueling at CESE fueling facility or towing service.
Weight Handling Equipment (WHE)	Includes mobile or transportable truck, crawler, and railway mounted locomotive cranes normally used for lifting, moving, and placing heavy material or equipment. For purposes of this contract, WHE does not include portal, gantry, jib, and other facility type cranes.

ATTACHMENT 1700000-02  
REFERENCES AND TECHNICAL DOCUMENTS

<u>Reference</u>	<u>Title</u>
49 CFR Chapter III	(Operators Qualifications)
29 CFR Part 1910	
Executive Order 10579	“Regulations Relating to the Establishment of Interagency Motor Vehicle Pools and Systems.” November 30, 1954
Executive Order 13423	“Strengthening Federal Environmental, Energy, and Transportation Management,” January 24, 2007
	Federal Highway Administration and Bureau of Motor Carrier Safety
	Federal Motor Carrier Safety Regulations
DoD Directive 4500.36	Management, Acquisition and Use of Motor Vehicles
DoD Regulation 4500.36R	Management, Acquisition and Use of Motor Vehicles
NAVFAC P-300	Management of Civil Engineering Support Equipment
NAVFAC P-307	Management of Weight handling Equipment
NAVSEA OP-2239	
NAVSUP 538	
NFPA 1071	Standard for Technical Professional Qualifications
OPNAVINST 5100.23	United States Code
Section 133 of title 10	
Section 2302 note of title 10	United States Code
Section 2637 of title 10	United States Code
Section 32917 of title 49	United States Code
Sections 601-611 of title 40	United States Code
Sections of 6201,6374 and 13212 of title 42	United States Code
	Bureau of Motor Carrier Safety
	Federal Motor Carrier Safety Regulations
	Federal Highway Administration
	U.S. Department of Transportation

ATTACHMENT 1700000-03  
IDIQ PERFORMANCE WORK STATEMENT

## 1 INTRODUCTION.

This is a contract to repair and service vehicles and automotive type equipment at Government facilities and in the field. Government owned automotive type vehicles and other non-tactical highway use type equipment to include trucks, trailers, firefighting apparatus, and similar type equipment (paragraph 7 contains a sample list of vehicles). The service provided will return damaged vehicles to their original condition or to a condition designated by the Government. The Southwest Region Fleet Transportation (SWRFT) organization is responsible for the operation, maintenance, and appearance of the Government vehicles assigned to the SWRFT inventory.

## 2 BACKGROUND.

The SWRFT is responsible for providing commercial type vehicles to support the daily activities aboard the following Marine Corps installations: Marine Corps Base Camp Pendleton, CA; Marine Corps Air Station, Miramar, CA; Marine Corps Air Ground Combat Center, 29 Palms, CA; Marine Corps Logistics Base, Barstow, CA; Marine Corps Recruit Depot, San Diego, CA; Marine Corps Mountain Warfare Training Center, Bridgeport, CA; and Marine Corps Air Station, Yuma, AZ. The SWRFT has limited organic capability to service and maintain its equipment and vehicle inventory; however, during periods of surge requirements, national emergency, and when requirements exceed SWRFT's organic capabilities, the SWRFT will require contracted services to assist with service and repair of the inventory. Also, during the course of operating the vehicles and other on highway type equipment on and around these installations, the Government equipment is occasionally damaged. The SWRFT ensure that the Government equipment assigned to its inventory will be maintained in a safe operating condition, a reasonably good appearance, and may modify the vehicle to enhance its capability to meet mission requirements.

## 3. SCOPE.

3.1 - Onsite Fleet Maintenance & Repair Services. Repair of gasoline, natural gas, diesel, electric, and other engines that power vehicles. Contractor shall also repair engine accessories, power transmission systems, and other parts of light/medium/heavy trucks, trailers, buses, and similar equipment.

Contractor shall remove and replace engine assemblies, disassemble gasoline, natural gas, diesel, and electric engines, inspect and replace such parts as pistons, cylinder sleeves, piston rings, valves, bearings, piston pins, gaskets, gears, etc.

Contractor shall remove, repair, or replace transmission units, including such parts as clutches, differentials, brakes, steering mechanisms, hoists, lifts, power take-off and other vehicle components.

Contractor shall repair and adjust fuel and ignition systems, clean, repair, adjust or replace such parts as fuel pumps, injectors, spark plugs, distributors, generators, magnetos, voltage regulators, switches, speedometers, batteries and wiring.

Contractor shall perform preventive maintenance checks and services on all types of vehicles and automotive equipment. Change oil and filters on all types of equipment, and properly lubricate to manufacturer's recommendations. Remove, replace and repair automatic transmissions, alternators, transistorized ignition systems, power steering assemblies and components and air conditioning systems.

Contractor shall troubleshoot, repair and overhaul major components and systems such as differentials, transaxles, electronic fuel injection systems, emissions control systems and related electrical, electronic, hydraulic, fuel and other assemblies.

Contractor shall disassemble, diagnose, inspect, adjust, repair, reassemble and run operational checks on components of these systems following instructions contained in technical manuals. Manuals will be provided by the Government as requested by the Contractor.

The Contractor shall troubleshoot and diagnose malfunctions and trouble codes using information technology (laptop computer, scanners, etc.) by accessing the vehicle On-Board Diagnostic systems.

The contractor is expected to perform the work at Government motor pool facilities, other Government facilities and in the field as appropriate, utilizing the contractor's tools, equipment, and materials. No facilities will be provided by the Government. When available the Government will provide the parts necessary for the repair. The Contractor may perform the work at its own facility, if deemed appropriate by the Contracting Officer or COR.

For emergency roadside repair/assist, the contractor shall provide the required repair parts and materials. When the Government cannot provide repair parts and materials to accomplish the repair task, the Contractor will provide a price estimate for the required part(s). Upon prior approval by the COR, the contractor shall procure these parts and make the necessary repairs. The contractor will warranty all parts supplied under this contract for 90 days or at the manufacturer's warranty period, whichever is the longer period of time.

Performance Objectives, Standards, and Surveillance:

<b>Performance Objective</b>	<b>PWS Reference Paragraph</b>	<b>Performance Standards</b>	<b>AQL</b>	<b>Surveillance Method</b>
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Repair vehicles and return to a fully operational status.	3. and subparagraphs of PWS	Complete repair tasks within industry time standards or an agreed upon time-frame when no standard exists.	95%	Random inspection of work in progress and completed work. Invoice review. Approval by Maintenance Supervisors regarding task completion time
Perform scheduled preventative services on vehicles.	3. and subparagraphs of PWS	Complete service tasks within manufacturer's established labor standards.	95%	Planned Inspection. Approval by Maintenance Supervisors regarding task completion time

#### 4. APPLICABLE DIRECTIVES.

The following work standards publications are a reference for specification; compliance with applicable provisions contained therein is mandatory. The Contractor shall be responsible for complying with the newest version in effect at the time of award and all updates issued during the life of the contract. It is the contractor's responsibility to procure and use the most current publications.

##### a. CODE OF FEDERAL REGULATIONS Part 29 Labor and Part 49 Transportation

##### b. INDUSTRY STANDARDS

Contractor shall submit estimates for repair services using the Mitchell repair guide unless the work is beyond the scope of the guide.

#### 5. PERFORMANCE REQUIREMENTS

a. The contractor shall provide all management, supervision, tools, facilities, materials, equipment, and labor to perform requested repair. Transportation of vehicles from/to the Government installations and the contractor's facilities may be required by the Government. Refer to paragraph 3 above. The Government may request a vehicle be transported from a location other than the Government facility. This will be negotiated between the Government and the Contractor. The Government requires vehicles to be operated or transported vice towed. Vehicles will only be towed with specific written approval by the Government.

b. The contractor shall provide a detailed written estimate of all items listed in the Request for Proposal. The estimate may include photos to assist in identifying the extent of damage. The written estimate will be provided to the Government within two work days following the contractor's inspection of the equipment. Email is the preferred means of providing estimates,

photos, and other related information. The contractor's estimate will be compared to the Government's estimate for total scope of work and costs. The Government will make a determination to refer the work to the contractor or perform the work in-house.

## 6. OTHER REQUIREMENTS AND CONSTRAINTS

### a. Materials, Parts, & Labor:

(1) For emergency roadside repair/assist, the contractor shall provide the required repair parts and materials. When the Government cannot provide repair parts and materials to accomplish the repair task, the Contractor will provide a price estimate for the required part(s). Upon prior approval by the COR, the contractor shall procure these parts and make the necessary repairs. The contractor will warranty all parts supplied under this contract for 90 days or at the manufacturer's warranty period, whichever is the longer period of time.

(2) Materials required to perform work that are not vehicle replacement parts shall be considered the contractor's overhead expenses and will be captured in the quoted shop labor rate, and not as a separate billable item.

(3) Standard Labor Hours required to perform work shall be extracted from the Industry Standards as identified in paragraph 4 above. The Contractor will utilize the Mitchell guide for submitting estimates unless the repair is beyond the scope of the guide.

(4) For work that does not have Standard Labor Hours identified in the Industry Standards, the estimated labor hours shall be based on the experience and judgment of the contractor, however, the Contracting Officer must agree that the estimated labor hours is fair and reasonable for the identified work before work begins.

### b. Time Allowances:

(1) The contractor shall implement all necessary work control procedures and work prioritization to ensure timely accomplishment of required work and job completion. Verbal status reports shall be provided when requested by a Government representative.

(2) Each contractor work order shall contain no more than one vehicle. Work completion date shall be based on the dollar value of each work order. The following chart illustrates the price range of work orders and the number of workdays allowed for completion. Delivery dates that cannot be met due to conditions beyond the contractor's control or non-availability of parts shall have the dates adjusted accordingly by agreement between the contractor and the Government. All such conditions must be reported to the Government on the date the condition or non-availability of parts becomes known. The completion time for work orders over \$5,000 shall be computed using the same \$500 scale as the rest of the chart.

Work Order	Work Days	Work Order	Work Days
<u>Price Range</u>	<u>Allowed</u>	<u>Price Range</u>	<u>Allowed</u>

Up to \$500	3	\$2,501 to \$3,000	8
\$501 to \$1,000	4	\$3,001 to \$3,500	9
\$1,001 to \$1,500	5	\$3,501 to \$4,000	10
\$1,501 to \$2,000	6	\$4,001 to \$4,500	11
\$2,001 to \$2,500	7	\$4,501 to \$5,000	12

(3) On occasion the Government will have a priority vehicle (i.e. fire apparatus, ambulance or police vehicle). This type work may require a higher urgency and would take precedence over other work. The Government will specifically identify these higher priority jobs in writing. Adjusting delivery dates of other work order affected by this reprioritization of work will be by mutual written agreement between the contractor and the Government.

#### c. Vehicle Pickup and Delivery

(1) The Government will deliver and pickup at the contractor's facility the vehicles and trailers that require a Commercial Driver's License (CDL) to operate.

(2) The contractor will be expected to pickup and deliver at the Government location the light and medium duty vehicles (less than 14,000 GVWR including vehicle Classes 1-3) that do not require a CDL (see paragraph 10). This service will include trailers that do not require a CDL.

(3) The Government may request the contractor to pickup and deliver vehicles that require a CDL during unusual circumstances such as when the Government personnel and/or equipment are required for a priority National Security mission.

(4) If the contractor/subcontractor transports a vehicle or trailer, that has been repaired, to a Government location and the work performed by the contractor is refused due to poor workmanship or an incomplete job, the equipment will be returned to the contractor's facility to complete/fix the work and there will be no charge to the Government for the additional transport.

#### d. Orders

(1) The Contracting Officer or the COR, will issue a written Request for Proposal for work authorized to be performed by the contractor. There will be an order issued for each piece of equipment authorized for repair.

(2) Changes to the scope of work or parts requirement, resulting from hidden damage or other unforeseen circumstances, require an additional estimate identifying the additional work and associated costs. The contractor will not begin the additional repairs until authority to proceed has been provided by the Contracting Officer or the COR.

#### e. Inspection

(1) Each phase of the work being performed by the contractor is subject to Government inspection to include after completion of all tasks. Unsatisfactory work identified during these inspections shall be corrected at no additional cost to the Government. Contractor facilities shall be open to Government representatives for inspection of work in progress at any time practical. If the contractor is required to perform warranty work, re-work, or complete an unfinished job and the vehicle requires transport, the contractor assumes transport responsibility with no additional cost to the Government.

(2) Some vehicle damage and damage repair will affect the mechanical operation and alignment of components such as doors, windows, hoods, lids, hinges and similar operations. Body repairs include straightening and aligning those components to ensure proper operation and alignment. Any misalignment, distortion, binding, sticking, difficulty in operation, or similar malfunction will be cause for rejection. The contractor shall correct the problem at no additional cost to the Government.

#### f. Progress Reporting

(1) The Contractor will provide work progress information and cost data to keep the Government abreast of each job status and the actual cost upon job completion.

(2) The Contractor will provide the information in the status request within 24 hours of receipt of the request.

#### f. Warranties

(1) In addition to any other warranties provided in this contract, the contractor shall warrant workmanship and material on those components repaired or replaced for 90 days from the day the vehicle is returned and accepted by the Government. Parts or materials that have individual warranties, beyond the 90-day period, shall be repaired or replaced by the contractor if that item fails within the individual warranty period.

(2) The contractor shall warrant paint work for a period of two (2) years against fading, cracking, and peeling. Warranty repairs shall be accomplished within the same time constraints as specified in paragraph 6.b above.

#### g. Definitions

(1) Repair - All work functions performed on Government owned vehicles to correct physical damage to the degree necessary to restore the vehicle to a safe and serviceable condition equal to or better than the original manufacturer's design specifications. The term "repair" includes the function of inspection, adjustments, rebuilding, fabricating, modifying, painting, refinishing, and parts and material replacements.

(2) Parts - A constituent piece included at the time of manufacture or set in place as a replacement for the original piece or as an additional piece.

(3) Materials - Anything that serves as crude or original matter to be used or developed to aid in the repairing of vehicles and other equipment (i.e. body fillers, sandpaper, rags, thinners, paper, tape, metal/wood primers, adhesives, cleaners, etc.).

(4) Government Motor Pools:

- Building 22151, MCB Camp Pendleton, CA
- Building 6317, MCAS Miramar, CA
- Building 231, MCRD San Diego, CA

#### h. Deliveries or Performance

(1) Contractor Notice Regarding Late Work Completion: In the event that contractor for any reason anticipates or encounters difficulty in complying with the contract work schedule or completion date, or in meeting any of the other requirements of the contract; the contractor shall immediately notify, in writing, the Contracting Officer Representative giving pertinent details. However, this written notice shall be informational only and receipt by the Government shall not be construed as a waiver by the Government of any work completion schedule/date or for the compliance with any other contract requirement by the contractor, nor any other rights or remedies provided to the Government by law under this contract.

(2) Work completion/delivery dates will be specified on individual Work Orders. In most circumstances, the Government will only be able to provide 5 days prior notice for repair of vehicles. If conditions permit, longer notice will be given.

#### 7. Vehicles/Equipment Covered by this contract:

Equipment Description	GOV Equipment Code	Light Duty Vehicles	Heavy Duty Vehicles	CDL Required
AMBULANCE, ADVANCE LIFESAVING	G01ADR	X		
BUS, TROOP TRANSPORT	G07HDP		X	X
LOW SPEED VEHICLE (LSV)	G27AEC	X		
SCOOTER, 3-WHEEL	G27AEP	X		
SEDAN, COMPACT	G40BAP	X		
SUV, CROSSOVER, 4X2	G45EFP	X		
SUV, HUMMER	G45KDP	X		
SWEEPER, AIRFIELD	G46BDE		X	X
SWEEPER, STREET	G46CDE		X	X

TRAILER, SEMI, FLATBED, 20-24T	G49DZC		X	X
TRAILER, SEMI, LOW BED, 35-50T	G49MZC		X	X
TRAILER, SEMI, LOW BED, 51-65T	G49NZC		X	X
TRAILER, SEMI, DUMP	G49PZC		X	X
TRAILER, SEMI, TANK	G49TZC		X	X
TRAILER, SEMI, VAN	G49VZC		X	X
TRAILER, TANK, WATER	G50NAC		X	X
TRAILER, EQUIPMENT TRANSPORT	G51AZC	X		
TRAILER, SPECIALTY, DOG TRANSPORT	G51DZC	X		
TRAILER, SPECIALTY, HAZMAT	G51HZC		X	X
TRUCK, CARGO, 3-T 4X2	G53DDC		X	X
TRUCK, PASSENGER, 3-T 4X2	G53DDP		X	X
TRUCK, CARGO, 3-T 4X4	G53EDC		X	X
TRUCK, PASSENGER, 3-T 4X4	G53EDP		X	X
TRUCK, HYDRAULIC LIFT BODY, 3-T	G53GDC		X	X
TRUCK, SEWER MAINTENANCE	G53NDC		X	X
TRUCK, AERIAL BOOM, 3-T	G54MDC		X	X
TRUCK, AERIAL BOOM, 5-T	G54SDC		X	X
TRUCK, CLEANER-CATCH BASIN	G55BDE		X	X
TRUCK, DUMP, 5-T	G56DDC		X	X
TRUCK, DUMP, 10-T	G56KDC		X	X
TRUCK, RESCUE & FIRE	G57ADR		X	X
TRUCK, FIRE, CLASS A PUMPER	G57BDR		X	X
TRUCK, FIRE, WATER TOWER	G57CDR		X	X
TRUCK, FIRE, BRUSH 4X4	G57EDR		X	X
TRUCK, FIRE, BRUXH 6X6	G57FDR		X	X
TRUCK, FIRE NURSE UNIT	G57GDR		X	X
TRUCK, FIRE HAZMAT	G57KDR		X	X
TRUCK, MAINTENANCE, 1-2T	G58ADC	X		
TRUCK, MAINTENANCE BUCKET	G58FDC		X	X
TRUCK, PICKUP, CREWCAB, 4X4	G59ODC	X		
TRUCK, REFUSE, 10T DUMP	G60EDC		X	X
TRUCK, STAKE, 1.5T	G61EDC	X		
TRUCK, STAKE, 2T	G61GDC	X		
TRUCK, STAKE, 3T	G61KDC		X	X
TRUCK, STAKE, 5T	G61NDC		X	X
TRUCK, STAKE, 10T	G61UDC		X	X
TRUCK, TANK, FUEL 1,000-1,500 GAL	G62GDC		X	X
TRUCK, TANK, FUEL 1,501-2,500 GAL	G62HDC		X	X
TRUCK, TANK, FUEL 5,000 GAL	G62JDC		X	X
TRUCK, TANK, FUEL 10,000 GAL	G62KDC		X	X
TRUCK, TANK, WATER 1,000-1,500 GAL	G62LDC		X	X

TRUCK, TANK, WATER 1,501-2,500 GAL	G62NDC		X	X
TRUCK, TANK, WATER 5,000-10,000 GL	G62PDC		X	X
TRUCK, TRACTOR, 7 1/2-T	G63EDC		X	X
TRUCK, TRACTOR, 10T 6X4	G63LDC		X	X
TRUCK, TRACTOR, 15T 6X4	G63RDC		X	X
TRUCK, VAN, 1-2T	G65ADC	X		
TRUCK, VAN 3T	G65DBC		X	X
TRUCK, VAN 4T	G65DDC		X	X
VAN, HANDICAP-WHEELCHAIR	G66LDP		X	X
VAN, SHUTTLE	G66PGP		X	X
VAN, STEP-CARGO, 1-2T	G67AFC	X		
TRUCK, RECOVERY, 5T	G69GDC		X	X
TRUCK, RECOVERY, 10T	G69MDC		X	X

