

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-C3	PAGE OF PAGES 1   77
2. CONTRACT NO.		3. SOLICITATION NO. N62478-15-R-2436	4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 04 May 2015	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY NAVFAC HAWAII SERVICES ACQUISITION DIVISION (PRJ233) 400 MARSHALL ROAD JBP HH HI 96860-3139			CODE N62478	8. ADDRESS OFFER TO (If other than Item 7)  <b>See Item 7</b>		CODE
TEL:			TEL:			FAX:
FAX:			FAX:			

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

### SOLICITATION

9. Sealed offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Building A-12 until 02:00 PM local time 03 Jun 2015  
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME JULIE M. SHIMODA	B. TELEPHONE (Include area code) (NO COLLECT CALLS) (808) 471-1563	C. E-MAIL ADDRESS julie.shimoda@navy.mil
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### OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

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

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

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

PART I - THE SCHEDULE

SECTION B: SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 CONTRACT LINE ITEMS AND EXHIBIT LINE ITEMS

- a. Offerors shall enter unit prices and amounts for contract line items (CLINs) and exhibit line items (ELINs) as indicated in the schedules and accompanying exhibits.
- (1) Section B – Supplies or Services and Prices/Costs. Complete and submit Section B with the offer.
  - (2) Schedule of Firm Fixed-Price Work and Schedule of Indefinite Delivery Indefinite Quantity Work. The Firm Fixed-Price Work and Indefinite Delivery Indefinite Quantity portions of the contract are supported by the following Schedules. Complete and submit the attachments with the offer.
    - (a) Attachment J-0200000-10, Exhibit A (Base Period).
    - (b) Attachment J-0200000-11, Exhibit B (Option Period One).
    - (c) Attachment J-0200000-12, Exhibit B (Option Period Two).
    - (d) Attachment J-0200000-13, Exhibit B (Option Period Three).
    - (e) Attachment J-0200000-14, Exhibit B (Option Period Four).
- b. In the event there is a difference between a unit price and the extended total amount, the unit price will be held to be the intended offer and the total of the CLINs, or ELINs, will be recomputed accordingly. The CLINs which includes recomputed ELINs will also be recomputed to take into account the change in the contract ELINs. If the offeror provides a total amount for an ELIN but fails to enter the unit price, the total amount divided by the respective ELIN quantity will be held to be the intended unit price.
- c. The Schedule of Firm Fixed-Price Work and the Schedule of Indefinite Delivery Indefinite Quantity Work Exhibit will be used as the basis for payment and for deductions pursuant to the CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES Clause in Section E.

- B.2 INDEFINITE DELIVERY INDEFINITE QUANTITY INDIVIDUAL CONTRACT EXHIBIT LINE ITEM QUANTITIES. Once the estimated quantities for individual contract exhibit line items shown in the accompanying exhibits have been ordered, the Government may order additional quantities as long as the overall not-to-exceed amount of the contract per year is not exceeded and the Contractor accepts the order by performing the DOD EMALL order or by signing the task order.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FFP - Base Period, RUGID SCADA Maint. FFP Price to perform firm fixed-price work, for the 12-month Base Period, in accordance with all the terms of this contract. FOB: Destination				
					NET AMT

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	IDIQ - Base Period, RUGID SCADA Maint. FFP Price to perform IDIQ work, for the 12-month Base Period, in accordance with all the terms of this contract. FOB: Destination	UNDEFINED			
					MAX NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	FFP - Opt. Pd. 1, RUGID SCADA Maint. FFP Price to perform firm fixed-price work, for the 12-month Option Period One, in accordance with all the terms of this contract. FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004 OPTION	IDIQ - Option Pd. 1, RUGID SCADA Maint. FFP Price to perform IDIQ work, for the 12-month Option Period One, in accordance with all the terms of this contract. FOB: Destination	UNDEFINED			

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	FFP - Opt. Pd. 2, RUGID SCADA Maint. FFP Price to perform firm fixed-price work, for the 12-month Option Period Two, in accordance with all the terms of this contract. FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006 OPTION	IDIQ - Option Pd. 2, RUGID SCADA Maint. FFP Price to perform IDIQ work, for the 12-month Option Period two, in accordance with all the terms of this contract. FOB: Destination	UNDEFINED			

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 OPTION	FFP - Opt. Pd. 3, RUGID SCADA Maint. FFP Price to perform firm fixed-price work, for the 12-month Option Period Three, in accordance with all the terms of this contract. FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008 OPTION	IDIQ - Option Pd. 3, RUGID SCADA Maint. FFP Price to perform IDIQ work, for the 12-month Option Period Three, in accordance with all the terms of this contract. FOB: Destination	UNDEFINED			

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009 OPTION	FFP - Opt Pd. 4, RUGID SCADA Maint. FFP Price to perform firm fixed-price work, for the 12-month Option Period Four, in accordance with all the terms of this contract. FOB: Destination				
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					NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010 OPTION	IDIQ - Option Pd. 4, RUGID SCADA Maint. FFP Price to perform IDIQ work, for the 12-month Option Period Four, in accordance with all the terms of this contract. FOB: Destination	UNDEFINED			
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					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
9000	Exhibit Line Items (ELINs) FFP See Attachment J-0200000-10, Exhibit Line Item Numbers, Base Period Firm Fixed-Price Work and Indefinite Delivery Indefinite Quantity Work FOB: Destination				
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
9001 OPTION	Exhibit Line Items (ELINs) FFP See Attachment J-0200000-11, Exhibit Line Item Numbers, Option Period One Firm Fixed-Price Work and Indefinite Delivery Indefinite Quantity Work FOB: Destination				
					NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
9002 OPTION	Exhibit Line Items (ELINs) FFP See Attachment J-0200000-12, Exhibit Line Item Numbers, Option Period Two Firm Fixed-Price Work and Indefinite Delivery Indefinite Quantity Work FOB: Destination				
					NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
9003 OPTION	Exhibit Line Items (ELINs) FFP See Attachment J-0200000-13, Exhibit Line Item Numbers, Option Period Three Firm Fixed-Price Work and Indefinite Delivery Indefinite Quantity Work FOB: Destination				
NET AMT					

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
9004 OPTION	Exhibit Line Items (ELINs) FFP See Attachment J-0200000-14, Exhibit Line Item Numbers, Option Period Four Firm Fixed-Price Work and Indefinite Delivery Indefinite Quantity Work FOB: Destination				
NET AMT					

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<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) for RUGID SCADA SYSTEM MAINTENANCE AT VARIOUS LOCATIONS, OAHU, HAWAII by means of a combination firm-fixed price (FFP) and indefinite delivery-indefinite quantity (IDIQ) contract. 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 through Annex 14 (Not Applicable)  Annex 15 Facilities Investment  Annex 16 through Annex 18 (Not Applicable)</p>
1.2	Project Location	<p>The work shall be performed at various locations and could vary from location to location. The following is an example of the dispersion of work at the various locations.</p> <p>(1) Maintenance Service, Technical Services and Parts for Naval Facilities Engineering Command Hawaii (NAVFACHI) Utilities Department's Supervisory Control and Data Acquisition (SCADA) Systems: various locations</p>
1.3	Acquisition of Additional Work	<p>The Government reserves the right to acquire additional maintenance services at additional locations in addition to the services and locations identified in the Firm-Fixed Price requirements of this contract. Additional services will be incorporated into the contract in accordance with the CHANGES clause, SECTION I or ordered under the 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.</p>
1.4	Verification of Workload and Conditions	<p>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.</p>
1.5	Climate Patterns	<p>Moderate temperatures and weather conditions throughout the year. Typical island climatic conditions: daytime temperatures in the mid to high 80's F with trade winds from the North North-East. Afternoon clouding at higher elevations, with a chance of light early morning and evening showers.</p> <p>Central Pacific Hurricane season: June through November. Daily weather forecasts are available at the National Oceanic Atmospheric Administration (NOAA), National Weather Service Forecast Office at <a href="http://www.prh.noaa.gov/hnl/">http://www.prh.noaa.gov/hnl/</a></p>

<b>0100000 – General Information</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
1.6	Related Information	<p>There are four types of Related Information that can be found in the Description and Related Information columns of the specification as follows:</p> <p>Informational Notes as used throughout this PWS provides additional information to offerors to be used in developing a thorough understanding of the work to be performed in this contract. Any block of text marked "Informational Notes" throughout Annexes 1 through 18 is subject to this disclaimer. Offerors may not rely upon the "Informational Notes" as material representations of the Government. Information provided in "Informational Notes" does not create a contractual requirement on either party to this contract.</p> <p>Clarifying Information describes client expectations in a more detailed manner than the Performance Objective and Performance standard alone.</p> <p>Constraining Information describes limitations to the work performed to meet the Performance Objective and Performance Standard.</p> <p>Requirement Information further describes client requirements associated with each Performance Objective.</p>
1.7	Navy Approach to Service Contracting	<p>The Department of Navy (DoN) spends over \$1 billion in annual obligations to meet global requirements for facility operations and maintenance provided through Facility Support Contracts (FSC) and additional billions to provide other base operations support services (OBOS). The Head of the Contracting Activity (HCA) of the Naval Facilities Engineering Command (NAVFAC) has focused increased attention on re-engineering FSC contracts in response to customer and industry feedback, budget constraints, and the impact of a variety of contracting, program management and financial management regulations. The Navy also supports the following principles:</p>
1.7.1	Partnering Philosophy	<p>The first principle is that the Navy views its contractors as partners and not just abstract service providers. The Navy wants its contractors to succeed because partners' success drives the Navy's successful mission completion. Within the bounds of acquisition policy the Navy intends to work to find solutions that will be beneficial to both the Government and its partners.</p>
1.7.2	Contractor's Knowledge	<p>The second principle is that the Navy will receive insightful management from its contractors. This management will include the knowledge, skills, authority and willingness to use contractor resources to find better ways of serving Navy clients' strategic and operational goals and objectives. The Navy's use of performance-based objectives evidences this principle. Although performance work statements will typically contain several levels of performance assessment, the Navy wants its contractors to exercise maximum discretion within bounds of prudent risk management to adjust processes and resources needed to reach specified objectives at the highest performance level.</p>
1.7.3	Industry Best Practices	<p>The third principle is that the Navy will adopt industry best commercial practices and maintain state-of-the-art service delivery. It is the Navy's and contractor's responsibility as partners to reach this goal. To that end, the Navy's emphasis will be in evaluating performance objectives (end results).</p>

<b>0100000 – General Information</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
1.8	Standard Template	<p>Key to implementing a programmatic approach is using a standard template that ensures Navy-wide consistency yet affords appropriate tailoring to meet local needs. This contract conforms to the standard template and has been tailored for this solicitation. NAVFAC intends to use this template-based approach for future service contracts. Offerors should develop an understanding of the template as part of performing due diligence in reaching an understanding of the Navy's requirements and expectations.</p> <p>The standard template contains 18 standard annexes. Annex 1 will always contain information that is relevant to the entire scope of the contract. Annex 2 contains on-site project management and administration requirements that are relevant to the entire scope of the contract. Annexes 3 through 18 contain the technical information and requirements peculiar to that technical annex. Within each technical annex, the organization of information and requirements are also standardized. Specification item 1 will always contain General Information. Specification item 2 will always contain the management and administrative requirements. Specification item 3 will always contain the Firm Fixed-Price (FFP) requirements. Specification item 4 will always contain the Indefinite Delivery-Indefinite Quantity (IDIQ) requirements. Requirements and standards for higher level specification items apply to all subordinate specification items, e.g., Specification Item 3 standards apply to all firm fixed priced specification items. Specification Item 3.1 is applicable to all 3.1 subordinate specification items. Specification Items 3.2 and 3.3 are not considered subordinate to 3.1. All costs associated with Annexes 1 and 2 and Specification items 1 and 2 must be priced and distributed within Specification Item 3 of Annexes 3 through 18.</p>
1.9	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.
1.10	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.

<b>0200000 – Management and Administration</b>	
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<b>0200000 – Management and Administration</b>	
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2.15.2	IDIQ ELINS

<b>0200000 - Management and Administration</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 <a href="#">J-0200000-01</a> .
2.2	General Information	
2.2.1	Government Regular Working Hours	The Government's regular working hours are from 0700-1530, 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 the Contracting Officer for approval at least seven calendar days prior to requested day per Section J (Deliverables <a href="#">J-0200000-15</a> ). Excludes work to be performed during specified hours.
2.2.2	Wage Determinations	Wage Determinations are included in <a href="#">J-0200000-02</a> .
2.2.3	Requirements Hierarchy	Requirements or definitions specified in each spec item of this contract apply to subordinate paragraphs. For example, requirements shown in spec item 3.1 would apply to spec items 3.1.1, 3.1.2, 3.1.2.1 and so on.  Likewise, Performance Standards specified at a lower digit level (i.e. spec item 3.1.1, 3.1.2, 3.1.2.1) apply when performance is assessed at a higher tier (i.e., spec item 3.1) based on the composite work requirements.
2.3	General Administrative Requirements	
2.3.1	Required Conferences and Meetings	The Contractor may be required to attend administrative and coordination meetings.
2.3.2	Training for Maintenance and Operation of New and Replacement Systems and Equipment	When construction, renovation, or repair work is performed by means other than this contract, the Contractor shall attend Government provided training, as applicable, for maintenance and operation of new and replacement systems and equipment at no additional cost to the Government.
2.3.3	Partnering	To increase the likelihood of successful performance of this contract, the Government requires cohesive partnerships with its Contractors and subcontractors. Key stakeholders, including the supported commands who will receive services, principal individuals from NAVFAC, the performance assessment team, and representative(s) of the installation(s) will be invited to participate in the partnering process. Key members of the prime and subcontractors teams, including senior management personnel must participate. The partnership will draw on the strength of each organization in an effort to achieve quality contract services done right the first time, within the contract price, as scheduled, and without any safety mishaps.

<b>0200000 - Management and Administration</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		<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</p> <ul style="list-style-type: none"> <li>* Project Manager</li> <li>* Quality Manager</li> </ul> <p>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 J (Deliverables J-0200000-15).</p>
2.3.5	Insurance	<p>The Contractor shall submit a Certificate of Insurance per Section J (Deliverables J-0200000-15) as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below in accordance with the FAR Clause 52.228-5, INSURANCE – WORK</p>

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		ON A GOVERNMENT INSTALLATION. This insurance must be maintained during the performance period.
2.3.5.1	Certificate of Insurance	The Certificate of Insurance shall provide for at least 30 calendar days written notice to the KO by the insurance company prior to cancellation or material change in policy coverage. Other requirements and information are contained in the aforementioned insurance clause.
2.3.5.2	Minimum Insurance Amounts	The Contractor shall procure and maintain, during the entire period of performance under this contract, the following minimum insurance coverage:  Comprehensive General Liability: \$500,000 per occurrence  Automobile Liability: \$200,000 per person, \$500,000 per occurrence, \$20,000 per occurrence for property damage  Workmen's Compensation: As required by Federal and state worker's compensation and occupational disease statutes  Employer's Liability coverage: \$100,000, except in states where worker's compensation may not be written by private carriers  Other as required by state law
2.3.6	Protection of Government Property	During execution of the work, the Contractor shall protect Government property. The Contractor shall return areas damaged as a result of negligence under this contract to their original condition at no cost to the Government.
2.3.7	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.
2.3.8	Invoicing Procedures	Refer to Section G for invoicing instructions. Refer to Invoice Form in J-0200000-04 for sample.
2.3.9	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.
2.4.1	Government-Furnished Facilities (GFF)	None.
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

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		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)	None.
2.4.4	Government-Furnished Equipment (GFE)	None.
2.4.5	Government-Furnished Services (GFS)	None.
2.5	Contractor-Furnished Items	Except for items identified as Government Furnished, the Contractor shall provide all equipment, materials, parts, supplies, components, and facilities to perform the requirements of this contract. The KO may inspect Contractor-furnished items for adequacy and compliance with contract requirements. Inadequate or unsafe items shall be removed and replaced by the Contractor at no cost to the Government. Materials containing asbestos, lead, and polychlorinated biphenyls (PCBs) shall not be brought onsite. Energy efficient tools and equipment shall be used when available. The KO may at any time require Samples, Material Safety Data Sheets (MSDS) or Manufacturer's Data Cut Sheets of Materials used in this contract.
2.6	Management	The Contractor shall manage the total work effort associated with the services required herein to meet the performance objectives and standards. Such management includes but is not limited to planning, scheduling, cost accounting, report preparation, establishing and maintaining records, and quality assurance. The Contractor shall provide a staff with the necessary management expertise to ensure performance objectives and standards are met.
2.6.1	Work Reception	The Contractor shall provide the capability to receive, prioritize, correspond, and respond to trouble/service calls and task orders during Government regular working hours and provide a point of contact at a local or toll free number who can perform the above function during other than Government regular working hours.
2.6.2	Work Control	The Contractor shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking and reporting of work in progress. The Contractor shall plan and schedule work to assure material, labor, and equipment are available to complete work requirements within the specified time limits and in conformance with the quality standards established herein. Verbal scheduling and work status updates shall be provided when requested by the KO. A status update of any item of work must be provided within two hours of the inquiry during regular working hours, and by 0800 the following work day for inquiries after regular working hours.
2.6.3	Work Schedule	The Contractor's work shall not interfere with normal Government business. In those cases where some interference is unavoidable, the Contractor shall minimize the impact and effects of the interference. The 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	Maintenance and Service Plan	The Contractor shall submit a Maintenance and Service Plan that describes when, what, and how maintenance and service tasks will be performed. The Plan shall be submitted to the Contracting Officer within 15 calendar days after the contract award date. On-site work will not be permitted until the Contracting Officer accepts the Plan. The Contractor

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		shall perform revisions to the Plan until the Contracting Officer accepts the Contractor's Plan. The Plan shall describe the Contractor's overall approach to programmed maintenance and include a viable maintenance and service schedule for the "Base Period" of this contract. Indicate in the schedule: dates and times of specific tasks to be performed. Include estimated times of arrival on job sites, and the estimated time to complete the tasks. Refer to J-0200000-06, entitled "LOCATION MAP" for general locations of the various service points. Refer to J-0200000-07, entitled "RUGID STATION ASSIGNMENTS" for location and Unit Number information. Once the Government accepts the Plan, the Contractor shall not deviate from the dates and times stated; or reduce service frequencies or standards stated in the Government accepted Plan, unless the Plan is amended and changes accepted by the Contracting Officer. The Contractor shall confirm the schedule with the Contracting Officer at least seven calendar days in advance of the day when work will begin in order to notify the activity of the impending work in sufficient time. The Government reserves the right to change the scheduled dates, at no additional cost to the Government, when operational commitments require such changes.
2.6.5	Scheduled Maintenance and Services	The Contractor shall schedule two site visits over a 12-month contract period, at an interval of approximately six months, and remain on-site for a minimum of five full working days per visit. Longer durations may be required, if five working days is not sufficient time to complete maintenance and servicing of all RTU stations (including SCADA software). The Contractor shall ensure that the SCADA system is fully operational prior to departing from each of the site visits. The Contractor shall also answer system support and technical questions posed by the Government before completing the site visit. Five working days are typically adequate to have all RTU stations and SCADA software working in a fully operational condition. The Contractor shall also provide technical assistance to the Government, who may accompany the Contractor on maintenance site visits. Should Indefinite Quantity (IDQ) Task Order work coincide with a scheduled FFP site visit, perform IDQ tasks during the scheduled FFP site visit. Any maintenance or service work not specified herein, but recommended by the equipment manufacturer or deemed necessary by the Contractor to maintain the system in a continuous, efficient, reliable, and safe operating condition, shall be reported to the Contracting Officer immediately, within one working day of findings.
2.6.6	Deliverables	Records and reports are specified in Section C and listed as deliverables in Section J (Deliverables J-0200000-15). The Contractor shall submit accurate and complete documents within the required timeframes as specified in Section J (Deliverables J-0200000-15).  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.
2.6.7	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 within seven calendar days. If the discontinued service is due to an emergency breakdown the Contractor shall notify the KO, affected tenants and customers as soon as practicable.

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2.6.8	Quality Management System (QMS)	<p>The Contractor shall establish and maintain a complete QMS program in accordance with the provisions specified herein. The Contractor's QMS program shall provide an effective and efficient means of identifying and correcting problems throughout the entire scope of operations. The Contractor's QMS program shall address:</p> <ul style="list-style-type: none"> <li>• Accurate documentation of work processes, procedures, and output measures.</li> <li>• A systematic procedure for assessing compliance with performance objectives and standards.</li> <li>• Accurate documentation of quality inspections and surveillance conducted throughout the execution of work.</li> <li>• Assessment-driven corrective actions and process adjustments as appropriate in a timely manner.</li> </ul>
2.6.8.1	Quality Management (QM) Plan	<p>The Contractor shall develop and submit a QM Plan per Section J (Deliverables J-0200000-15). The QM Plan shall describe the QMS methodology and approaches used under this contract. If any changes are made during the period of performance, submit to the KO a revised QM Plan for acceptance.</p> <p>The Contractor's QM Plan shall include, at a minimum, the following:</p> <ul style="list-style-type: none"> <li>• Policy and objectives of Quality Management System (QMS)</li> <li>• Quality organization <ul style="list-style-type: none"> <li>○ List of personnel</li> <li>○ Responsibilities &amp; lines of authority</li> <li>○ Training and qualifications</li> </ul> </li> <li>• Approach to assuring quality of services provided and conformance with performance objectives and standards</li> <li>• Methods and procedures for effective planning, operation and control of processes and performance of work</li> <li>• Procedures for inspection and surveillance of services <ul style="list-style-type: none"> <li>○ Scheduling and performance of inspection and surveillance</li> <li>○ Measurement, data collection and analysis</li> <li>○ Corrective action, preventive action, and continuous improvement</li> <li>○ Oversight of subcontracted work</li> </ul> </li> <li>• Documentation and records management</li> <li>• Communication with government (customers)</li> </ul>
2.6.8.2	Quality Inspection and Surveillance	<p>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.</p>
2.6.8.3	Quality Inspection and Surveillance Report	<p>The Contractor shall submit a copy of the Contractor Quality Inspection and Surveillance Report per Section J (Deliverables J-0200000-15). The Contractor Quality Inspection and Surveillance Report shall include a summary and results of the quality inspection and surveillance events performed and assessment-driven corrective actions and process</p>

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		adjustments during the previous week's service. The Government may adjust the frequency of the submittal based on the Contractor's quality of performance.
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	Qualified Personnel	Professionally and technically qualified personnel shall perform the tasks specified and ensure that the quality of services performed meet the performance standards specified. Submit along with offer, a list of all certified personnel intended to be used for this contract along with proof of their certifications. Submit updates to this list along with proof of certification whenever changes occur. Only personnel on the "most current" list, with valid certifications, will be allowed to perform contract services or requirements requiring such certifications, unless stated otherwise in this contract.
2.8	Required Certifications	Includes but is not limited to the following.
2.8.1	Certified Manufacturer's Representative – RUGID Factory Certified Field Representative	The Contractor and its employees performing the work shall be a RUGID Factory Certified Field Representative and shall have five (5) years of verifiable previous experience maintaining RUGID SCADA system hardware and software. At time of offer, the Contractor shall provide evidence of such certification. Upon Contracting Officer's request, the Contractor shall provide additional information such as: qualifying training courses taken, etc., to prove authenticity and legitimacy of the certificate. Final acceptance of any certification will be that of the Government.
2.9	Personnel Requirements	The Contractor shall comply with the personnel requirements stated below.
2.9.1	Key Personnel	The Contractor shall submit an Organizational Chart per Section J (Deliverables J-0200000-15) 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.
2.9.1.1	Competent Person (CP)	The Contractor shall provide CP(s)
2.9.1.2	Project Manager (PM)	The Contractor shall provide a PM and designated alternate, as applicable, who has the have full authority to act for the Contractor on all contract matters relating to this contract. The PM or alternate shall be on-site within one hour during the Government's regular working hours and shall be available on-site within four hours after the Government's regular working hours.  The PM shall have at least three years of experience in managing a workforce providing services on contracts of similar size, scope and complexity.
2.9.1.3	Quality Manager (QM)	The Contractor shall provide a QM who shall have full authority and responsibility for assuring performance objectives and standards identified in this contract are met. The Quality Manager must report directly to a senior corporate official and shall not report directly to the Project

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		<p>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: The Quality Manager shall have at least three years of experience in preparing and enforcing QMS programs on contracts of similar size, scope and complexity. The Quality Manager may be the same person as the SSHO.</p>
2.9.1.4	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 contract: 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>
2.9.2	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.
2.9.2.1	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.
2.9.2.2	Employee Appearance	The Contractor shall ensure that all employees present a professional appearance that is appropriate for their position. The KO reserves the

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		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.
2.9.2.3	Employee Conduct	Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.
2.9.2.4	Identification as Contractor Employee	Contractor employees shall identify themselves as Contractor personnel by introducing themselves or being introduced as Contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel. All Contractor employees shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.
2.9.2.5	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.
2.9.2.6	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 J (Deliverables J-0200000-15).
2.9.3	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 J (Deliverables J-0200000-15), 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>
2.10	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.
2.10.1	Employee Listing	The Contractor shall maintain a current Employee List and submit per Section J (Deliverables J-0200000-15). The list shall include employee's name, supervisor, company, and level of security clearance.
2.10.2	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.
2.10.3	Passes and Badges	<p>All Contractor employees shall obtain the required employee and vehicle passes. The Contractor employees must be able to obtain Common Access Cards (CAC) in accordance with security requirements. Each employee shall wear the Government issued badge over the front of the outer clothing. When an employee leaves the Contractor's service, the employee's Passes and Badges shall be returned within 10 calendar days.</p> <p>The Government has implemented the RAPIDGate Program. The</p>

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		<p>Contractor may choose to participate in the program. Refer to RAPIDGate Program clause in the Clauses section.</p> <p>Note: Other local installations may require a different process to obtain access to their installations.</p>
2.10.3.1	Clearance for Aliens	Offerors are advised that clearance for aliens may require approximately 20 calendar days before clearance is granted. Aliens are not allowed at NCTAMS Wahiawa, RTF; NAVMAG Lualualei, West Loch; and specific areas in the former Barbers Point Naval Air Station at Kalaeloa, Oahu.
2.10.4	Access to Installation	<p>Insert NCACS requirements where applicable, e.g., 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>
2.10.4.1	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>
2.10.4.2	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.
2.10.5	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

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		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.
2.10.6	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.
2.10.6.1	Escort Arrangement for Secured Areas	The Contractor shall make arrangements for Government escort into secured areas requiring escort. The KO will provide information on applicable buildings, spaces and the appropriate point of contact.  The Contractor may experience delays while waiting for escorts. The Government estimates the wait period can be up to 15 minutes. The Contractor shall notify the Government Performance Assessment Representative (PAR) and appropriate point of contract if an escort is not available after 15 minutes and access to accomplish the work is denied. Unscheduled requirements, e.g., trouble calls, may require a longer wait for an escort.
2.10.7	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.  Some of the work may occur in the Controlled Industrial Area (CIA) of the Pearl Harbor Naval Shipyard (PHNSY). Refer to <b>J-0200000-08</b> for security requirements for work in the PHNSY area. For work in the Fleet Logistics Center (FLC), refer to <b>J-0200000-09</b> for security requirements.
2.10.8	Employee Status	The Contractor shall notify the KO of any changes to any employee's status to include, but not limited to, termination, convictions/arrests, adverse actions taken on the job for any reason or any other documented misbehavior that may affect, or have the potential to affect, security standing in terms of access to federal facilities or IT systems.
2.11	Contractor Safety Program	The Contractor shall develop and implement a Safety Program detailing how the Contractor plans, staffs, performs, and controls all safety practices while delivering best value services to the Government without any accidents or mishaps. The Contractor's safety program shall comply with all safety standards identified in the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1 and Public Law 91-596, Occupational Safety and Health Act.
2.11.1	Accident Prevention Plan (APP)	The Contractor shall develop and implement a site Accident Prevention Plan (APP). The APP shall be prepared by the Contractor's SSSH and shall be followed by all Contractor employees, subcontractors, and vendors at each service site.

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		<p>The APP shall follow the abbreviated format and include, as a minimum, elements addressed in paragraph 11 of Appendix A of EM 385-1-1.</p> <p>The Contractor shall submit an APP for acceptance per Section J (Deliverables J-0200000-15). The Contractor shall review, update, and submit revisions to the APP whenever a change in work conditions, hazards, or activities occur. Submittal of the APP shall include Activity Hazard Analyses (AHAs) and Occupational Risk and Compliance Plans and Programs as specified below.</p>
2.11.2	Activity Hazard Analysis (AHA)	<p>The Contractor shall prepare Activity Hazard Analyses (AHAs) for all applicable common recurring work activities performed under this contract. AHAs for recurring work shall be submitted with the APP and shall be updated as work activities or conditions change and additional AHAs prepared as new work activities are required. AHAs for non-recurring and one-time (e.g., IDIQ task orders) work occurrences shall be submitted at least two working days prior to start of work. Specifically:</p> <ul style="list-style-type: none"> <li>• For combination FFP/IDIQ contracts, the Contractor shall submit an AHA on task orders, with the associated proposal, whenever the service environment or required task is different from the firm-fixed-priced services.</li> </ul> <p>AHAs shall follow format of Figure 1-2 of EM 385-1-1 and shall explain the following as detailed in the EM 385-1-1:</p> <ul style="list-style-type: none"> <li>• The steps of the service process;</li> <li>• Identify potential hazards that exist as a result of the Contractor's service process within the environment;</li> <li>• Measures or plans of actions to safely remove potential hazards away from people in and around the service process and environment;</li> <li>• Specific materials and equipment necessary to safely remove potential hazards away from people in and around the service process and environment;</li> <li>• Inspection requirements to assure service activity is safe; and</li> <li>• Training of service personnel to be aware of potential hazards and measures or plans of actions to be used to remove hazards from service environment.</li> </ul> <p>During performance of services, the SSHO shall periodically review the AHA at each service site and for each sub-annex to assess the effectiveness of the Contractor's overall APP. If changes to the AHAs are required, such changes shall be submitted to the KO for review and acceptance.</p>
2.11.3	Occupational Risk and Compliance Plans	<p>The Contractor shall develop, provide and implement occupational risk and compliance plans, as specified below, as necessary for the situation or types of work to be performed under this contract. These plans shall be submitted with the APP and shall be updated as situations change. Additional plans as referenced in Appendix A of EM 385-1-1 shall be developed as applicable when new types of work are required under this contract.</p>
2.11.3.1	Alcohol and Drug Abuse Prevention Plan	<p>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</p>

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		paragraph 01.C.02 of EM 385-1-1.
2.11.3.2	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, and any other Federal, state and local regulatory standards.
2.11.3.3	Emergency Response Plans	The Contractor shall develop emergency response plans to ensure safe evacuation and personnel safety in the event of fire or other emergency that include elements addressed in paragraphs 01.E, 03.A, 03.D, and 19.A.04 of EM 385-1-1.
2.11.3.4	Fall Prevention and Protection Plan	The Contractor shall develop a site specific fall prevention and protection plan to protect and prevent its service workers from falling from heights of 1.8m (6 feet) or more. This plan shall include elements addressed in paragraph 21.C of EM 385-1-1 and ANSI A10.32, ANSI Z359.1, and ANSI/ASSE A10.34. A competent person for fall protection shall prepare and sign the plan.
2.11.3.5	Fire Prevention Program	The Contractor shall develop a fire prevention program to include a fire prevention plan and annual survey to include elements addressed in paragraph 06.C and 09.A of EM 385-1-1, NFPA 10, NFPA 241, NFPA 51B, NFPA 70, and NFPA 70E.
2.11.3.6	Respiratory Protection Program	The Contractor shall develop a respiratory protection program to include elements addressed in paragraph 05.G of EM 385-1-1 and the OSHA's respiratory protection standard specified in 29 CFR 1910.134.
2.11.4	Accident and Damage Reporting	<p>The Contractor shall notify the Contracting Officer as soon as practical, but no more than four hours after any accident meeting the definition of Recordable Injuries or Illnesses or High Visibility Accidents, property damage equal to or greater than \$2,000, or any Weight Handling Equipment (WHE) accident. Within notification include Contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (to include type of equipment used, PPE used, etc.). Preserve the conditions and evidence on the accident site until the Government investigation team arrives on-site and Government investigation is conducted.</p> <p>The Contractor shall conduct an accident investigation for recordable injuries and illnesses, for accidents requiring Medical Treatment, property damage accidents resulting in at least \$20,000 in damages, and near misses as defined in EM 385-1-1, to establish the root cause(s) of the accident. The Contractor shall complete the applicable NAVFAC Contractor Incident Reporting System (CIRS), and electronically submit via the NAVFAC Enterprise Safety Applications Management System (ESAMS) per Section J (Deliverables <a href="#">J-0200000-15</a>). Required or special forms are provided within the Forms in <a href="#">J-0200000-05</a>.</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 J (Deliverables <a href="#">J-0200000-15</a>).</p> <p>The Contractor shall conduct an accident investigation for any weight</p>

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		handling equipment accident (including rigging gear accidents) to establish the root cause(s) of the accident, complete the WHE Accident Report (Crane and Rigging Gear) form and submit per Section J (Deliverables J-0200000-15). No crane operations are allowed to proceed until cause is determined and corrective actions have been implemented to the satisfaction of the Contracting Officer. The WHE accident report form is provided within the Forms in J-0200000-05.
2.11.4.1	Accident Reporting and Notification Criteria	<p>The following criteria and definitions apply to the accident reporting requirements specified above:</p> <p>Recordable Injuries or Illnesses. Any work-related injury or illness that results in:</p> <ol style="list-style-type: none"> <li>1) Death, regardless of the time between the injury and death, or the length of the illness;</li> <li>2) Days away from work (any time lost after day of injury/illness onset);</li> <li>3) Restricted work;</li> <li>4) Transfer to another job;</li> <li>5) Medical treatment beyond first aid;</li> <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>High Visibility Accident. Any mishap which may generate publicity or high visibility.</p> <p>Medical Treatment. Treatment administered by a physician or by registered professional personnel under the standing orders of a physician. Medical treatment does not include first aid treatment even through provided by a physician or registered personnel.</p> <p>WHE Accident. A WHE accident occurs when any one or more of the eight elements in the operating envelope fails to perform correctly during operation, including operation during maintenance or testing resulting in personnel injury or death; material or equipment damage; dropped load; derailment; two-blocking; overload; or collision, including unplanned contact between the load, crane, or other objects. A dropped load, derailment, two-blocking, overload and collision are considered accidents even though no material damage or injury occurs. A component failure (e.g., motor burnout, gear tooth failure, bearing failure) is not considered an accident solely due to material or equipment damage unless the component failure results in damage to other components (e.g., dropped boom, dropped load, roll over, etc.)</p>
2.11.5	Fire Protection	The Contractor shall know where fire alarms are located and how to activate them. The Contractor shall handle and store all combustible supplies, materials, waste and trash in a manner that prevents fire or hazards to persons, facilities, and materials.
2.11.6	Facility Historical Records	Provide and maintain a cumulative record of services, repairs, and modifications performed for the systems covered under this contract. As a minimum, record and provide the following information and documentation: date of work performance, name of person and company performing work, description of work, and when applicable,

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		manufacturer's instructions, specifications and warranties. The facility historical record shall remain the property of the Government. Submit to the Contracting Officer at the end of the contract term or at termination. Upon Contracting Officer's request the Facility Historical Records shall be made available to the Government for inspection and review, within two working days of Government request.
2.11.7	Monthly On-Site Labor Report	The Contractor shall submit a Monthly On-Site Labor Report per Section J (Deliverables J-0200000-15). This report is a compilation of employee-hours worked each month for all site workers, both prime and subcontractor.
2.11.8	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 J (Deliverables J-0200000-15).
2.11.9	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 adjustments to the contract related to the stop work ordered issued. The Contractor shall include this requirement in all of its subcontracts and vendor contracts in support of contract safety.</p>
2.11.10	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 J (Deliverables J-0200000-15). These

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		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.
2.11.11	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.
2.12	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 Environmental Management System; and</li> <li>• Adhere to this policy, remind one another to do so, and ensure that our entire community knows this is our policy by our actions as well as our words.</li> </ul> <p>The Contractor shall maintain monitoring and measurement information to address the EMS goals and policy and provide the EMS Goals and Policy Measurement Information to the KO when requested. In the event an EMS nonconformance or environmental noncompliance associated with the contracted services, tasks, or actions occurs, the Contractor shall take</p>

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		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.
2.12.1	Energy Management Program	<p>The Contractor shall comply with the installation's energy management program. The Contractor PM, or designee, shall represent the Contractor's interest at all meetings of the activity's Energy Management Board.</p> <p>The Contractor shall attend periodic meetings with the Installation Energy Manager, where energy and water efficiency goals and project status will be discussed to ensure that any Contractor work complements and optimizes efficiency efforts.</p>
2.12.1.1	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.
2.12.2	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.
2.12.2.1	Non-Hazardous Waste Disposal	<p>The Contractor shall dispose all wastes in accordance with all applicable Federal, state, and local laws, regulations, and executive orders, and with base-wide instructions, standards, and permit requirements.</p> <p>All non-hazardous, non-regulated debris and rubbish resulting from the work under this contract excluding recyclable materials shall be disposed of at appropriate off installation waste handling facilities.</p> <p>All regulated, non-hazardous waste shall be disposed of in accordance with all applicable Federal, state, and local laws, regulations, and with base-wide instructions.</p>
2.12.2.2	Hazardous Waste Disposal	The Contractor shall dispose of all hazardous waste in accordance with the Resource Conservation and Recovery Act and all other applicable Federal,

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		state and local laws and regulations. No disposal of hazardous waste onboard the installation is allowed.
2.12.2.3	Spill Prevention, Containment, and Clean-up	The Contractor shall prevent, contain, clean up, and report all spills on Government property caused by the Contractor, in a manner that complies with applicable Federal, state, and local laws and regulations at no additional cost to the Government.
2.12.2.4	Hazardous Material Management	<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>
2.12.2.5	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.
2.12.2.6	Noise Control	The Contractor shall comply with all applicable Federal, state and local laws, ordinances, and regulations relative to noise control.
2.12.2.7	Salvage	All material and equipment removed or disconnected that is sound and of value shall remain the property of the Government. The Contractor shall deliver this material and equipment at the Contractor's expense to PHNSY - Bldg. 149, JBPHH or other site as requested by the KO.
2.12.2.8	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.
2.12.3	Environmentally Preferable Products	The Contractor shall procure and use products that are energy-efficient (Energy Star or Federal Energy Management Program (FEMP)-designated), water efficient, bio-based, environmentally preferable ( <i>e.g.</i> , Electronic Product Environmental Assessment Tool (EPEAT)-registered), non-ozone depleting, contain recycled content, or are non-toxic or less toxic alternatives, where such products and services meet performance requirements.
2.12.3.1	Use of Recovered Materials	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

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		<p>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/consERVE/tools/cpg/index.htm">http://www.epa.gov/epawaste/consERVE/tools/cpg/index.htm</a> ).</p> <p>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 J (Deliverables J-0200000-15), 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.</p>
2.12.3.2	Use of Biobased Products	The Contractor shall make maximum use of biobased products in accordance with the FAR Clause 52.223-2 -- AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS. Information about these products is available at <a href="http://www.usda.gov/biopREFERRED">http://www.usda.gov/biopREFERRED</a> .
2.13	Warranty Management	Prior to performing repair work, the Contractor shall report to the KO any defect in workmanship, material, or parts, and any improper installation of equipment and components that are covered by a warranty. The Contractor is responsible for knowing which equipment and components are covered by the original warranty and the warranty duration. The KO will provide available warranty documents.
2.14	FFP Work Procedures	
2.14.1	Notification to the Government for Work Above the FFP Limitations	The Contractor is fully responsible for work up to the FFP limits. FFP limits are specified in subsequent annexes or sub-annexes. When work is expected to exceed the FFP limits, the Contractor shall notify the KO within two hours of identification for further direction. The Government may issue a task order in accordance with the IDIQ portion of the contract detailed below or accomplish the work by means other than this contract.
2.14.2	FFP Exhibit Line Item Numbers (ELINs)	FFP ELINs are provided in J-0200000-10 through J-0200000-14.
2.15	IDIQ Work	IDIQ work is identified in each applicable annex or sub-annex. IDIQ work may consist of Unit Priced Task (UPT) Work (non-negotiated) and Unit Priced Labor (UPL) Work (negotiated). The Contractor shall perform all IDIQ task work as ordered by the KO per Section G. IDIQ work will consist of Unit Priced Tasks and Unit Priced Labor Work which may be ordered by the Government as separate items or in combinations of items from the IDIQ Exhibit Line Items (ELINs) provided in Section J on an as needed basis.
2.15.1	Unit Priced Labor (UPL) Work (Negotiated)	The Contractor shall perform all UPL work in accordance with the scope and delivery schedule negotiated per each task order. UPL work is defined as IDIQ work that utilizes negotiated labor hours and materials to accomplish a task not required by the fixed-price portion of the contract. UPL includes separately priced labor, material, and equipment exhibit line items. The Contractor shall prepare and furnish a detailed cost estimate identifying proposed labor, material, and equipment costs, which upon approval by the KO, becomes a FFP task order.

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2.15.1.2	IDIQ Preparation of Proposals	In response to the Government's Request for Proposal (RFP), the Contractor shall submit an IDIQ Proposal to the KO within two working days following receipt for each potential task order which includes: 1) a complete list of all tasks necessary to perform the required scope of work, 2) the number of direct labor hours to perform each task and 3) the projected quantity and costs of materials and equipment to perform the required scope of work.
2.15.1.2.1	Labor Requirements	Accepted industry time standards published in R. S. Means cost data, industry organizations, and similar estimating sources shall be used for determining the number of direct labor hours required to complete the scope of work. The total labor cost will be determined by totaling the number of direct labor hours and then multiplying by the UPL amount in the IDIQ Exhibit Line Items (ELINs) provided in Section J.
2.15.1.2.2	Material and Equipment Requirements	Accepted industry and Government material and equipment costs published in R. S. Means cost data, national material supplier catalogues, U.S. Army Corps of Engineers Construction Equipment Ownership and Operating Expense Schedule (EP 1110-1-8), equipment rental catalogues, and similar estimating sources shall be used for determining customary and reasonable costs for the material and equipment estimate. Projected material requirements shall include a list of materials establishing the size, quality, number of units, and unit prices. Pre-expended bin supplies and materials shall not be included in the list of materials since the cost for these items are to be included in the labor hour unit price. Material prices shall be the lowest price available considering the availability of materials and the time constraints of the job. The direct material price shall include all discounts and rebates for core value and salvage value that accrue to the Contractor and Contractor-furnished warehousing cost. Equipment costs shall include rental and lease costs, ownership costs where Contractor-owned, equipment mobilization, and tools, not priced under the FFP portion of the contract.
2.15.1.3	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.
2.15.2	IDIQ ELINS	IDIQ ELINs are provided in <a href="#">J-0200000-10</a> through <a href="#">J-0200000-14</a> .

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<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 Facility Investment services for RUGID SCADA SYSTEM MAINTENANCE at various locations, Oahu, Hawaii. Services consist of on-site maintenance and technical assist and services on SCADA central and remote monitoring equipment and software. On-site maintenance includes calibration, cleaning, inspection, testing, and software updates and modifications. Technical assist and services includes assistance to Government personnel during maintenance and operational testing of the RUGID SCADA system. The RUGID SCADA system monitors and controls the potable water system.
1.1	Concept of Operations	<p>The intent of 1502000 Facility Investment is to specify the requirements for Sustainment, Restoration, and Modernization (SRM) sub-functions only. The Facility Investment requirements within this sub-annex primarily consist of infrastructure sustainment and minimal restoration and modernization work. Sustainment is the maintenance and repair necessary to keep an inventory of facilities and other assets in good working order. Restoration and modernization normally consists of major rehabilitation and capital improvements that is accomplished through other Navy programs. Some major repair, minor construction and stand-alone demolition may be accomplished as part of Facility Investment.</p> <p>The Contractor shall perform maintenance, repair, alteration, demolition and minor construction for the following:</p> <p>-Maintenance and Technical Assist and Services of the SCADA central and remote monitoring equipment and software.</p>

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2	Management and Administration	
2.1	Personnel	The Contractor shall provide personnel with the qualifications, technical knowledge, experience and skills required for efficient operations within the FI function.
2.2	Special Requirements	
2.2.1	Workmanship and Material Standards	<p>The Contractor shall be responsible for maintaining all facilities, systems, and equipment, identified in this technical sub-annex, to a standard that prevents deterioration beyond that which results from normal wear and tear and corrects deficiencies in a timely manner to assure full life expectancy of the facilities, systems, and equipment. Best commercial practices shall be applied in the performance of work. All work shall be completed per approved and accepted industry and equipment manufacturers’ standards and shall comply with building and safety codes, applicable activity, local, state, and federal regulations, and other technical requirements identified within this technical sub-annex.</p> <p>Workmanship for maintenance and repair shall include all work necessary to complete facility and system restoration, including touch-up painting and operational checks. Upon completion of work, the Contractor shall ensure all facilities, systems, and equipment are free of missing components or defects which would affect the safety, appearance, or habitability of the facilities and structures or would prevent any electrical, mechanical, plumbing or structural system from functioning in accordance with design intent. Repairs shall be made in accordance with the manufacturers’ specifications and guidelines, and standard building codes. The quality of repairs shall meet the applicable standards and shall prevent any malfunction reoccurrences caused by poor workmanship or other contractor inadequacies. The quality of the repaired areas shall be fully compatible with adjacent surfaces or equipment. Except where otherwise specified, replacements shall match existing in dimensions, finish, color, design, and functionality and shall have an appearance similar to the original finished appearance with only minor unobjectionable deterioration resulting from normal use.</p> <p>The Contractor shall not allow debris to spread unnecessarily into adjacent areas nor accumulate in the work area. All such debris, excess material, and parts shall be cleaned up and removed at the completion of the job and at the end of each day work is in progress. Upon completion of work, any stains and other unsightly marks shall be removed.</p>
2.2.2	Historical Preservation	Buildings and facilities designated as historical sites shall be maintained in accordance with Federal, state and local historical policies and regulations.

<b>1502000 – Facility Investment</b>				
<b>Spec Item</b>	<b>Title</b>	<b>Performance Objective</b>	<b>Related Information</b>	<b>Performance Standard</b>
3	FFP Work	<p>The Contractor shall maintain, repair, and alter the RUGID SCADA system to ensure they are fully functional and in normal working condition.</p> <p>Perform on-site maintenance and services; provide technical assist; and create/program, modify and update system software to ensure that RUGID SCADA system remains in a fully operable and safe condition – minimizing breakdowns and maximizing the useful life of the system.</p>	<p>The Contractor shall develop, implement, and execute a Maintenance Program to maintain and repair the RUGID SCADA system.</p> <p>The Contractor shall provide all necessary test instruments, equipment, and tools required to perform maintenance and repair.</p> <p>Location / Site maps are provided in <a href="#">J-0200000-06</a>.</p> <p>The Contractor shall create and/or manage a Windows© based Oracle© database or equivalent program which records and extracts field collected SCADA data that provides both numerical and geographical outputs. The program shall meet or exceed the requirements listed in <a href="#">J-0200000-16</a>.</p>	<p>RUGID SCADA systems are in normal working condition and function properly in accordance with specified standards, including the following equipment, hardware and computer software/programs.</p> <p>-RUGID Computers Rug3,5,6,7,&amp; 9</p> <p>-RUGID Computer WiFi</p> <p>-Modicon (Schneider) PLC</p> <p>-Wonderware Intouch</p> <p>-EZ-Automation Touch Panels</p> <p>-PWC Recordall for Oracle (*or equivalent)</p> <p>-PWC Extract for Oracle (*or equivalent)</p> <p>*For equivalency requirements, refer to <a href="#">J-0200000-16</a>.</p>
3.1	Maintenance and Services	<p>The Contractor shall develop and implement a Maintenance and Service program, which shall include a scheduled plan to ensure proper operation, to minimize breakdowns, and to maximize useful life.</p> <p>The Contractor shall schedule two site visits over a 12-month contract period.</p>	<p>The Contractor shall develop and submit a Maintenance and Services Schedule to the Contracting Officer (Refer to Section 0200000, Spec Item 2.6.5, paragraph entitled “Scheduled Maintenance and Services” for the full requirements of this plan).</p> <p>Site visits shall be at an interval of approximately six months and remain on-site for a minimum of five full working days per visit.</p>	<p>Maintenance is accomplished in accordance with the Contractor’s maintenance program plan and work schedule.</p> <p>Maintenance is performed in accordance with manufacturers’ recommended procedures and OEM standards.</p> <p>Facilities shall show no degradation in appearance and</p>

<b>1502000 – Facility Investment</b>				
<b>Spec Item</b>	<b>Title</b>	<b>Performance Objective</b>	<b>Related Information</b>	<b>Performance Standard</b>
				<p>performance, other than for normal and acceptable wear and tear, for the life of the contract.</p> <p>Scheduled services (as stated in the Contractor's Maintenance and Services Plan) performed and completed within the times stated in the Plan.</p>

<b>1502000 – Facility Investment</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 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.	
4.1	Unit Priced Labor Work	Unit Priced Labor work shall be based on labor hours. The rate includes all direct and indirect costs associated with performing a standard hour of work (i.e., but is not limited to, all charges for labor, equipment, tools, overhead, transportation, profit, taxes, insurance, licenses, permits, records, inspection, and development of work scope and proposals).		Timely and quality accomplishment.
4.2	Parts and Materials	Provide parts and materials.		Quality product and cost substantiated.

## Section E - Inspection and Acceptance

ACCEPTANCE

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

## CLAUSES INCORPORATED BY FULL TEXT

## 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

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

The Contractor shall perform all of the contract requirements. The Government will inspect and assess Contractor performance in accordance with FAR 52.246-4, INSPECTION OF SERVICES - FIXED PRICE and the Section E provision entitled GOVERNMENT PERFORMANCE ASSESSMENT. The Government will require re-

performance, withhold payment, or seek other suitable consideration for unsatisfactory or non-performed work. When defects can't be corrected by re-performance, the Government may reduce the price to reflect the reduced value of services performed.

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

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

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

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

(4) may, at its option, perform the work by Government personnel or by other means. The Government will reduce the amount of payment to the Contractor, by the amount paid to any Government personnel (based on wages, retirement and fringe benefits) plus material, or by the actual costs incurred to accomplish the work by other means. If the actual costs cannot be readily determined, the prices set out in the Schedule will be used as the basis for the deduction. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 20 percent of the computed cost.

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

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

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

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

**PERFORMANCE EVALUATION MEETING**

a. The Contractor shall meet with the Government's representative at the discretion of the Contracting Officer. A mutual effort will be made to resolve all problems identified. The written minutes of these meetings, prepared by the Government, shall be signed by the Contractor's representative and the Government's representative. Should the Contractor not concur with the minutes, the Contractor shall state, in writing, to the Contracting Officer any areas of disagreement.

ATTACHMENT E-1

**SERVICES, INFORMATION TECHNOLOGY, AND OPERATIONS SUPPORT  
CPAR FORM**

FOR OFFICIAL USE ONLY (When Filled In)

<b>CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR) -</b> <i>(Source Selection Sensitive Information)(See FAR 3.104)</i>										<b>SERVICES INFORMATION TECHNOLOGY OPERATIONS SUPPORT</b>					
1. NAME/ADDRESS OF CONTRACTOR (Division)				2.	INITIAL	INTER-MEDIATE	FINAL REPORT	ADDENDUM							
				3. PERIOD OF PERFORMANCE BEING ASSESSED											
CAGE CODE		DUNS+4 NUMBER		4a. CONTRACT AND ORDER NUMBER				4b. DoD BUSINESS SECTOR & SUB-SECTOR							
FSC OR SERVICE CODE		SIC Code		5. CONTRACTING OFFICE (ORGANIZATION AND CODE)											
6. LOCATION OF CONTRACT PERFORMANCE (If not in item 1)				7a. CONTRACTING OFFICER				7b. PHONE NUMBER							
				8. CONTRACT AWARD DATE				9. CONTRACT COMPLETION DATE							
				10. N/A											
				11. AWARDED VALUE				12. CURRENT CONTRACT DOLLAR VALUE							
				13.				COMPETITIVE				NON-COMPETITIVE			
14. <b>CONTRACT TYPE</b>															
	FFP		FPI		FPR		CPFF		CPIF		CPAF		MIXED		OTHER
15. KEY SUBCONTRACTORS AND DESCRIPTION OF EFFORT PERFORMED															
16. PROGRAM TITLE AND PHASE OF ACQUISITION (If applicable)															
17. CONTRACT EFFORT DESCRIPTION (Highlight key components, technologies and requirements; key milestone events and major modifications to contract during this period.)															
												CURRENT RATING			
18. EVALUATE THE FOLLOWING AREAS			PAST Rating	Unsatisfactory	Marginal	Satisfactory	Very Good	Exceptional	N/A						
a. QUALITY OF PRODUCT OR SERVICE															
b. SCHEDULE															
c. COST CONTROL															
d. BUSINESS RELATIONS															
e. MANAGEMENT OF KEY PERSONNEL *															
f. OTHER AREAS															
(1)															
(2)															

FOR OFFICIAL USE ONLY (When Filled In)

\* Not applicable to Operations Support

ATTACHMENT E-1

**SERVICES, INFORMATION TECHNOLOGY, AND OPERATIONS SUPPORT  
CPAR FORM (continued)**

FOR OFFICIAL USE ONLY (When Filled In)

19. N/A		
20. PROGRAM MANAGER (OR EQUIVALENT INDIVIDUAL) RESPONSIBLE FOR PROGRAM, PROJECT, OR TASK/JOB ORDER EXECUTION NARRATIVE (SEE PARA. 1.3)		
21. TYPE NAME AND TITLE OF PROGRAM MANAGER (SEE PARA. 1.3)	ORGANIZATION & CODE	PHONE NUMBER
SIGNATURE	DATE	
22. CONTRACTOR COMMENTS (Contractor's Option)		
23. TYPE NAME AND TITLE OF CONTRACTOR REPRESENTATIVE	PHONE NUMBER	
SIGNATURE	DATE	
24. REVIEW BY REVIEWING OFFICIAL (Comments Optional)		
25. TYPE NAME AND TITLE OF REVIEWING OFFICIAL	ORGANIZATION AND CODE	PHONE NUMBER
SIGNATURE	DATE	

FOR OFFICIAL USE ONLY (When Filled In)

## Section F - Deliveries or Performance

PERFORMANCE PERIOD OF CONTRACT

- a. The contract term shall be for a period of one calendar year commencing on September 1, 2015, at 12:01 a.m. If award is not made by August 2, 2015, Contractor shall start work 30 calendar days after award. Upon mutual agreement of the Government and the Contractor, the term of the contract may commence within a shorter period than the 30 calendar days stated.
- b. The Government has the option to extend the term of the contract in accordance with the OPTION TO EXTEND THE TERM OF THE CONTRACT clause in Section I.
- c. The option year price shall be at prices bid for each option period. The Government will adjust the Service Contract Act prices, based on new Department of Labor Wage Determination rates. The Contractor shall not include any allowance for any contingency to cover increased cost for which adjustment is provided under FAR Clause 52.222-43.
- d. Should the Contracting Officer modify the firm fixed-price portion of the contract under the CHANGES - FIXED PRICE (ALTERNATE II) clause, or exercise an option less than twelve months duration, the modified total becomes the minimum guarantee.

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-SEP-2015 TO 31-AUG-2016	N/A	N/A FOB: Destination	
0002	POP 01-SEP-2015 TO 31-AUG-2016	N/A	N/A FOB: Destination	
0003	POP 01-SEP-2016 TO 31-AUG-2017	N/A	N/A FOB: Destination	
0004	POP 01-SEP-2016 TO 31-AUG-2017	N/A	N/A FOB: Destination	
0005	POP 01-SEP-2017 TO 31-AUG-2018	N/A	N/A FOB: Destination	
0006	POP 01-SEP-2017 TO 31-AUG-2018	N/A	N/A FOB: Destination	
0007	POP 01-SEP-2018 TO 31-AUG-2019	N/A	N/A FOB: Destination	
0008	POP 01-SEP-2018 TO 31-AUG-2019	N/A	N/A FOB: Destination	

0009	POP 01-SEP-2019 TO 31-AUG-2020	N/A	N/A FOB: Destination	
0010	POP 01-SEP-2019 TO 31-AUG-2020	N/A	N/A FOB: Destination	
9000	N/A	N/A	N/A	N/A
9001	N/A	N/A	N/A	N/A
9002	N/A	N/A	N/A	N/A
9003	N/A	N/A	N/A	N/A
9004	N/A	N/A	N/A	N/A

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.242-15 STOP-WORK ORDER (AUG 1989)

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

(1) Cancel the stop-work order; or

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

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

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

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

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

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

(End of clause)

## 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

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

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

(End of clause)

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

Within 15 days of contract award, prior to commencement of the work, the Contractor will meet in conference with representatives of the Contracting Officer, at a time to be determined by the Contracting Officer, to discuss and develop mutual understanding relative to scheduling and administering work.

## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY FULL TEXT

## 252.204-0001 LINE ITEM SPECIFIC: SINGLE FUNDING. (SEP 2009)

The payment office shall make payment using the ACRN funding of the line item being billed.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS  
(JUNE 2012)

(a) Definitions. As used in this clause–

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(4) Receiving report means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when–

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted

vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

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

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

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

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

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

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

Navy Construction/Facilities Management Invoice

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

Not applicable.

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

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N68732
Issue By DoDAAC	N62478
Admin DoDAAC	N62478
Inspect By DoDAAC	N62478
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	N62478
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

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

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

Navfachi\_FSC\_CONT@navy.mil

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

Ms. Jennifer Hue  
 Email: Jennifer.hue@navy.mil  
 Phone No.: (808) 474-1262

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

(End of clause)

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

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

5252.216-9306 PROCEDURES FOR ISSUING ORDERS (NOV 2009)

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

(b) Except in emergency situations, only a Contracting Officer may modify task/delivery orders. An Ordering Officer, when authorized by the designation official (Contracting Officer), may issue modifications to task/delivery orders only during an emergency. Modifications to task/delivery orders will be issued on a Standard Form (SF 30). Task orders may be modified orally by the Ordering Officer in emergency circumstances. Oral modifications will be confirmed in writing by issuance of a SF 30 within two (2) working days from the time the oral direction is issued. (End of clause)

5252.242-9300, GOVERNMENT REPRESENTATIVES (OCT 1996)

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

X(1) The Contracting Officer's Representative (COR) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.

X(2) The designated Contract Specialist will be the Administrative Contracting Officer's representative on all other contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or task/delivery orders.

\_\_\_(3) The designated Property Administrator is the Administrative Contracting Officer's representative on property matters. The Property Administrator should be contacted regarding all matters pertaining to property administration.

ELECTRONIC COMMERCE

The Government may issue documents using electronic commerce methods such as electronic mail ("email") and facsimile ("fax") in lieu of mailing. Examples of such documents include, but are not limited to, general correspondence; direction letters; Request for Proposals; Task Orders; and contract modifications. The Government will use the email address and/or fax number provided by the contractor. The contractor is responsible for providing the government with current and accurate information. If the Government issues the documents via email, successful transmission of the document, as evidenced by the "Sent" date shown on the Government's email system, will constitute official issuance of the document. The date and time recorded on the "Sent" email will be the official date and time of receipt by the contractor. If the Government issues the documents via fax, successful transmission of the document, as evidenced by the fax confirmation report, will constitute official issuance of the document. The date and time recorded on the fax confirmation report will be the official date and time of receipt by the contractor.

INVOICING INSTRUCTIONS

The Contractor shall submit invoices monthly, unless otherwise approved, to the Contracting Officer for services performed. Payment will be based on invoices submitted by the Contractor for satisfactorily completed work. The contractor shall complete a Certificate of Conformance as shown below and submit it with each invoice. Invoices will be processed for payment upon verification of work actually performed and (1) receipt of required contractor submittals and (2) a copy of a signed certificate of conformance. Invoices shall be submitted using Attachment J-0200000-04. Invoices for indefinite quantity work shall be submitted with a copy of the task order(s) attached.

CERTIFICATE OF CONFORMANCE

I certify that on \_\_\_\_\_ [*insert date*], the \_\_\_\_\_ [*insert Contractor's name*] furnished the supplies or services called for by Contract No. \_\_\_\_\_ in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements and are in the quantity shown on this or on the attached document.

Date of Execution: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

PAYMENT

a. The Government will base payment on invoices submitted by the Contractor for satisfactorily completed work. Payment will be subject to reduction for overpayments or increase of underpayments on preceding payments to the Contractor.

b. The obligation of the Government to make any of the payments required under any of the provisions of this contract will, in the discretion of the Contracting Officer, be subject to (1) reasonable

deductions on account of defects in material or workmanship, and (2) any claims which the Government may have against the Contractor under this contract.

**LISTING OF LABOR HOURS**

At the end of the base and option periods, the Contractor shall submit to the Contracting Officer a listing of labor hours utilized for each class of employee for the base or option period. The Contractor may use the information required under FAR Clause 52.222-41, paragraph titled "Records." Failure to submit this listing of labor hours may delay wage adjustments under the Service Contract Act.

## Section H - Special Contract Requirements

### COMBINATION FIRM FIXED-PRICE/INDEFINITE QUANTITY CONTRACT

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

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

(c) Delivery or performance shall be made only as authorized by orders issued in accordance with DFARs clause 252.216-7006. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to the contract stated maximum. The minimum guarantee of work to be ordered is the firm fixed-price portion of the contract.

(d) Except for any limitations on quantities in the FAR clause 52.216-19 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.

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

### MAXIMUM QUANTITIES

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

### WARRANTY OF SERVICES

a. This clause supersedes the "WARRANTY OF SERVICES" clause in Section I for all maintenance work provided under the contract. The "WARRANTY OF SERVICES" clause in Section I shall apply to all other services provided under this contract.

b. The Contractor shall warrant all work against defects in material and workmanship for one year from the date of Government acceptance. The Contractor shall correct any defects in material or workmanship or any recurring maintenance problems caused by defects in material or workmanship within the warranty period by repair or replacement of the equipment or appliance at no additional cost to the Government. If the defect results in any damage to Government or private property, the damage shall be corrected by repair or replacement at the option of the owner, at no additional cost to the Government.

## CLAUSES INCORPORATED BY FULL TEXT

## 5252.216-9316 UNDEFINITIZED TASK/DELIVERY ORDERS (OCT 2007)

(a) Prior to the issuance of a task/delivery order under this contract, it is anticipated that the government and the contractor will reach agreement on the price or total cost and fee (if applicable) for the services to be provided under the order. The Contracting Officer may authorize commencement of work prior to final agreement on cost or price. In such case, the contractor shall immediately commence performance of the services specified in the order and shall submit a pricing proposal within 15 days of receipt of the order. Upon completion of negotiations, the final negotiated cost or price will be set forth in a supplemental agreement that is executed by the contractor and the Contracting Officer. Failure to agree upon the cost or price shall be considered a dispute subject to the Disputes clause of this contract.

(b) Undefinitized task/delivery orders shall indicate a "not to exceed" amount for the order; however, such amount shall not exceed 50 percent of the estimated cost of the order. The order shall only require the Contracting Officer's signature, but shall also comply with all other order requirements. Undefinitized task/delivery orders shall indicate the date by which the government anticipates that the cost or price of the order will be definitized. (End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

## 5252.223-9301, WILDLIFE PRESERVATION (JUN 1994)

Before commencing work that may disturb wildlife, the Contractor shall obtain all necessary state, local and federal permits.

## CLAUSES INCORPORATED BY FULL TEXT

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

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

## CLAUSES INCORPORATED BY FULL TEXT

## RAPIDGATE PROGRAM

Commander, Navy Installations Command (CNIC) BASE ACCESS

Effective 05 July 2011, CNIC has implemented the option use of the RAPIDGate Program in accordance with CNIC-directed Navy Commercial Access Control System (NCACS) guidelines for all new and existing vendors, contractors, suppliers and service providers who are not authorized a Command Access Card (CAC). The RapidGate Program is intended to help maintain a safe and secure installation and offer a solution that will also provide streamlined credentialing for installation access.

Participants who choose to pay the annual RapidGate fee and participate in this access control program will be enrolled, vetted, credentialed and have their access privileges to CNIC installations electronically and regularly updated, verified, and documented upon each ingress at all CNIC perimeter entry control points. Those who choose not to participate in the program may request a traditional pass, but only one-day passes will be issued at the Pass and Identification (PID) Offices.

To enroll your company in the RAPIDGate Program, call the RAPIDGate Customer Service Team at 1-877-RAPIDGate (1-877-727-4342). If your company has been approved for enrollment and paid the enrollment fee, instruct your employees who need access to the base to register at the self-service registration station located at Joint Base Pearl Harbor-Hickam (JBPHH), the Wahiawa Annex, or West Loch Annex PID Offices. All prime contractors are responsible for their sub-contractors enrolling in the RAPIDGate Program.

Employees register at onsite registration stations located at JBPHH, the Wahiawa Annex, or West Loch Annex PID Offices. Each employee should be ready to provide your company's RAPIDGate company code, his or her address, phone number, date of birth, and Social Security number. The Registration Station will capture the employee's photograph for badging and fingerprints for identity verification.

The RAPIDGate Program performs background screening and credentialing. Once your company has approved each employee for participation and paid the registration fee, the RAPIDGate Program performs identity authentication and background screening. Your company will be notified when qualified employees may pick up their personalized RAPIDGate credentials at the PID Office where they registered. To retrieve a credential, each employee must show proof of identity by presenting one form of identification from List A or two forms of identification from List B.

After activating their RAPIDGate credentials, employees present their credentials to request entry to the base and must wear and display the credentials at all times while on the installation.

List A – One Needed
- U.S. Passport (unexpired)
- Permanent Resident Card or Alien Registration Receipt Card (Form I-551)
- Unexpired foreign passport, with I-551 stamp or attached Form I-94 indicating unexpired employment authorization
- Unexpired Employment Authorization Document that contains a photograph (Form I-766, I-688, I-688A, I-688B)
Or
List B – Two Needed
- Driver's license or ID card issued by a state
- ID Card issued by federal, state or local government agencies or entities
- School ID card with a photograph
- Voter's registration card
- U.S. Military card or draft record
- Military Dependent's ID card
- U.S. Coast Guard Merchant Mariner Card
- Native American tribal document
- Diver's license issued by a Canadian government authority
- U.S. Social Security card issued by the Social Security Administration
- Certification of Birth Abroad issued by the Department of State (Form FS-545 or Form DS-1350)

- Original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying possession of the United States bearing an official seal
- U.S. Citizen ID Card (Form I-197)
- ID Card for use of Resident Citizen in the United States (Form I-179)
- Unexpired employment authorization document issued by DHS (other than those in List A)

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.207-3	Right of First Refusal of Employment	MAY 2006
52.208-9	Contractor Use of Mandatory Sources of Supply or Services	MAY 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	DEC 2014
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-21 Alt I	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications (Oct 2010) - Alternate I	OCT 2010
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015

52.222-26	Equal Opportunity	APR 2015
52.222-35	Equal Opportunity for Veterans	JUL 2014
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	JUL 2014
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	AUG 2013
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-13	Accident Prevention	NOV 1991
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.244-2	Subcontracts	OCT 2010
52.245-1	Government Property	APR 2012
52.245-2	Government Property Installation Operation Services	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-64	Preference for Privately Owned U.S. - Flag Commercial Vessels	FEB 2006
52.248-1	Value Engineering	OCT 2010
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984

252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7004	Display of Fraud Hotline Poster(s)	JAN 2015
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	DEC 2014
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Nov 2014)	NOV 2014
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7993 (Dev)	Prohibition on Contracting with the Enemy (Deviation)	SEP 2014
252.232-7007	Limitation Of Government's Obligation	APR 2014
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7023	Continuation of Essential Contractor Services	OCT 2010
252.239-7000	Protection Against Compromising Emanations	JUN 2004
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAR 2015
252.247-7023	Transportation of Supplies by Sea	APR 2014

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)

(a) If the Government receives information that a contractor or a person has violated 41 U.S.C. 2102-2104, Restrictions on Obtaining and Disclosing Certain Information, the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct violates 41 U.S.C. 2102 for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct punishable under 41 U.S.C. 2105(a).

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

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

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

(a) The Schedule (excluding the specifications).

(b) Representations and other instructions.

(c) Contract clauses.

(d) Other documents, exhibits, and attachments.

(e) The specifications.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

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

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one unit, 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 \$150,000.00;

(2) Any order for a combination of items in excess of \$150,000.00; or

(3) A series of orders from the same ordering office within three working 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 three working days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract 30 calendar days after expiration of the contract.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

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

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and

(3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

#### 52.222-41 SERVICE CONTRACT LABOR STANDARDS (MAY 2014)

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

"Contractor," when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of 41 U.S.C. chapter 67, Service Contract Labor Standards and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the

wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject

to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) **Obligation to Furnish Fringe Benefits.** The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) **Minimum Wage.** In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) **Successor Contracts.** If this contract succeeds a contract subject to the Service Contract Labor Standards statute under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) **Notification to Employees.** The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of 41 U.S.C. 6703 and of this contract.

(h) **Safe and Sanitary Working Conditions.** The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) **Records.** (1) The Contractor and each subcontractor performing work subject to the Service Contract Labor Standards statute shall make and maintain for 3 years from the completion of the work, and make them available for

inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Service Contract Labor Standards statute --

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Service Contract Labor Standards statute all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under the Service Contract Labor Standards statute may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Service Contract Labor Standards statute all or part of the wages or fringe benefits due under the Service Contract Labor Standards statute, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Service Contract Labor Standards statute.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Service Contract Labor Standards statute are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification.

(1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under 41 U.S.C. 6706.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under 41 U.S.C. 6706.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to 41 U.S.C. 6707 prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by 41 U.S.C. 6703(1) without diminishing any fringe benefits or cash payments in lieu thereof required under 41 U.S.C. 6703(2), in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, persons with disabilities, and disabled clients of work centers under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the statute for the employment of apprentices, student-learners, persons with disabilities, or disabled clients of work centers not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two statutes, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by 41 U.S.C. 6703(1), in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision--

- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
- (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
- (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Labor Standards minimum wage through the combination of direct wages and tip credit; and
- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of 41 U.S.C. 6707(c).

Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

#### 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

Basic Hourly Wage

Computer Systems Analyst II	\$33.21
Electronics Technician, Maintenance II	\$28.25

## FRINGE BENEFITS (All classifications)--

Health and insurance - contribution of 5.1 percent of basic hourly rate.

Retirement - contribution of 7 percent of basic hourly rate.

10 paid holidays: New Year's Day, Martin Luther King, Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

Paid annual leave (vacation). Two hours of annual leave each week for an employee with less than three years of service; three hours of annual leave each week for an employee with three but less than 15 years of service; four hours of annual leave each week for an employee with 15 or more years of service.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

## 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 2014)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Labor Standards statute, (41 U.S.C. chapter 67), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

(End of clause)

#### 52.222-99 ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS (DEVIATION 2014-O0017) (JUNE 2014)

This clause implements Executive Order 13658, Establishing a Minimum Wage for Contractors, dated February 12, 2014, and OMB Policy Memorandum M-14-09, dated June 12, 2014.

(a) Each service employee, laborer, or mechanic employed in the United States (the 50 States and the District of Columbia) in the performance of this contract by the prime Contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the Contractor and service employee, laborer, or mechanic, shall be paid not less than the applicable minimum wage under Executive Order 13658. The minimum wage required to be paid to each service employee, laborer, or mechanic performing work on this contract between January 1, 2015, and December 31, 2015, shall be \$10.10 per hour.

(b) The Contractor shall adjust the minimum wage paid under this contract each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all service employees, laborers, or mechanics subject to the Executive Order beginning January 1 of the following year. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.

(c) The Contracting Officer will adjust the contract price or contract unit price under this clause only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Contracting Officer shall consider documentation as to the specific costs and workers impacted in determining the amount of the adjustment.

(d) The Contractor Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (c) of this clause, and will not provide price adjustments under this clause that result in duplicate price adjustments with the respective clause of this contract implementing the Service Contract Labor Standards statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act).

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

(2) Submit this estimate to

Commanding Officer  
Naval Facilities Engineering Service Center  
Code 432WE  
560 Center Drive  
Port Hueneme, CA 93043-4328

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

Funds are not presently available for performance under this contract beyond 30 September of the current fiscal year . 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 30 September of the current fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

## 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the SAM database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the SAM database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal

Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the SAM database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the SAM database.

(End of Clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2015)

(a) Definitions.

"Commercial item", has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509), if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

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

(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 (Jul 2014) (38 U.S.C. 4212(a));

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employments Reports on Veterans (Jul 2014) (38 U.S.C. 4212).

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

(x) (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).

(xi) 52.222-55, Establishing a Minimum Wage for Contractors (E.O. 13658) (Dec 2014).

(xii) 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).

(xiii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013), if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.246-20 WARRANTY OF SERVICES (MAY 2001)

(a) Definition.

"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 30 calendar days from the date of acceptance by the Government. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperfomed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

Federal Acquisition Regulation (FAR):  
<http://farsite.hill.af.mil/VFFARA.HTM>

Defense Acquisition Regulation Supplement (DFARS):  
<http://farsite.hill.af.mil/VDFDARA.HTM>

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

## 252.203-7999 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2015-O0010)(FEB 2015)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect. (c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

## 252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from commencement of the contract through the completion or termination date of the contract..

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

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

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

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

(End of Clause)

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

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

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

(End of clause)

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

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

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

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

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

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

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

(i) Noncommercial items; or

(ii) Commercial items that--

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

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

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

(End of clause)

#### 5252.201-9300, CONTRACTING OFFICER AUTHORITY (JUN 1994)

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

#### 5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

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

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

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

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

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

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

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

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

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

#### 5252.232-9000, SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)

(a) "Invoice" as used in this clause does not include contractor requests for progress payments.

(b) The contractor shall submit original invoices with copies to the address identified in the solicitation/ contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

a separate invoice for each activity designated to receive the supplies or services.

a consolidated invoice covering all shipments delivered under an individual order.

either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

#### 5252.245-9300 GOVERNMENT-FURNISHED PROPERTY, MATERIALS AND SERVICES (FEB 2009)

In accordance with FAR clause 52.245-1, Government Property (JUN 2007), Section I, the Government will provide the Contractor the use of Government-owned equipment and utilities for use only in connection with this contract. All such equipment will be provided in "as is" condition and their use is at the option of the Contractor. The use of Government-furnished property and services for other purposes is prohibited.

(a) Government-Furnished Equipment. The Government will provide the Contractor the use of existing and available Government-owned equipment as listed in Attachment J-0200000-07.

(1) The Contractor shall provide periodic servicing, maintenance, and repair of the equipment accepted for use. Servicing, maintenance, and repair shall be provided in accordance with the manufacturer's recommendations, and records of all work performed shall be maintained and made available to the Contracting Officer upon request.

(2) The total or partial breakdown or failure of the Government-furnished equipment shall not relieve the Contractor of responsibility to fully perform the work of the contract. Upon completion or termination of the contract, all Government-owned equipment shall be returned to the Government in the same condition as received, except for normal wear and tear. Equipment which becomes worn out due to normal wear and tear shall be returned to the Government and its replacement shall be the responsibility of the Contractor at no additional cost to the Government. The Contractor shall be responsible for the cost of any repairs or replacement caused by negligence or abuse.

(3) The Contractor and the Contracting Officer shall conduct a joint inventory before commencing work under this contract to determine the exact number and serviceability of Government-furnished equipment. The Contractor shall then certify the findings of this inventory, assume accounting responsibility, and subsequently report inventory discrepancies to the Contracting Officer. Government-furnished equipment shall not be removed from the military base/facility unless approved by the Contracting Officer in writing.

(b) Availability of Utilities. The Government will furnish utilities as indicated in Section 0200000.

SECTION J  
DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS  
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J-0200000-05	FORMS
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J-0200000-07	RUGID STATION ASSIGNMENTS
J-0200000-08	PHNSY SECURITY REQUIREMENTS
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J-0200000-10	EXHIBIT LINE ITEM NUMBERS, EXHIBIT A CLIN 9000
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J-0200000-16	RUGID SCADA COMPUTER PROGRAM AND DATABASE 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.
Coefficient	A numerical factor that represents costs (generally indirect costs) not considered to be included in unit prices (e.g., general and administrative and other overhead costs, insurance costs, bonding and alternative payment protection costs, protective clothing, equipment rental, sales tax and compliance with tax laws, and also contractor's profit).
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.
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.
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.
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.

ATTACHMENT J-0200000-01  
DEFINITIONS AND ACRONYMS

Definition	Description
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	Semiannual (SA). Services performed twice during each 12-month period of the contract at intervals of 160 to 200 calendar days.
Government Furnished Property (GFP)	Property in the possession of, or directly acquired by, the Government and subsequently furnished to the contractor for performance of a contract. Government furnished property includes, but is not limited to, spares and property furnished for repairs, maintenance, overhaul, or modification. Government furnished property also includes contractor acquired property if the contractor acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.
Infrastructure Condition Assessment Program (ICAP)	A Navy automated data management program that utilizes historical asset lifecycle data and a structured assessment process to evaluate the condition facilities and their components.
Inspection	A rigorous, detailed assessment of the condition of a facility performed to generate a fundable scope and cost estimate for prioritization and funding of maintenance and repair.
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.
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)	That individual designated by the KO to be responsible for the monitoring of Contractor performance.
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

ATTACHMENT J-0200000-01  
DEFINITIONS AND ACRONYMS

Definition	Description
Preventative Maintenance	A maintenance program that includes scheduled inspections, adjustments, tuning, and repairs in an attempt to maintain equipment, machines, systems, etc. in a good and safe operational condition.
Quality Assurance (QA)	The planned and systematic activities implemented in a quality system so that quality requirements for a product or service will be fulfilled.
Quality Control (QC)	The observation techniques and activities used to fulfill requirements for quality.
R. S. Means	A data collection and organization system developed by R. S. Means Company which can be used to prepare accurate, dependable construction estimates and budgets in a variety of ways. The Contractor shall use the latest edition. Material prices are based on a national average and computed labor costs are based on a 30-city national average. An estimate prepared using this data is called a "Means estimate"; data may simply be referred to as "Means".
Real Property Inventory Equipment (RPIE)	A Government owned or leased individual pieces of equipment, apparatus, or fixture that are essential to the function of the real property (i.e. plumbing, electrical, heating, cooling and elevators). It is physically attached to, integrated into, and built in or on the property. Individual RPIE's can be combined to make a CIMU to facilitate facilities management. An individual RPIE can also be a CIMU if the equipment is complex enough to require its own management planning.
Remote Terminal Unit	A microprocessor-controlled electronic device that interfaces objects in the physical world to a distributed control system or SCADA (supervisory control and data acquisition) system by transmitting telemetry data to a master system, and by using messages from the master supervisory system to control connected objects.
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.
Supervisory Control and Data Acquisition (SCADA)	A system operating with coded signals over communication channels so as to provide control of remote equipment (using typically one communication channel per remote station). The control system may be combined with a data acquisition system by adding the use of coded signals over communication channels to acquire information about the status of the remote equipment for display or for recording functions.
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

<b>Acronym</b>	<b>Title</b>
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
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
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
PM	Project Manager
PM	Planned Maintenance or Preventative Maintenance
PRCSP	Permit Required Confined Space Program
PWS	Performance Work Statement

ATTACHMENT J-0200000-01  
DEFINITIONS AND ACRONYMS

<b>Acronym</b>	<b>Title</b>
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

The following attachment specifies the minimum wages and fringe benefits to be paid under this Contract.

- a. Wage Determination (applicable to Service Contract Act work)

It is suggested that the contractor use the Price Adjustment Calculation Tool (PACT) when submitting their wage adjustment request. See <http://www.wdol.gov/>

ATTACHMENT J-0200000-02

WD 05-2153 (Rev.-19) was first posted on www.wdol.gov on 12/30/2014

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Diane C. Koplewski Division of  
Director Wage Determinations

Wage Determination No.: 2005-2153  
Revision No.: 19  
Date Of Revision: 12/22/2014

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

States: American Samoa, Hawaii

Area: American Samoa Statewide  
Hawaii Statewide

OCCUPATION NOTE:

STEVEDORING AND LONGSHOREMEN: Wage rates and fringe benefits can be found on Wage Determination 2000-0085

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.20
01012 - Accounting Clerk II		15.93
01013 - Accounting Clerk III		17.40
01020 - Administrative Assistant		26.48
01040 - Court Reporter		18.59
01051 - Data Entry Operator I		13.16
01052 - Data Entry Operator II		14.36
01060 - Dispatcher, Motor Vehicle		17.10
01070 - Document Preparation Clerk		13.15
01090 - Duplicating Machine Operator		13.79
01111 - General Clerk I		12.53
01112 - General Clerk II		13.67
01113 - General Clerk III		15.45
01120 - Housing Referral Assistant		23.77
01141 - Messenger Courier		12.47
01191 - Order Clerk I		13.18
01192 - Order Clerk II		14.38
01261 - Personnel Assistant (Employment) I		15.79
01262 - Personnel Assistant (Employment) II		17.88

01263	- Personnel Assistant (Employment) III	19.68
01270	- Production Control Clerk	18.86
01280	- Receptionist	15.40
01290	- Rental Clerk	15.79
01300	- Scheduler, Maintenance	19.05
01311	- Secretary I	19.05
01312	- Secretary II	21.31
01313	- Secretary III	23.77
01320	- Service Order Dispatcher	14.05
01410	- Supply Technician	25.82
01420	- Survey Worker	17.10
01531	- Travel Clerk I	14.78
01532	- Travel Clerk II	15.97
01533	- Travel Clerk III	17.12
01611	- Word Processor I	14.36
01612	- Word Processor II	16.11
01613	- Word Processor III	18.03
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	22.19
05010	- Automotive Electrician	22.43
05040	- Automotive Glass Installer	22.00
05070	- Automotive Worker	22.00
05110	- Mobile Equipment Servicer	18.99
05130	- Motor Equipment Metal Mechanic	24.41
05160	- Motor Equipment Metal Worker	22.00
05190	- Motor Vehicle Mechanic	25.65
05220	- Motor Vehicle Mechanic Helper	17.39
05250	- Motor Vehicle Upholstery Worker	20.80
05280	- Motor Vehicle Wrecker	22.00
05310	- Painter, Automotive	23.19
05340	- Radiator Repair Specialist	22.00
05370	- Tire Repairer	13.78
05400	- Transmission Repair Specialist	24.37
07000	- Food Preparation And Service Occupations	
07010	- Baker	14.87
07041	- Cook I	13.17
07042	- Cook II	15.29
07070	- Dishwasher	12.05
07130	- Food Service Worker	11.14
07210	- Meat Cutter	18.70
07260	- Waiter/Waitress	12.01
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	17.41
09040	- Furniture Handler	11.71
09080	- Furniture Refinisher	19.15
09090	- Furniture Refinisher Helper	14.19
09110	- Furniture Repairer, Minor	16.63
09130	- Upholsterer	17.41
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	10.89
11060	- Elevator Operator	12.89
11090	- Gardener	16.40
11122	- Housekeeping Aide	14.00
11150	- Janitor	14.00
11210	- Laborer, Grounds Maintenance	13.55
11240	- Maid or Houseman	14.49
11260	- Pruner	12.13

11270 - Tractor Operator	16.43
11330 - Trail Maintenance Worker	13.55
11360 - Window Cleaner	15.25
12000 - Health Occupations	
12010 - Ambulance Driver	20.70
12011 - Breath Alcohol Technician	20.70
12012 - Certified Occupational Therapist Assistant	19.67
12015 - Certified Physical Therapist Assistant	18.41
12020 - Dental Assistant	14.80
12025 - Dental Hygienist	30.34
12030 - EKG Technician	26.02
12035 - Electroneurodiagnostic Technologist	26.02
12040 - Emergency Medical Technician	22.19
12071 - Licensed Practical Nurse I	18.51
12072 - Licensed Practical Nurse II	20.70
12073 - Licensed Practical Nurse III	23.09
12100 - Medical Assistant	14.83
12130 - Medical Laboratory Technician	19.74
12160 - Medical Record Clerk	17.82
12190 - Medical Record Technician	19.93
12195 - Medical Transcriptionist	19.74
12210 - Nuclear Medicine Technologist	31.72
12221 - Nursing Assistant I	11.39
12222 - Nursing Assistant II	12.81
12223 - Nursing Assistant III	13.98
12224 - Nursing Assistant IV	15.69
12235 - Optical Dispenser	20.03
12236 - Optical Technician	14.91
12250 - Pharmacy Technician	17.19
12280 - Phlebotomist	15.69
12305 - Radiologic Technologist	29.04
12311 - Registered Nurse I	29.29
12312 - Registered Nurse II	35.82
12313 - Registered Nurse II, Specialist	35.82
12314 - Registered Nurse III	43.34
12315 - Registered Nurse III, Anesthetist	43.34
12316 - Registered Nurse IV	51.94
12317 - Scheduler (Drug and Alcohol Testing)	25.66
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.61
13012 - Exhibits Specialist II	23.29
13013 - Exhibits Specialist III	28.49
13041 - Illustrator I	20.71
13042 - Illustrator II	25.67
13043 - Illustrator III	31.40
13047 - Librarian	28.71
13050 - Library Aide/Clerk	14.17
13054 - Library Information Technology Systems Administrator	21.89
13058 - Library Technician	17.36
13061 - Media Specialist I	15.86
13062 - Media Specialist II	17.74
13063 - Media Specialist III	19.78
13071 - Photographer I	14.00
13072 - Photographer II	16.54
13073 - Photographer III	19.61
13074 - Photographer IV	23.99

13075 - Photographer V	28.99
13110 - Video Teleconference Technician	20.30
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.54
14042 - Computer Operator II	19.62
14043 - Computer Operator III	22.80
14044 - Computer Operator IV	24.81
14045 - Computer Operator V	27.45
14071 - Computer Programmer I	(see 1) 27.62
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	17.54
14160 - Personal Computer Support Technician	24.81
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.83
15020 - Aircrew Training Devices Instructor (Rated)	37.30
15030 - Air Crew Training Devices Instructor (Pilot)	43.09
15050 - Computer Based Training Specialist / Instructor	30.83
15060 - Educational Technologist	25.80
15070 - Flight Instructor (Pilot)	43.09
15080 - Graphic Artist	22.97
15090 - Technical Instructor	19.66
15095 - Technical Instructor/Course Developer	24.05
15110 - Test Proctor	19.47
15120 - Tutor	19.47
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.72
16030 - Counter Attendant	11.72
16040 - Dry Cleaner	14.51
16070 - Finisher, Flatwork, Machine	11.72
16090 - Presser, Hand	11.72
16110 - Presser, Machine, Drycleaning	11.72
16130 - Presser, Machine, Shirts	11.72
16160 - Presser, Machine, Wearing Apparel, Laundry	11.72
16190 - Sewing Machine Operator	15.45
16220 - Tailor	16.27
16250 - Washer, Machine	12.67
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	24.08
19040 - Tool And Die Maker	30.25
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	20.84
21030 - Material Coordinator	21.89
21040 - Material Expediter	21.89
21050 - Material Handling Laborer	16.89
21071 - Order Filler	13.51
21080 - Production Line Worker (Food Processing)	20.84
21110 - Shipping Packer	15.22
21130 - Shipping/Receiving Clerk	14.69
21140 - Store Worker I	13.23
21150 - Stock Clerk	18.58
21210 - Tools And Parts Attendant	20.84
21410 - Warehouse Specialist	20.84

23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.74
23021 - Aircraft Mechanic I	27.03
23022 - Aircraft Mechanic II	28.74
23023 - Aircraft Mechanic III	30.43
23040 - Aircraft Mechanic Helper	19.51
23050 - Aircraft, Painter	25.27
23060 - Aircraft Servicer	22.63
23080 - Aircraft Worker	24.16
23110 - Appliance Mechanic	21.94
23120 - Bicycle Repairer	15.16
23125 - Cable Splicer	28.39
23130 - Carpenter, Maintenance	30.99
23140 - Carpet Layer	24.86
23160 - Electrician, Maintenance	28.25
23181 - Electronics Technician Maintenance I	26.83
23182 - Electronics Technician Maintenance II	28.69
23183 - Electronics Technician Maintenance III	30.56
23260 - Fabric Worker	20.95
23290 - Fire Alarm System Mechanic	23.46
23310 - Fire Extinguisher Repairer	19.40
23311 - Fuel Distribution System Mechanic	27.68
23312 - Fuel Distribution System Operator	21.58
23370 - General Maintenance Worker	18.45
23380 - Ground Support Equipment Mechanic	27.03
23381 - Ground Support Equipment Servicer	22.63
23382 - Ground Support Equipment Worker	24.16
23391 - Gunsmith I	19.40
23392 - Gunsmith II	22.51
23393 - Gunsmith III	25.64
23410 - Heating, Ventilation And Air-Conditioning Mechanic	24.07
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	25.52
23430 - Heavy Equipment Mechanic	28.29
23440 - Heavy Equipment Operator	34.11
23460 - Instrument Mechanic	29.96
23465 - Laboratory/Shelter Mechanic	24.07
23470 - Laborer	16.49
23510 - Locksmith	23.45
23530 - Machinery Maintenance Mechanic	24.70
23550 - Machinist, Maintenance	24.58
23580 - Maintenance Trades Helper	14.93
23591 - Metrology Technician I	29.96
23592 - Metrology Technician II	31.76
23593 - Metrology Technician III	33.49
23640 - Millwright	25.64
23710 - Office Appliance Repairer	21.56
23760 - Painter, Maintenance	25.29
23790 - Pipefitter, Maintenance	27.69
23810 - Plumber, Maintenance	25.71
23820 - Pneudraulic Systems Mechanic	25.64
23850 - Rigger	25.64
23870 - Scale Mechanic	22.51
23890 - Sheet-Metal Worker, Maintenance	28.46
23910 - Small Engine Mechanic	20.91
23931 - Telecommunications Mechanic I	27.52

23932	- Telecommunications Mechanic II	28.05
23950	- Telephone Lineman	24.18
23960	- Welder, Combination, Maintenance	25.04
23965	- Well Driller	25.14
23970	- Woodcraft Worker	25.64
23980	- Woodworker	17.67
24000	- Personal Needs Occupations	
24570	- Child Care Attendant	11.62
24580	- Child Care Center Clerk	15.14
24610	- Chore Aide	11.40
24620	- Family Readiness And Support Services Coordinator	16.19
24630	- Homemaker	20.11
25000	- Plant And System Operations Occupations	
25010	- Boiler Tender	26.42
25040	- Sewage Plant Operator	21.94
25070	- Stationary Engineer	26.42
25190	- Ventilation Equipment Tender	19.25
25210	- Water Treatment Plant Operator	21.94
27000	- Protective Service Occupations	
27004	- Alarm Monitor	18.69
27007	- Baggage Inspector	12.13
27008	- Corrections Officer	21.67
27010	- Court Security Officer	23.28
27030	- Detection Dog Handler	15.35
27040	- Detention Officer	21.67
27070	- Firefighter	23.69
27101	- Guard I	12.13
27102	- Guard II	15.35
27131	- Police Officer I	23.97
27132	- Police Officer II	26.64
28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	12.47
28042	- Carnival Equipment Repairer	13.26
28043	- Carnival Equipment Worker	9.93
28210	- Gate Attendant/Gate Tender	15.40
28310	- Lifeguard	15.84
28350	- Park Attendant (Aide)	17.23
28510	- Recreation Aide/Health Facility Attendant	13.19
28515	- Recreation Specialist	21.44
28630	- Sports Official	13.72
28690	- Swimming Pool Operator	17.14
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011	- Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012	- Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021	- Archeological Technician I	16.98
30022	- Archeological Technician II	19.43
30023	- Archeological Technician III	24.08
30030	- Cartographic Technician	24.08
30040	- Civil Engineering Technician	21.55
30061	- Drafter/CAD Operator I	16.86
30062	- Drafter/CAD Operator II	19.43
30063	- Drafter/CAD Operator III	21.67
30064	- Drafter/CAD Operator IV	26.66
30081	- Engineering Technician I	15.91
30082	- Engineering Technician II	18.64

30083 - Engineering Technician III	22.50
30084 - Engineering Technician IV	29.74
30085 - Engineering Technician V	32.60
30086 - Engineering Technician VI	39.41
30090 - Environmental Technician	22.21
30210 - Laboratory Technician	23.01
30240 - Mathematical Technician	25.78
30361 - Paralegal/Legal Assistant I	18.66
30362 - Paralegal/Legal Assistant II	23.13
30363 - Paralegal/Legal Assistant III	28.30
30364 - Paralegal/Legal Assistant IV	34.23
30390 - Photo-Optics Technician	25.78
30461 - Technical Writer I	22.86
30462 - Technical Writer II	27.96
30463 - Technical Writer III	33.84
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or	(see 2) 21.67
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 24.08
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.94
31030 - Bus Driver	18.43
31043 - Driver Courier	14.10
31260 - Parking and Lot Attendant	9.16
31290 - Shuttle Bus Driver	14.98
31310 - Taxi Driver	11.77
31361 - Truckdriver, Light	14.98
31362 - Truckdriver, Medium	17.26
31363 - Truckdriver, Heavy	18.27
31364 - Truckdriver, Tractor-Trailer	18.27
99000 - Miscellaneous Occupations	
99030 - Cashier	10.93
99050 - Desk Clerk	18.46
99095 - Embalmer	22.34
99251 - Laboratory Animal Caretaker I	12.41
99252 - Laboratory Animal Caretaker II	17.67
99310 - Mortician	24.57
99410 - Pest Controller	17.33
99510 - Photofinishing Worker	13.86
99710 - Recycling Laborer	19.19
99711 - Recycling Specialist	23.10
99730 - Refuse Collector	17.18
99810 - Sales Clerk	14.39
99820 - School Crossing Guard	15.03
99830 - Survey Party Chief	24.01
99831 - Surveying Aide	13.13
99832 - Surveying Technician	17.99
99840 - Vending Machine Attendant	12.64
99841 - Vending Machine Repairer	15.06
99842 - Vending Machine Repairer Helper	12.64

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: (Hawaii): \$1.66 per hour, or \$66.40 per week, or \$297.73 per month hour for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$4.02 per hour.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

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

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

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

**\*\* UNIFORM ALLOWANCE \*\***

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the

Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

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

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

<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
29 CFR 1910	Occupational Safety and Health Standards
29 CFR 1926	Occupational Safety and Health Regulations for Construction

ATTACHMENT J-0200000-04  
INVOICE FORM

NAVAL FACILITIES ENGINEERING COMMAND, HAWAII  
CONTRACTOR'S INVOICE

INVOICE DATE \_\_\_\_\_

INVOICE NUMBER \_\_\_\_\_

INVOICE PERIOD \_\_\_\_\_

FROM:

TO: NAVFAC HAWAII  
FSC MANAGEMENT & FACILITIES SERVICES  
(FMFS) BR, FSC ACQ SECTION (PRJ232)  
400 MARSHALL ROAD  
PEARL HARBOR, HAWAII 96860-3139

1. Below is a statement of performance under Contract N62478-\_\_\_\_\_
- (Project Title) \_\_\_\_\_

The enclosure provides a breakdown of this statement of performance.

	<u>FIXED PRICE</u>	<u>INDEFINITE QUANTITY</u>
A. Total value of contract through change (Mod No.) _____	\$ _____	\$ _____
B. Value of completed performance	\$ _____	\$ _____
C. Less: Total of prior invoices	\$ _____	\$ _____
D. Amount of this invoice	\$ _____	\$ _____
	Grand Total:	\$ _____

Company's Authorized Signature and Title: \_\_\_\_\_

ATTACHMENT J-0200000-05  
FORMS

The following forms / reports are included in the attachment:

J-0200000-05(a) - NAVFAC Contractor Incident Report.

J-0200000-05(b) - WHE Accident Report.

- Initial Report
- Follow-up Report
- Final Report

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

### Contractor Incident Report System (CIRS)

1. Contract Information		Incident Information	
Prime Contractor:		Cage Code:	
Contract Number:		Installation of Incident:	
Task Order #:		Contracting Activity/ROICC Office:	
Contractor Contact Information			
Name (Last, First):		Phone #:	
Email Address:		Date Notified:	
2. Incident Type		(Please Check/Bold All That Apply)	
<input type="checkbox"/> Assault/Violent Act	<input type="checkbox"/> Extreme Environmental Exposure	<input type="checkbox"/> Man over the side (No water entry)	
<input type="checkbox"/> Diving	<input type="checkbox"/> Falls, slip, trip, or bodily exertion	<input type="checkbox"/> Man Overboard - Water Entry	
<input type="checkbox"/> Electrical Shock/Burns	<input type="checkbox"/> Fires - All Types	<input type="checkbox"/> Material Handling Equipment	
<input type="checkbox"/> Equipment Installation/Repair	<input type="checkbox"/> Hazardous Material (any type)	<input type="checkbox"/> Ordnance-Related (Explosive)	
<input type="checkbox"/> Explosion, Non-Ordnance	<input type="checkbox"/> <b>Industrial</b> (Select Additional Below)	<input type="checkbox"/> Vehicle (Government or Private)	
Industrial Incident Additional Information		(Please Check/Bold All That Apply)	
<input type="checkbox"/> Confined Space	<input type="checkbox"/> Hand and Power Tools	<input type="checkbox"/> Work Platforms and Scaffolding	
<input type="checkbox"/> Demolition/Renovation	<input type="checkbox"/> Rigging	<input type="checkbox"/> Underground Construction, Shafts, and Caissons	
<input type="checkbox"/> Trenching/Entrapment	<input type="checkbox"/> Cranes and Hoisting Equipment	<input type="checkbox"/> Concrete, Masonry, Steel Erection and Residential Construction	
<input type="checkbox"/> Traffic Control	<input type="checkbox"/> Floating Plant and Marine Activities	<input type="checkbox"/> Tree Maintenance and Removal	
<input type="checkbox"/> Welding and Cutting	<input type="checkbox"/> Pressurized Equipment and System	<input type="checkbox"/> Airfield and Aircraft Operations	
<input type="checkbox"/> Control of Hazardous Energy	<input type="checkbox"/> Fall Protection		

3. General Information		Incident Information
Date of Accident:		Time of Accident:
Describe the accident in detail in your words: <i>(Use the back of page if you need additional space)</i>		
Exact Location of Accident:		
Were Hazardous Material(s) Involved <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, Explain What Hazardous Materials Were Involved and Why:		
Who Provided Clean-up? <input type="checkbox"/> Onsite <input type="checkbox"/> Base <input type="checkbox"/> Public		
Activity of the injured person at the time of incident:		
<b>Personal Protective Equipment: (Check/Bold Response)</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>		

4. Fully Explain What Allowed or Caused the Incident:		Incident Information
Direct Cause:		
Indirect Cause:		
Additional Action Taken: (Please Include a Begin Date and Est. End Date in Description)		
Additional Action Taken: (Please Include a Begin Date and Est. End Date in Description) <i>(Use the back of page if you need additional space)</i>		
<b>5. Contributing Factors:</b>		
Was Visibility Restricted? <input type="checkbox"/> Yes <input type="checkbox"/> No		Distance Visibility was restricted:
Unit of Measure (Check/Bold): <input type="checkbox"/> Feet <input type="checkbox"/> Yards <input type="checkbox"/> Meters <input type="checkbox"/> Miles <input type="checkbox"/> Nautical Miles		
Visibility Restricted By: (Check/Bold all that apply)		
<input type="checkbox"/> Fog <input type="checkbox"/> Smoke <input type="checkbox"/> Rain <input type="checkbox"/> Sleet <input type="checkbox"/> Snow <input type="checkbox"/> Mist <input type="checkbox"/> Dust <input type="checkbox"/> Sandstorm <input type="checkbox"/> Unknown Object <input type="checkbox"/> Other:		
Lighting Conditions at Site of Mishap: (Please Check)	Was Noise Level a Factor: (Please Check)	Was Carbon Monoxide (CO) a Factor:(Please Check)
<input type="checkbox"/> Adequate <input type="checkbox"/> Inadequate <input type="checkbox"/> Unknown	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	<input type="checkbox"/> Yes <input type="checkbox"/> No
		If Yes CO Alarm Manufacturer:



1. Injured Data		(if applicable)	Person #
<b>Age:</b>	<b>Gender: (Check/Bold)</b> <input type="checkbox"/> Male <input type="checkbox"/> Female	<b>Prime Contractor Company Name:</b>	<b>Subcontractor Company Name:</b>
<b>2. General Information</b>			
<b>Drug or Alcohol Involved: (Check/Bold all that apply)</b>			
<input type="checkbox"/> None	<input type="checkbox"/> Unknown	<input type="checkbox"/> Alcohol	<input type="checkbox"/> Drugs <input type="checkbox"/> Alcohol and Drugs
<b>Who Provided First Aid?</b> <input type="checkbox"/> Onsite <input type="checkbox"/> Base <input type="checkbox"/> Public			
<b>Was Ergonomics a Factor: (Check/Bold)</b> <input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>Type of Ergonomic Injury: (Check/Bold All That Apply)</b>			
<input type="checkbox"/> Lifting	<input type="checkbox"/> Positioning	<input type="checkbox"/> Bending	<input type="checkbox"/> Equipment Placement Office
<input type="checkbox"/> Equipment Placement Industrial	<input type="checkbox"/> Repetitive Motion	<input type="checkbox"/> Impact Strain	
<b>3. Injury Illness/Fatality Information</b>			
<b>Severity of Injury/Illness: (Check/Bold)</b>			
<input type="checkbox"/> Fatality	<input type="checkbox"/> Lost Workday Case Involving Days Away From Work		
<input type="checkbox"/> Temporary Disability	<input type="checkbox"/> Recordable Workday Case Involving Restricted Duty		
<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>Where There Days Lost: (Check/Bold)</b>	<b>Where There Days Hospitalized: (Check/Bold)</b>	<b>Where There Days Restricted Duty: (Check/Bold)</b>	
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Part of Body Affected:</b>			
<b>Nature of Injury or Illness:</b>			
<b>Event or Exposure:</b>			
<b>Source of Injury or Illness:</b>			
<b>General Location Description:</b>			
<b>Injury Activity Code:</b>			

**4. License** (if applicable) **Person #**

Are Appropriate License and Certification/Medical Current: (Check/Bold)  Yes  No

Describe or Explain:

Attach Image of License or Certification Name/Description:	Date Added:	Uploaded By:

**5. Training**

Was all the contract-required training provided to the employee: (Check/Bold)  Yes  No

Explain:

**6. Attached Documents**

Attached Documents Name/Description:	Date Added:	Uploaded By:



<b>4. License</b>		
<div style="text-align: right;">(if applicable) <b>Property Damage</b></div> <p><b>Are Appropriate License and Certification/Medical Current: (Check/Bold)</b> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>Describe or Explain:</b></p>		
<b>Attach Image of License or Certification Name/Description:</b>	<b>Date Added:</b>	<b>Uploaded By:</b>
<b>5. Training</b>		
<p><b>Was all the contract-required training provided to the employee? (Check/Bold)</b> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>Explain:</b></p>		

**CONTRACTOR INCIDENT REPORT SYSTEM (CIRS) INSTRUCTIONS**  
**Complete Only Sections Appropriate to Incident (Rev. 03/11).**

**NOTE: THE ATTACHED CIRS 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 pages 5-6. A report needs to be completed for all OSHA recordable accidents and property damage cases. Please type or print legibly. Appropriate items shall be Checkd/Bolded, 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: (Check/Bold)**

**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.

## Incident Information

### Section 1 Contract Information – Incident Information

**Prime Contractor:** Name as it appears on contract documents.

**Cage Code:** If known.

**Contract Number:** Number as it appears on the contract documents.

**Installation:** Name of installation where incident occurred.

**Task Order #:** Insert number if applicable.

**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.).

**Contractor Contact Information:** (Contractor point of contact information for the individual responsible for completing the form) Self Explanatory

**Section 2 Incident Type:** Check/Bold most applicable category, if you select Industrial you must Check/Bold at least one additional category from the **Industrial Incident Additional Information Section**.

### Section 3 General Information Incident Information

**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.).

**Describe the Accident in Detail in your words:** 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 4 (Fully Explain What Allowed or Caused the Incident - Incident Information) below before completing.

**Exact Location of Accident:** Enter facts needed to locate the accident scene (e.g. installation/project name, building/room number, street, direction and distance from closest landmark, etc.).

**Were Hazardous Material(s) Involved**      Yes      No

**If Yes, Explain What Hazardous Materials Were Involved and Why:** Check or Bold appropriate block and list name(s) and quantities of hazardous materials spilled/released during the mishap. List why the hazardous chemicals were being used.

**Activity at the time of incident:** What type of work/task was being performed by the injured when the injury took place or property damage occurred.

**Personal Protective Equipment–** Check/Bold appropriate items 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.)

**Section 4 Fully Explain What Allowed or Caused the Incident - Incident Information**

**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).

**Additional Action Taken:** Fully describe all the actions taken, anticipated, and recommended to eliminate the cause(s) and prevent reoccurrence of similar accidents/illnesses. Continue in the additional box and or on additional sheets of paper if necessary to fully explain and attach to the completed report form.

**Please Include a Begin Date and Estimated Completion Date in Description**

(1) Begin: Enter the date when the corrective action(s) identified above will begin.

(2) Est. End Date - Enter the date when the corrective action(s) identified above will be completed.

**Section 5 Contributing Factors Incident Information:** Check/Bold appropriate items fill in information where required  
**Other Contributing Factors:** Describe in detail any additional contributing factors not listed in previous information provided.

**Section 6 Attached Documents:** Provide the appropriate information for each document/file attached or uploaded.

## Injured Data Person #

Complete Pages 5 and 6 for each injured person At the upper right hand corner of page 5 and 6 differentiate between each person by using a numerical value (e.g. Person #1, Person #, Person #3, etc.)

**Section 1 Injured Data:** Fill in all applicable information, Check/bold appropriate responses.

**Section 2 General Information:**

Check/bold appropriate responses

**Section 3 Injury/Illness Fatality Information:** Check/bold appropriate responses

**Part of Body 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:** Describes the manner in which the injury or illness was inflicted or produced. It attempts to answer the broad question of "how" work injuries and illnesses occurred. (e.g. Fall, Struck By, Caught By, Repetitive Motion, Rubbed or Abraded By, etc.)

**Event or Exposure:** Describes what was produced by the injury or illness was produced or inflicted. (e.g. Infectious Parasitic Diseases, Traumatic Injuries and Disorders, Open Wounds, Burns, Intracranial Injuries, etc.)

**Source of Injury Illness:** Identifies the object, substance, bodily motion, or exposure, which directly produced or inflicted the previously identified injury or illness. (e.g. Acids, Chemical Products, Furniture and Fixtures, Machinery, Structures and Surfaces, Tools Instruments and Equipment, etc.)

**General Location Description:** Describes where the injury occurred (e.g. Industrial Facilities, Operational Industrial Building Plant , Roadway, etc.)

**Injury Activity Code:** Describes what the injured person was doing when the injury occurred. (e.g. Operating Type of Equipment, Construction Activity Being Performed, Industrial Operation Being Conducted, etc.)

**Section 4 License:**

**Are Appropriate License and Certification/Medical Current:** Did the injured employee have the appropriate license/certification or medical evaluations completed to conduct the work/task being performed.

**Describe/Explain:** Describe the required (licensing/certification/medical evaluation) for job/task being performed, date when license was issued, and expiration date. (e.g. "Powdered Actuated Tools, Hilti DX-350, License issued 11/29/2011, expires 3-years from issue date." "Respirator Semi Annual Medical Evaluation, conducted 12/30/2011, expires on 12/30/2013", etc.)

**Attach Image of License or Certification:** Self-Explanatory

**Section 5 Training:**

**Was all the contract-required training provided to the employee:** Self-Explanatory

**Explain:** If no, to the previous questions explain why the employee was not trained.

**Section 6 Attached Documents:**

Self-Explanatory use this for photos, drawings, diagrams, or other relevant documents.

## Property Damage

**Section 1 Involved Person Data:** Fill in all applicable information, Check/bold appropriate responses.

**Section 2 Attached Documents:**

Self-Explanatory use this for photos, drawings, diagrams, or other relevant documents.

**Section 3 Property Damaged:**

Check/bold appropriate responses. Other Headings Self-Explanatory.

**Section 4 License:**

**Are Appropriate License and Certification/Medical Current:** Did the equipment operator have the appropriate license/certification or medical evaluations completed to conduct the work/task being performed.

**Describe/Explain:** Describe the required (licensing/certification/medical evaluation) for job/task being performed, date when license was issued, and expiration date. (e.g. "State Issued Driver, License issued 11/29/2011, expires on MM/DD/YYYY" "Scissor Lift, JLG Model 260MRT conducted 12/30/2011, does not expire.")

**Attach Image of License or Certification:** Self-Explanatory

**Section 5 Training:**

**Was all the contract-required training provided to the employee:** Self-Explanatory

<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>

**Brief Description:**

**Background and Detailed Description:**

**Corrective Actions:**

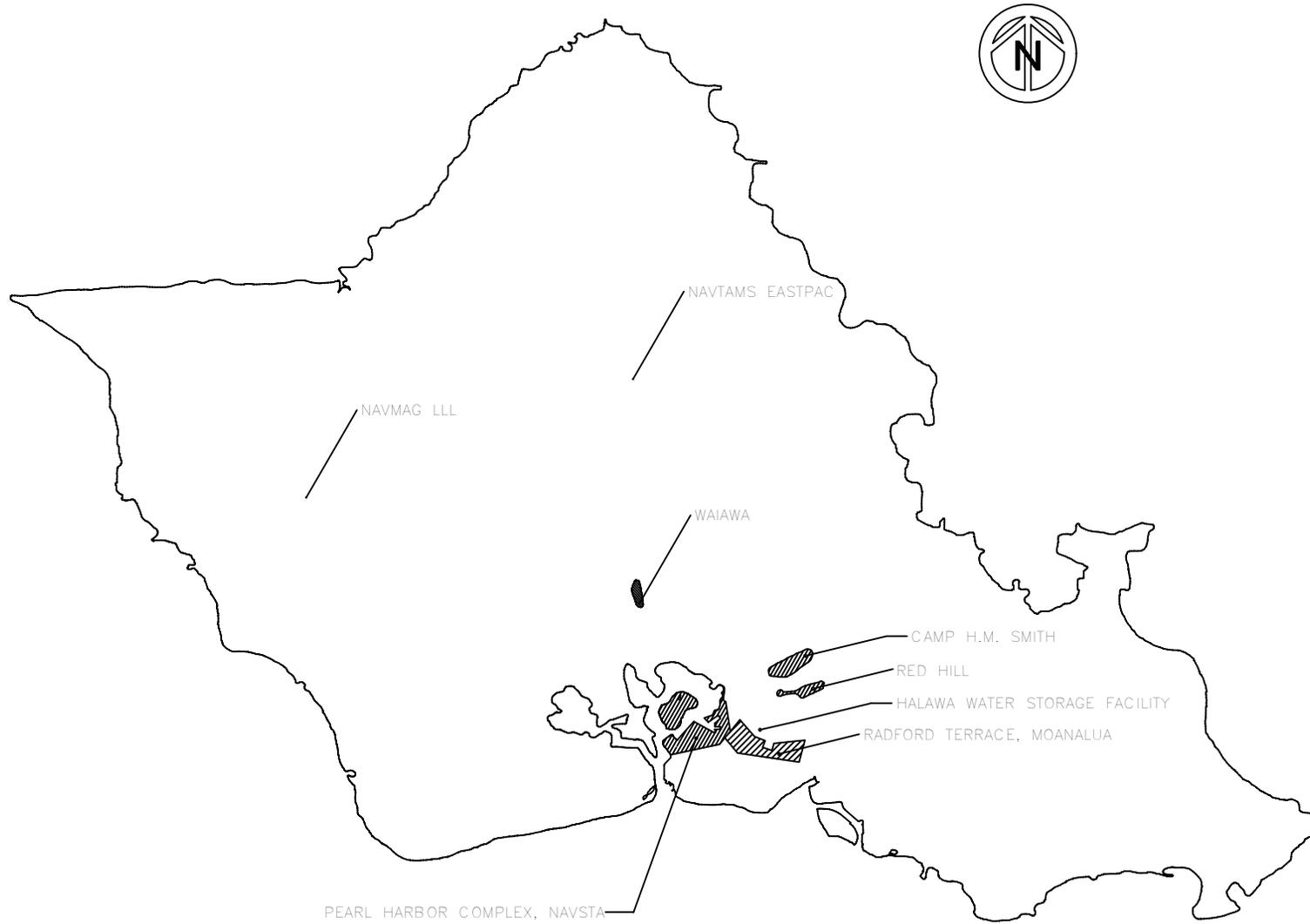
### CRANE AND RIGGING GEAR ACCIDENT REPORT INSTRUCTIONS

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.

J-020000-06  
LOCATION MAP

The attached Map is a general indication of the service areas and not meant to be an exact representation



ATTACHMENT J-0200000-07  
RUGID STATION ASSIGNMENTS

<u>*Unit No.</u>	<u>**Number of Unit Points</u>	<u>RUGID Station Location</u>
NAVREM07	25	RTU Test
NAVREM12	5	Iroquois Point
NAVREM17	5	Bishop Point
NAVREM18	5	Puuloa Housing
NAVREM22	5	Lualualei Bldg. 260
NAVREM23	5	Lualualei Deepwell (Bldg 410)
NAVREM25	5	Lualualei Tunnel
NAVREM26	5	Lualualei Bldg. 413
NAVREM36	5	Hickam Housing - Porter Ave (Meter 6780)
NAVREM40	2	Nimitz Flow Meter
NAVREM00	Master	Bldg. 149
NAVREM06	10	Manana Booster (Not Used)
NAVREM10	5	Victor Docks
NAVREM11	5	Pearl City Peninsula
NAVREM14	5	Westloch Mauka
NAVREM15	5	Westloch ORD Training
NAVREM31	5	Waiau Flow Meter
NAVREM04	2	Ford Island South
NAVREM05	2	Ford Island NW
NAVREM08	2	Camp Smith Tanks (Repeater)
NAVREM32	10	Salt Lake/NAVFAC Boneyard Booster
NAVREM35	10	Moanalua Terrace Booster (Located in PWC Yard)
NAVREM38	4	JBPHH -Porter Gate (Meter 6745)
NAVREM02	4	Ford Island NE
NAVREM16	5	Landing C
NAVREM19	5	NCTAMS Flow #2 and #3 (via RUG 28)
NAVREM20	5	NCTAMS Deepwell Pump
NAVREM21	5	Merry Point Flow
NAVREM28	2	NCTAMS Tank
NAVREM30	5	NCTAMS Fire Booster
NAVREM33	5	Camp Stover
NAVREM34	5	NCTAMS Flow #1
NAVREM39	4	Bouganville Drive Flow Meter
NAVREM41	5	LLL S280 Tank
NAVREM42	5	Nimitz Bldg. 4
NAVREM43	5	Hickam Youth Center
NAVREM44	5	Salt Lake Church
NAVREM47	5	Hickam Bldg. 240
NAVREM50	5	FISC Fuel Pier
NAVREM51	5	Shipyards Porter Ave. Gate
NAVREM52	5	Halsey Terrace (Anderson St.)
NAVREM53	5	Arizona Street
NAVREM09	4	Westloch P181
NAVREM13	4	Westloch Admin
NAVREM45	4	Makalapa Gate
NAVREM24	4	Navy Marine Golf Course

Notes:

- (1) 46 active RUGID sites
- (2) 1 RUGID Master located in Building 149, Pearl Harbor

\* "Unit No." may change. Verify Unit No.'s with Government prior to site work.

\*\* "Number of Unit Points" is approximations. Quantities provided for estimation purposes only.

SCADA Softwares:

1. HSQ Miser
2. Wonderware Intouch

Software Packages:

1. Engineering for Data Analysis of RUGID RTU data PWC Recordall for Oracle PWC Extract for Oracle
2. Rug9 RUGID Computer Rug3 BSI Wrugutil

Remote Terminal Units (RTU):

1. RUGID, Model No. 3, 6, 7, and 9 RTU's
2. DataRadio, RNET JSVM JSLM Telemetry Radios

ATTACHMENT J-0200000-08  
PHNSY SECURITY REQUIREMENTS

**SECURITY REQUIREMENTS APPLICABLE FOR PEARL HARBOR NAVAL SHIPYARD & IMF'S  
CONTROLLED INDUSTRIAL AREA, OTHER SENSITIVE AREAS, CONTROLLED NUCLEAR  
INFORMATION AREAS, AND/OR NUCLEAR WORK AREAS**

(REVISED AUG 2013)

1. The provisions of these security requirements are applicable to Shipyard & IMF areas including the areas listed below: (R)

a. CIA-I (Controlled Industrial Area I) – The large fenced-in area encompassing the waterfront and industrial shops, extending from Building 1274 to include all of Bravo Pier 2.

b. When activated, CIA-II (Controlled Industrial Area II)- Dry Dock No. 4 Compound (including Building 1444).

c. Areas designated "Other Sensitive Area" (OSA), "Controlled Nuclear Information Area" (CNIA); and "Nuclear Work Area" (NWA).

2. **Performance of all work under this contract (includes task and delivery orders) is restricted to U.S. citizens and U.S. nationals only.** U.S. citizen employees of a foreign owned, controlled, and/or influenced company (including a parent company) for access purposes are considered foreign nationals and special authorization would be required for escorted access to PHNSY & IMF spaces. (R)

3. For issuance of Red or Yellow badges, a "classified contract" is required with a Contract Security Classification Specification (DD 254) that allows access to Restricted Data (for Red) and Naval Nuclear Propulsion Information (NNPI) (for both). Also in accordance with OPNAVINST N9210.3 (Safeguarding of NNPI) the contract or subcontract must incorporate all NNPI handling requirements. (R)

4. These security requirements are applicable to the prime contractor as well as to all subcontractors and suppliers thereunder. For unescorted access, these requirements shall be incorporated into Shipyard & IMF and co-located command originated and funded contracts and memorandums of agreement or understanding. (R)

5. The period of proposed contract work to be performed in particular areas of the Shipyard & IMF is subject to further approval of the Shipyard & IMF Commander depending on the sensitivity of Shipyard & IMF industrial operations in the affected areas.

6. Three weeks prior to the visit, the contractor, subcontractors, and suppliers shall complete applicable items on Part 1 of the Contractor Visit Request (VR) form (PH-SYD 5512/28) and submit it to the Government Contracting Activity (GCA) or COR for completion of Part 2. The GCA/COR will then forward the VR and DD 254, as applicable, to the Shipyard & IMF Sponsor for completion of Part 3 no later than two weeks prior to the visit. The Shipyard & IMF Sponsor will submit the VR to the Pass and Identification Office (Pass and ID) no later than one week prior the visit. The VR must include the type of U.S. citizenship. Entry into the CIA, CNIA, NWA or OSA may be authorized under one of the following conditions. (R)

a. For unescorted entry to the CIA: contractor personnel must show proof of U.S. citizenship before a Green badge can be issued.

b. For unescorted entry into an OSA, CNIA or NWA:

(1) All contractors, subcontractors, and suppliers must have a DOD Facility Security Clearance and those contractor employees who need access to the OSA, CNIA and/or NWA must have DOD security clearances granted by Defense Security Service (DSS). A Yellow or Red badge will be issued depending on the areas needed to be accessed. For a Yellow (CNIA) badge, the contractor must have at least an Interim Confidential. For a Red (NWA) badge, the contractor must have a final security clearance.

c. For situations other than the above, personnel requiring unclassified/CIA access may be issued a White "Escort Required" ("ER") badge for CIA access under the escort of a briefed Yellow or Red badged Shipyard & IMF employee knowledgeable of the area. Escorted access to CNIAs and NWAs must be coordinated with the cognizant Department Security Coordinator to ensure that the area is sanitized and the escort is properly briefed/knowledgeable of the area. Contractors, subcontractors, and suppliers are advised that processing of "ER" badges may take up to five working days to complete. (R)

d. The initial submittal of VR forms need not be all-inclusive. It may be expanded to meet the essential requirements of the contractor. Each individual added to the list, however shall be subject to the same pre-entry screening requirements as outlined above.

e. Under no circumstances shall personnel sign, transmit or hand-carry their own VR. The VR should be mailed, e-mailed encrypted or password protected, or delivered by the GCA or Shipyard & IMF Sponsor. (R)

f. Ensure that all contractor employees provide a valid (i.e. state or federally issued) photo identification card and proof of U.S. citizenship to the Pass and ID Office prior to being issued a Shipyard & IMF badge, see Attachment (1) for a list of acceptable documents. (R)

g. Ensure any derogatory or questionable information concerning contractor employees possessing a DOD security clearance or a Shipyard & IMF badge is immediately reported to the Security Office (Code 1125) so that access eligibility can be evaluated.

h. Ensure that contractor employees attend a 30-minute orientation on the safety, security, and radiological protection aspects of industrial operations within the Shipyard & IMF. (R)

NOTE: The briefing, which is in the form of a video presentation will be given at the Pass and ID Office in groups of 10, prior to the issuance of Shipyard & IMF badges. Special arrangements for larger groups can be scheduled upon request.

i. Ensure that onsite contractor personnel issued Red or Yellow badges attend mandatory Shipyard security training and briefings as required by SECNAV M-5510.30 (DON Personnel Security Program) and DOD Directives. (A)

j. Ensure that all employees wear and display the Shipyard & IMF badge in the chest area at all times while entering, remaining in, and exiting Shipyard & IMF spaces.

k. Ensure that each badge is used only by the specific individual named on the badge.

l. Maintain strict accountability over identification badges and passes issued by the Pass and ID Office. Report immediately, to the Pass and ID Office, any badges/passes that are missing or lost and the circumstances. Return badges/passes to the GCA immediately upon termination of any employee, upon expiration, upon completion of contract, or when no longer required. The GCA will ensure that all badges/passes are returned and forwarded to the Shipyard & IMF Pass and ID Office (Code 1125.2).

m. Restrict hours of work to 0630 – 1500 hours Monday through Friday only. When operational needs require the contractor to schedule work before 0630 and/or after 1500 (Monday through Friday) or on weekends and holidays, provide written notification at least two weeks in advance to GCA who will obtain approval from the respective Shipyard & IMF departments, offices, and shops. Such notifications will include the company name, type of work to be performed, location of work, specific dates, and hours of work. The POC will submit a request in writing to the Security Office (Code 1124) by Wednesday of each week to add the contractor to the "Non-Duty Hours Contractor Access List" that is prepared weekly. Emergency access for contractors not on the non-duty hours list may be authorized entry by the Security Officer or Security Operations Officer upon verification with the POC.

n. Restrict employees/representatives to the work site and control travel directly to and from the work site.

7. The Pass and ID Office is located in Building 207 at Safeguard Street and Russell Avenue.

8. No vehicle will be permitted access to a work site in the CIA without a valid Shipyard & IMF CIA vehicle pass. The Shipyard & IMF CIA vehicle passes are issued by the Shipyard & IMF Pass and ID Office. Shipyard & IMF CIA vehicle passes will not be issued unless proof of vehicle registration to the contractor's company has been presented to Shipyard & IMF Pass and ID. All vehicles are required to conform to Shipyard & IMF traffic regulations. The speed limit is 15 MPH in the CIA. Outside the CIA, the speed limit is as posted or marked. (D)

9. Only those contractor vehicles meeting all of the following criteria will be allowed to enter the CIA with the Shipyard & IMF CIA vehicle pass:

a. All vehicles must clearly display an authorized company sign or logo on both sides of the vehicles. The logo must be either painted on or a magnetic sign. Paper or cardboard signs are not authorized. Lettering of the logo must not be less than 2-1/2 inches in height and 1/4 inch wide.

b. They must be company or commercial vehicles used by the contractor to transport heavy equipment and/or material to the job site. In limited circumstances, contractor vehicles may be allowed entry to conduct on-site inspections at the job site.

NOTE: Contractor vehicles will not be used to transport employees to the job site. Privately-owned vehicles will not be allowed in the CIA.

10. A limited number of CIA vehicles passes will be issued to each contractor, subcontractor and vendor to facilitate work requirements. Every vehicle entering the CIA will display the pass on the dashboard or visor (facing outward). The pass will be visible at all times while in the CIA. Parking is limited to those areas that are specifically identified on the pass. If additional passes are required, adequate justification must be presented to the Pass and ID Office via the GCA.

11. Vehicles may enter and exit from gates located on Paul Hamilton Avenue or on Chosin Street, Monday through Friday, 0630 to 1500 hours. For access before 0630 and after 1500 hours, weekends, and holidays the contractors must comply with paragraph 6.m. After proper notification, contractors may enter and exit from either gate after hours, weekends, and holidays.

12. Parking is not permitted on any piers on any dry dock/waterfront areas. Contractors shall not park on or block the marked fire lanes at any time. Vehicles may stop on the piers of dry dock/waterfront areas for 15 minutes for loading or unloading. An exception may be made for vehicles which are part of the equipment needed to do the required work and are attached or connected to the pier or ship, i.e., a truck which uses a mounted generator, a vehicle with built-in equipment, etc. A written request for pier parking authorization with justification will be sent to the Shipyard & IMF Security Officer (Code 1120) via the GCA at least two weeks prior to the date parking space is required. The following information is required:

- a. The license number of the vehicle(s).
- b. The type and size of the vehicle(s) (pickup truck, crane, forklift, etc.)
- c. Parking location.
- d. Purpose and duration.

13. Parking for privately-owned vehicles is available:

a. In the "N" parking lot on Central Avenue and "D" parking lot on Paul Hamilton Avenue, located between South Avenue and Safeguard Street.

b. In the "C" parking lot on Lake Erie Street and Central Avenue.

14. All vehicles are subject to search while entering, remaining in, or leaving the Shipyard & IMF and/or JBPHH areas. A Property Pass (OP-7) issued and signed by the GCA must cover all government material being transported out of the CIA by contractors. Material found without a Property Pass will be confiscated and a police offense report issued.

15. Entry into shop/office/ship spaces covered by this contract will be subject to prior approval of the respective Shop Superintendent/Office Head/Ship's Commanding Officer. Contractors will coordinate action with the GCA for obtaining entry approval.

16. The Shipyard & IMF Security Officer will provide guard services on a reimbursable basis for contractors requiring guard services. The contractor must notify and obtain approval from the Shipyard & IMF Security Office via the GCA at least two weeks prior to the time guard services will be required. (R) Notification in writing shall (include the purpose and number of hours guard services will be required.

17. Contractor personnel will not be permitted to enter Shipyard & IMF buildings, spaces, and areas not covered by this contract except on prior approval of the Shipyard & IMF department/office/shop having jurisdiction of the areas. Contractors will coordinate action with the GCA to obtain such entry approval.

18. Access to unclassified and classified U.S. Navy shipbuilding, conversion, or repair technology and related technical information manuals, documents, drawings, plans, specifications, etc., by the contractor shall be restricted to an official need-to-know basis. This type of information shall be handled, controlled, and safeguarded to prevent oral, visual, and documentary disclosure to uncleared personnel, the public, to foreign sources, and to all personnel not having an official need-to-know. It shall be returned to the Pearl Harbor Naval Shipyard & IMF upon completion of contracted work, except when the GCA grants specific retention authorization.

19. **Photography and photographic equipment are prohibited in the Pearl Harbor Naval Shipyard & IMF, to include personal cellular phones with camera features.** When operationally required, a written request containing specific justification and details will be submitted to the Security Office (Code 1125) via the GCA for consideration. If a Shipyard & IMF photographer is unable to take the photographs, authorization will only to be granted to the contractor if the contractor has a Shipyard Sponsor and is under continuous escort of a designated Shipyard & IMF employee. The designated escort shall be briefed by Code 1125. The escort will take the film or photographic media in his or her custody. The Sponsoring Shipyard Code/Office will mark and control the photographs as "For Official Use Only" and route the photographs in accordance with local regulations for review and approval of a Distribution Statement (prior to release from Shipyard & IMF). (R)

20. **Portable Electronic Devices (PEDs). PEDs include pagers, mobile/cellular telephones (with/without cameras), personal digital assistants/job performance aids, laptop/notebook/handheld computers, digital imagery (still/video) devices, analog/digital sound recorders (e.g. I-PODs), video game devices, USB devices, and devices of similar capability, functionality, or design.** Privately-Owned PED devices such as those listed above are prohibited on Shipyard premises. Privately-Owned PEDs without camera devices are prohibited unless approved in writing by the local Information Assurance Authority (IAA) or Information Assurance Manager (IAM). Violations may result in the confiscation and sanitization of the PEDs. The only approved method of sanitizing most PEDs is physical destruction. (R)

a. All users authorized to use PEDs in the Shipyard & IMF workspaces, whether privately-owned (includes contractor-owned) or government-owned, are required to comply with NAVSHIPYD&IMFPEARLINST 5239.1(series), *Activity Information Systems Security Plan (AISSP)* (R)

b. For Privately-Owned PEDs without camera devices approved for use in Shipyard & IMF spaces, (R) the user shall follow:

(1) The PEDs will not handle, process, or store any U.S. Government information unless otherwise authorized by the IAM.

(2) The PEDs will not be connected to any Shipyard & IMF network, U.S. Government-Owned computers, or associated peripherals.

(3) The PEDs will operate in only approved locations. These PEDs are not allowed in spaces processing and/or handling classified information.

(4) Users shall comply with software copyright laws and agreements.

(5) Violations of the above may result in the confiscation of the PED.

(6) The U.S. Government will not be liable for the privately-owned PED hardware/software while on the Shipyard & IMF premises.

c. For U.S. Government-Owned PEDs approved for use in Shipyard & IMF spaces and issued for official government travel, the user shall follow:

(1) Government-Owned PEDs that are synchronized with desktop computers on Shipyard & IMF Local Area Network (LAN) shall follow the security measures in Enclosure (2) of NAVSHIPYD&IMFPEARLINST 5239.1(series).

(2) Use of Government-Owned PED equipment while on travel and performing official government business is allowed.

(3) Government-Owned PEDs shall not be checked as baggage, stored in airport or bus station lockers, or left with desk clerks at motels. PEDs with NNPI data shall not be left unattended in the motel room. If a PED with no NNPI data is left unattended in the motel room, it must be locked in a personally owned container (i.e., luggage, brief case, etc.).

(4) Government-Owned PEDs shall not be taken out of the United States without an authorization letter from the IAM.

(5) Government-Owned PEDs will not be used to store passwords; safe and door combinations; personal identification numbers (PINs); as well as classified information.

(6) Government-Owned PEDs shall not be used for classified information processing unless specifically authorized in writing by the local IAA.

(7) Where feasible, Government-Owned PEDs shall employ up-to-date signature files that are used to profile and identify viruses, worms, and malicious code. As proven anti-virus clients for PEDs become available, these clients shall be deployed to the greatest possible extent in all PEDs that connect to the Shipyard & IMF network.

21. Ensure that yellow plastic material is not used for warning signs, covering material, etc.

22. Be responsible for control and security of all contractor-owned equipment and material at the work site. Report immediately, all missing/lost/stolen property to the Joint Base Pearl Harbor Hickam Security Detachment (phone 474-6751) as each case occurs. (R)

23. Ensure that no material is stacked within ten (10) feet of the CIA perimeter. Remove from the work site, or secure, ladders or other such equipment, which could be used to climb the CIA perimeter fence. Ensure that no vehicles are parked within ten (10) feet of the CIA perimeter.

24. Provide written notification to the Commander, Pearl Harbor Naval Shipyard & IMF (Code 1120) via the GCA, two (2) weeks prior to actual start of work to allow for notification of the appropriate Shipyard & IMF departments, offices, and shops of the impact resulting from the contract work. Such notifications will include specific details such as work schedules (including actual start date for Shipyard & IMF entry), and impact statements concerning tasks to be done, e.g. specific parking spaces to be vacated, inclusive dates involved, traffic rerouting, changes to traffic and parking patterns, traffic/parking controls to be

instituted by the contractor, barricades to be erected by the contractor, etc., along with sketches of the particular areas involved.

25. Two weeks prior to making any penetrations (i.e. tunneling under, cutting through a fence or building, etc.) in a restricted area (e.g. CIA fence line, CNIA or NWA) the contractor shall contact Code 1120 via the GCA to make arrangements for a security guard or other measures required to meet all security requirements. The cost for the security guard will be charged to the contractor. (R

26. Any exceptions to these security requirements must be coordinated with the Security Office (Code 1120).

**DOCUMENTS ACCEPTABLE FOR PROOF OF U.S. CITIZENSHIP  
(Original documents or certified copies)**

1. U.S. BIRTH REGISTRATION CARD (with Registrar's raised seal and signature)
2. U.S. BIRTH CERTIFICATE (original with raised seal from one of the 50 states or outlying U.S. territories or U.S. possessions)
3. U.S. IMMIGRATION AND NATURALIZATION SERVICE NATURALIZATION CERTIFICATE (INS N-550/570)
4. DD FORM 1966 (U.S. citizenship documents sighted are listed and attested to by a recruiting official)
5. DELAYED BIRTH CERTIFICATE (Original with Registrar's seal and signature and cites secondary evidence)
6. HOSPITAL BIRTH CERTIFICATE (Original with authenticating raised seal or signature provided all vital information is given)
7. U.S. PASSPORT (Current or expired)
8. U.S. IMMIGRATION AND NATURALIZATION SERVICE CERTIFICATE OF CITIZENSHIP (INS N-560/561)
9. FORM FS 240 – REPORT OF BIRTH ABROAD OF A CITIZEN OF THE UNITED STATES OF AMERICA/CONSULAR REPORT OF BIRTH
10. FORM FS 545 – CERTIFICATION OF BIRTH (Issued by U.S. Consulate)
11. FORM DS 1350 – DEPARTMENT OF STATE CERTIFICATION
12. NOTICE FROM THE STATE'S REGISTRAR ACCOMPANIED BY SECONDARY EVIDENCE I.E. BAPTISMAL CERTIFICATE, CERTIFICATE OF CIRCUMCISION, EARLY CENSUS, FAMILY BIBLE RECORDS, ETC.

--END OF SECTION--

ATTACHMENT J-0200000-09 (FLC SECURITY)  
SECURITY REQUIREMENTS APPLICABLE FOR THE FLEET LOGISTIC CENTER,  
PEARL HARBOR FUEL COMPLEX

1. The provisions of these security requirements are applicable to the areas listed below:
  - a. Red Hill Underground Tank and Tunnel Complex
  - b. Upper Tank Farm
  - c. Fuel Oil Reclamation Facility
2. Performance of all work under this contract is restricted to U.S. citizens and U.S. nationals only.
3. Security requirements are applicable to the prime contractor as well as to all subcontractors and suppliers thereunder.
4. Only those personnel required to conduct official government business in the above restricted areas will be granted access to the facilities. Positions requiring unescorted work to be performed in restricted areas are considered public trust positions. Personnel requiring routine or frequent access to these areas must obtain a favorable public trust suitability determination based on completion of a National Agency Check with Inquiries (NACI) personnel security investigation. Personnel who require temporary access to restricted Fuel areas and do not possess a public trust suitability determination may be permitted access by the FLC Pearl Security Officer. Individuals must be escorted in the restricted areas at all times. Personnel granted access to restricted Fuel areas will be issued a security identification badge which must be worn at all times when working in a restricted area. "Visitor badges will be issued to individuals with temporary access requirements. Personally owned vehicles (POV) are not permitted access to restricted fuel areas. All security identification badges will be issued and controlled by the FLC Pearl Security Office (Code 303).
5. Procedures:
  - a. Contractor Personnel Requiring Unescorted Access:
    - (1) Contractor or contractor representative must submit a written request for access to the FLC Pearl Security Officer (Code 303) with the following information:
      - (a) Company name
      - (b) Contractor or contractor representative's e-mail address and telephone number.

ATTACHMENT J-0200000-09 (FLC SECURITY)  
SECURITY REQUIREMENTS APPLICABLE FOR THE FLEET LOGISTIC CENTER,  
PEARL HARBOR FUEL COMPLEX

(c) Contract name and number under which work will be performed.

(d) Full legal name, full Social Security Number and dates/areas requiring access for all contractor personnel requesting access.

(e) Government Contracting Officer or Government Contracting Officer's Representative's (COR) e-mail address and telephone number.

(2) FLC Pearl Security Officer shall verify all personnel possess the requisite level of investigation using the Joint Personnel Adjudication System (JPAS) and contact the Government Contracting Officer or COR to verify the entry requirement.

(3) FLC Pearl Security Officer shall notify the Contracting Officer or COR, in writing or via e-mail, of his findings on the Joint Personnel Adjudication System (JPAS) search. Depending of the findings, the Security Officer will take the following actions:

(a) Contractor meets public trust requirements – The FLC Pearl Security Office will issue an Unescorted Contractor Identification badge to the approved personnel for the period requested. Contractor personnel shall report to the FLC Pearl Security Office in Building 475, 1<sup>st</sup> floor and provide two forms of picture identification to receive his/her badge.

(b) Contractor has no record of an investigation

(1) The FLC Pearl Security Officer shall perform a Local Records Check (LRC). Provided no derogatory information is found on the LRC, the Security Officer shall issue an unescorted badge to expire 30 days from date of issue. The Security Officer shall also provide the contractor or contractor representative with an Application of Public Trust package and assist contractor in initiating the request for a NACI. Contractor personnel should visit the FLC Pearl Security Office with one government-issued photo identification. Appointments with the Security Officer or Security Assistant are not necessary but are recommended. Should derogatory information be found on the LRC, contractor personnel will not be granted access.

(2) The contractor or contractor representative shall provide to the FLC Pearl Security Officer, documents specified in the Application for Public Trust package prior to the expiration date of badge.

(3) Upon receipt of ALL documents specified in the Application for Public Trust package, FLC Pearl Security Office shall submit the package to the Office of Personnel Management (OPM) and issue a Contractor unescorted badge to the contractor personnel for the full duration of time authorized. Upon completion of OPM's investigation (approximately four (4) months), the Security Officer shall

ATTACHMENT J-0200000-09 (FLC SECURITY)  
SECURITY REQUIREMENTS APPLICABLE FOR THE FLEET LOGISTIC CENTER,  
PEARL HARBOR FUEL COMPLEX

determine suitability for Position of Public Trust and notify the Contracting Officer or COR, in writing, of his/her determination.

(4) If favorably adjudicated, no further action is required.

(5) If findings exist, the Security Officer will notify the Contracting Officer or COR to confiscate the individual's badge.

b. All Personnel Requiring Escorted Access:

(1) Escorted access requests must be submitted to the FLC PH Security Office by the Fuel Department (Code 700) in writing or in person.

(2) Requests must include names of individuals, dates of visit, locations to be visited and name of individual(s) providing escort.

(3) Escorts must be cleared for unescorted access to the facility.

(4) Escort required badges will only be issued to the individual(s) providing escort. It is the responsibility of the escort to distribute the badges upon entry, and collect the badges on exit.

(5) The escort must return escort required badges to the FLC PH Security Office within 24 hours of conclusion of visit.

6. FLC Pearl Contacts:

Security Officer: Craig Gentry  
Telephone: (808) 473-7575  
E-mail: [Craig.gentry@navy.mil](mailto:Craig.gentry@navy.mil)

Security Assistant: Joshua Wright  
Telephone: (808) 473-7676  
E-mail: [Joshua.D.Wright@navy.mil](mailto:Joshua.D.Wright@navy.mil)

ATTACHMENT J-0200000-10  
EXHIBIT LINE ITEM NUMBERS  
SOLICITATION/CONTRACT #14-15-2436  
EXHIBIT A - CLIN 9000

Line Item 0001 Base Period - Firm Fixed-Price Work

PROVIDE PRICES TO PERFORM - FIRM FIXED-PRICE WORK IN ACCORDANCE WITH 1502000 SECTION C, SPEC ITEM 3

ELIN /Sub ELIN	Description	Quantity	Unit of Issue	Unit Price	Total	CAC
A001	Naval Facilities Engineering Command - Hawaii Code OPHP6E					
A001AA	Maintenance and Technical Assistance - Navy's Potable Water, Rugid SCADA System	2	EA	\$	\$	
	TOTAL PRICE FOR CONTRACT LINE ITEM 0001 (BASE PERIOD)			TOTAL	\$	

ATTACHMENT J-0200000-10  
EXHIBIT LINE ITEM NUMBERS (ELIN)  
SOLICITATION/CONTRACT #14-15-2436  
EXHIBIT A - CLIN 9000

Line Item 0002 Base Period - Indefinite Delivery Indefinite Quantity Work

PROVIDE PRICES FOR INDEFINITE DELIVERY INDEFINITE QUANTITY WORK IN ACCORDANCE WITH 1502000 SECTION C, SPEC ITEM 4

ELIN	CAC	SHORT DESCRIPTION	FULL DESCRIPTION	EST QTY	UNIT OF ISSUE	UNIT PRICE	TOTAL AMOUNT	
A700	---	Composite Hourly Rate Work <sup>(1)</sup>	The intention of the "Composite Hourly Rate Work" and "Parts and Materials" line items are to provide a means to accomplish specific and unique tasks that are within the scope of this contract, but exceed the limitations of firm fixed-price work.	120	HR	\$		
ELIN	CAC	SHORT DESCRIPTION	FULL DESCRIPTION	EST QTY	UNIT OF ISSUE	UNIT PRICE	TOTAL AMOUNT	
A701	---	Parts and Materials <sup>(2)</sup>	Provide Parts and Materials for work performed under Exhibit Line Item Number A700.	50,000	EA	\$ 1.00	\$ 50,000.00	
TOTAL FOR CONTRACT LINE ITEM 0002 (SUM OF ELINS A700 THROUGH A701)							\$	_____

ATTACHMENT J-0200000-10  
NOTES FOR THE SCHEDULE OF INDEFINITE QUANTITY WORK

- <sup>(1)</sup> Unit Priced Labor Work shall include all direct and indirect labor costs associated with performing a standard hour of work.
- <sup>(2)</sup> The Government will compensate the Contractor for the direct cost of materials and not necessarily the amount shown in this schedule.

ABBREVIATIONS

EA     Each  
HR     Hour

ATTACHMENT J-0200000-11  
EXHIBIT LINE ITEM NUMBERS  
SOLICITATION/CONTRACT #14-15-2436  
EXHIBIT B - CLIN 9001

Line Item 0003 1st Option Period - Firm Fixed-Price Work  
PROVIDE PRICES TO PERFORM - FIRM FIXED-PRICE WORK IN ACCORDANCE WITH 1502000 SECTION C, SPEC ITEM 3

ELIN /Sub ELIN	Description	Quantity	Unit of Issue	Unit Price	Total	CAC
B001	Naval Facilities Engineering Command - Hawaii Code OPHP6E					
B001AA	Maintenance and Technical Assistance - Navy's Potable Water, Rugid SCADA System	2	EA	\$	\$	
TOTAL PRICE FOR CONTRACT LINE ITEM 0003 (OPTION PERIOD ONE)				TOTAL	\$	

ATTACHMENT J-0200000-11  
EXHIBIT LINE ITEM NUMBERS (ELIN)  
SOLICITATION/CONTRACT #14-15-2436  
EXHIBIT B - CLIN 9001

Line Item 0004 1st Option Period - Indefinite Delivery Indefinite Quantity Work

PROVIDE PRICES FOR INDEFINITE DELIVERY INDEFINITE QUANTITY WORK IN ACCORDANCE WITH 1502000 SECTION C, SPEC ITEM 4

ELIN	CAC	SHORT DESCRIPTION	FULL DESCRIPTION	EST QTY	UNIT OF ISSUE	UNIT PRICE	TOTAL AMOUNT
B700	---	Composite Hourly Rate Work <sup>(1)</sup>	The intention of the "Composite Hourly Rate Work" and "Parts and Materials" line items are to provide a means to accomplish specific and unique tasks that are within the scope of this contract, but exceed the limitations of firm fixed-price work.	120	HR	\$	\$
B701	---	Parts and Materials <sup>(2)</sup>	Provide Parts and Materials for work performed under Exhibit Line Item Number B700.	50,000	EA	\$ 1.00	\$ 50,000.00
TOTAL FOR CONTRACT LINE ITEM 0004 (SUM OF ELINS B700 THROUGH B701)							\$ _____

ATTACHMENT J-0200000-11  
NOTES FOR THE SCHEDULE OF INDEFINITE QUANTITY WORK

- <sup>(1)</sup> Unit Priced Labor Work shall include all direct and indirect labor costs associated with performing a standard hour of work.
- <sup>(2)</sup> The Government will compensate the Contractor for the direct cost of materials and not necessarily the amount shown in this schedule.

ABBREVIATIONS

EA     Each  
HR     Hour

ATTACHMENT J-0200000-12  
EXHIBIT LINE ITEM NUMBERS  
SOLICITATION/CONTRACT #14-15-2436  
EXHIBIT C - CLIN 9002

Line Item 0005 2nd Option Period - Firm Fixed-Price Work

PROVIDE PRICES TO PERFORM - FIRM FIXED-PRICE WORK IN ACCORDANCE WITH 1502000 SECTION C, SPEC ITEM 3

ELIN /Sub ELIN	Description	Quantity	Unit of Issue	Unit Price	Total	CAC
C001	Naval Facilities Engineering Command - Hawaii Code OPHP6E					
C001AA	Maintenance and Technical Assistance - Navy's Potable Water, Rugid SCADA System	2	EA	\$	\$	
TOTAL PRICE FOR CONTRACT LINE ITEM 0005 (OPTION PERIOD TWO)				TOTAL	\$	

ATTACHMENT J-0200000-12  
EXHIBIT LINE ITEM NUMBERS (ELIN)  
SOLICITATION/CONTRACT #14-15-2436  
EXHIBIT C - CLIN 9002

Line Item 0006 2nd Option Period - Indefinite Delivery Indefinite Quantity Work

PROVIDE PRICES FOR INDEFINITE DELIVERY INDEFINITE QUANTITY WORK IN ACCORDANCE WITH 1502000 SECTION C, SPEC ITEM 4

ELIN	CAC	SHORT DESCRIPTION	FULL DESCRIPTION	EST QTY	UNIT OF ISSUE	UNIT PRICE	TOTAL AMOUNT
C700	---	Composite Hourly Rate Work <sup>(1)</sup>	The intention of the "Composite Hourly Rate Work" and "Parts and Materials" line items are to provide a means to accomplish specific and unique tasks that are within the scope of this contract, but exceed the limitations of firm fixed-price work.	120	HR	\$	\$
C701	---	Parts and Materials <sup>(2)</sup>	Provide Parts and Materials for work performed under Exhibit Line Item Number C700.	50,000	EA	\$ 1.00	\$ 50,000.00
TOTAL FOR CONTRACT LINE ITEM 0006 (SUM OF ELINS C700 THROUGH C701)							\$ _____

ATTACHMENT J-0200000-12  
NOTES FOR THE SCHEDULE OF INDEFINITE QUANTITY WORK

- (1) Unit Priced Labor Work shall include all direct and indirect labor costs associated with performing a standard hour of work.
- (2) The Government will compensate the Contractor for the direct cost of materials and not necessarily the amount shown in this schedule.

ABBREVIATIONS

EA     Each  
HR     Hour

ATTACHMENT J-0200000-13  
EXHIBIT LINE ITEM NUMBERS  
SOLICITATION/CONTRACT #14-15-2436  
EXHIBIT D - CLIN 9003

Line Item 0007 3rd Option Period - Firm Fixed-Price Work

PROVIDE PRICES TO PERFORM - FIRM FIXED-PRICE WORK IN ACCORDANCE WITH 1502000 SECTION C, SPEC ITEM 3

ELIN /Sub ELIN	Description	Quantity	Unit of Issue	Unit Price	Total	CAC
D001	Naval Facilities Engineering Command - Hawaii Code OPHP6E					
D001AA	Maintenance and Technical Assistance - Navy's Potable Water, Rugid SCADA System	2	EA	\$	\$	
TOTAL PRICE FOR CONTRACT LINE ITEM 0007 (OPTION PERIOD THREE)				TOTAL	\$	

ATTACHMENT J-0200000-13  
EXHIBIT LINE ITEM NUMBERS (ELIN)  
SOLICITATION/CONTRACT #14-15-2436  
EXHIBIT D - CLIN 9003

Line Item 0008 3rd Option Period - Indefinite Delivery Indefinite Quantity Work

PROVIDE PRICES FOR INDEFINITE DELIVERY INDEFINITE QUANTITY WORK IN ACCORDANCE WITH 1502000 SECTION C, SPEC ITEM 4

ELIN	CAC	SHORT DESCRIPTION	FULL DESCRIPTION	EST QTY	UNIT OF ISSUE	UNIT PRICE	TOTAL AMOUNT
D700	---	Composite Hourly Rate Work <sup>(1)</sup>	The intention of the "Composite Hourly Rate Work" and "Parts and Materials" line items are to provide a means to accomplish specific and unique tasks that are within the scope of this contract, but exceed the limitations of firm fixed-price work.	120	HR	\$	\$
ELIN	CAC	SHORT DESCRIPTION	FULL DESCRIPTION	EST QTY	UNIT OF ISSUE	UNIT PRICE	TOTAL AMOUNT
D701	---	Parts and Materials <sup>(2)</sup>	Provide Parts and Materials for work performed under Exhibit Line Item Number D700.	50,000	EA	\$ 1.00	\$ 50,000.00
TOTAL FOR CONTRACT LINE ITEM 0008 (SUM OF ELINS D700 THROUGH D701)						\$	_____

ATTACHMENT J-0200000-13  
NOTES FOR THE SCHEDULE OF INDEFINITE QUANTITY WORK

- (1) Unit Priced Labor Work shall include all direct and indirect labor costs associated with performing a standard hour of work.
- (2) The Government will compensate the Contractor for the direct cost of materials and not necessarily the amount shown in this schedule.

ABBREVIATIONS

EA     Each  
HR     Hour

ATTACHMENT J-0200000-14  
EXHIBIT LINE ITEM NUMBERS  
SOLICITATION/CONTRACT #14-15-2436  
EXHIBIT E - CLIN 9004

Line Item 0009 4th Option Period - Firm Fixed-Price Work

PROVIDE PRICES TO PERFORM - FIRM FIXED-PRICE WORK IN ACCORDANCE WITH 1502000 SECTION C, SPEC ITEM 3

ELIN /Sub ELIN	Description	Quantity	Unit of Issue	Unit Price	Total	CAC
E001	Naval Facilities Engineering Command - Hawaii Code OPHP6E					
E001AA	Maintenance and Technical Assistance - Navy's Potable Water, Rugid SCADA System	2	EA	\$	\$	
TOTAL PRICE FOR CONTRACT LINE ITEM 0009 (OPTION PERIOD FOUR)				TOTAL	\$	

ATTACHMENT J-0200000-14  
EXHIBIT LINE ITEM NUMBERS (ELIN)  
SOLICITATION/CONTRACT #14-15-2436  
EXHIBIT E - CLIN 9004

Line Item 0010 4th Option Period - Indefinite Delivery Indefinite Quantity Work

PROVIDE PRICES FOR INDEFINITE DELIVERY INDEFINITE QUANTITY WORK IN ACCORDANCE WITH 1502000 SECTION C, SPEC ITEM 4

ELIN	CAC	SHORT DESCRIPTION	FULL DESCRIPTION	EST QTY	UNIT OF ISSUE	UNIT PRICE	TOTAL AMOUNT
E700	---	Composite Hourly Rate Work <sup>(1)</sup>	The intention of the "Composite Hourly Rate Work" and "Parts and Materials" line items are to provide a means to accomplish specific and unique tasks that are within the scope of this contract, but exceed the limitations of firm fixed-price work.	120	HR	\$	\$
ELIN	CAC	SHORT DESCRIPTION	FULL DESCRIPTION	EST QTY	UNIT OF ISSUE	UNIT PRICE	TOTAL AMOUNT
E701	---	Parts and Materials <sup>(2)</sup>	Provide Parts and Materials for work performed under Exhibit Line Item Number E700.	50,000	DO	\$ 1.00	\$ 50,000.00
TOTAL FOR CONTRACT LINE ITEM 0010 (SUM OF ELINS E700 THROUGH E701)							\$ _____

ATTACHMENT J-0200000-14  
NOTES FOR THE SCHEDULE OF INDEFINITE QUANTITY WORK

- (1) Unit Priced Labor Work shall include all direct and indirect labor costs associated with performing a standard hour of work.
- (2) The Government will compensate the Contractor for the direct cost of materials and not necessarily the amount shown in this schedule.

ABBREVIATIONS

EA     Each  
HR     Hour

ATTACHMENT J-0200000-15

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/ 2.6.4	N/A	Maintenance and Service Plan	Within 15 calendar days after award.	KO	1	As specified
0200000/ 2.6.8.1	N/A	Quality Management Plan	Within 15 calendar days after award and within seven calendar days of changes.	KO	1	As specified
0200000/ 2.6.8.2	N/A	QC Inspection File	Within five calendar days of completion/ termination of the contract.	KO	1	As specified
0200000/ 2.6.8.3	N/A	Contractor Quality Inspection and Surveillance Report	First work day of the Month following completion of Bi- Annual System Maintenance	KO	1	As Specified
0200000/ 2.9.1	N/A	List of Key Personnel and Qualifications	Within 15 calendar days after award.	KO	1	As specified
0200000/ 2.9.1	N/A	Organizational Chart	Within 15 calendar days after award.	KO	1	As specified
0200000/ 2.9.2.6	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/ 2.9.3	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/ 2.10.1	N/A	Employee List	Upon request.	KO	1	As required
0200000/ 2.11.1	N/A	Accident Prevention Plan	Within 15 calendar days after award and within seven calendar days of changes.	KO	1	As specified
0200000/ 2.11.2	N/A	Activity Hazard Analysis	Together with the Accident Prevention Plan and for changes.	KO	1	As specified
0200000/ 2.11.3	N/A	Occupational Risk and Compliance Plans and Programs	Together with the Accident Prevention Plan and for changes.	KO	1	As specified
0200000/ 2.11.4	J-0200000- 05 <sup>(a)</sup>	NAVFAC Contractor Incident Reporting System (CIRS)	Within five calendar days of accident.	KO	1	As required
0200000/ 2.11.4	J-0200000- 05 <sup>(b)</sup>	Weight Handling Equipment Accident Report	Within 30 calendar day of accident.	KO	1	As required
0200000/ 2.11.7	N/A	Monthly On-Site Labor Report	First work day of each month after services completed.	KO	1	As required
0200000/ 2.11.8	N/A	OSHA Citations and Violations Corrective Action Report	Within 48 hours after receiving a citation.	KO	1	As required
0200000/ 2.11.10	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/ 2.12.3.1	N/A	Recovered Material Certification	As specified	KO	1	When a product containing recovered materials is equal to or better than the original and could be used.

**Deliverables Form Preparation Instructions**

DELIVERABLE TITLE: **0200000/2.2.1.2 Restriction to Contractor Working Hours**

FORM ATTACHMENT NO.: N/A

GOVERNMENT APPROVAL REQUIRED:      Yes     No

MEDIA:    HARD COPY        ELECTRONIC     DIRECT SYSTEM INPUT

Instructions:

1. The report shall be prepared using Microsoft Office® software.
2. The purpose of this requirement is to notify the Government of work that will be accomplished outside of regular working hours for the Contractor's convenience.

**DELIVERABLES FORM PREPARATION INSTRUCTIONS**

DELIVERABLE TITLE: **0200000/2.3.4 - Permits and Licenses**

FORM ATTACHMENT NO.: N/A

GOVERNMENT APPROVAL REQUIREMENT: \_\_\_ YES  X  NO

MEDIA: \_\_\_ HARD COPY  X  ELECTRONIC \_\_\_ DIRECT SYSTEM INPUT

**INSTRUCTIONS:**

1. Use industry accepted format.
2. Purpose of this requirement is to provide evidence that all permits, licenses and authorizations have been obtained prior to commencement of work.
3. Periodic validation may be performed by KO, PAR or COR.

**DELIVERABLES FORM PREPARATION INSTRUCTIONS**

DELIVERABLE TITLE: **0200000/2.3.5 – Certificate of Insurance**

FORM ATTACHMENT NO.: N/A

GOVERNMENT APPROVAL REQUIREMENT: \_\_\_ YES  X  NO

MEDIA: \_\_\_ HARD COPY  X  ELECTRONIC \_\_\_ DIRECT SYSTEM INPUT

**INSTRUCTIONS:**

1. Use industry accepted format.
2. The purpose of this requirement to ensure insurance exists and coverage amounts are in accordance with the FAR.
3. Provide Certificate of Insurance to KO within 15 days of contract award.

**DELIVERABLES FORM PREPARATION INSTRUCTIONS**

DELIVERABLE TITLE: **0200000/2.6.4 – Maintenance and Service Plan**

FORM ATTACHMENT NO.: N/A

GOVERNMENT APPROVAL REQUIREMENT: \_\_\_ YES  X  NO

MEDIA: \_\_\_ HARD COPY  X  ELECTRONIC \_\_\_ DIRECT SYSTEM INPUT

**INSTRUCTIONS:**

1. The report shall be prepared using Microsoft Office® software.
2. The purpose of this requirement is to provide the Government with information on the plan for RUGID System service, to include dates times and durations of services.
3. Refer to the respective Specification Number for additional information.

**DELIVERABLES FORM PREPARATION INSTRUCTIONS**

DELIVERABLE TITLE: **0200000/2.6.8.1 - Quality Management (QM) Plan**

FORM ATTACHMENT NO.: N/A

GOVERNMENT ACCEPTANCE REQUIRED:      YES     \_\_\_ NO

MEDIA:     \_\_\_ HARD COPY      ELECTRONIC     \_\_\_ DIRECT SYSTEM INPUT

**INSTRUCTIONS:**

1. The purpose of the QM Plan is to describe the QMS methodology and approaches used under this contract.
2. The Contractor's QM Plan shall address:
  - a. Accurate documentation of work processes, procedures, and output measures.
  - b. A systematic procedure for assessing compliance with performance objectives and standards.
  - c. Accurate documentation of quality inspections and surveillance conducted throughout the execution of work.
3. Submit QM Plan to KO within 15 calendar days after contract award. Provide a revised plan within seven calendar days after a change to the plan is made.
4. The plan shall be prepared using the latest Microsoft Office Word® or Excel® software.

**DELIVERABLES FORM PREPARATION INSTRUCTIONS**

DELIVERABLE TITLE: **0200000/2.6.8.2 – Quality Inspection and Surveillance File**

FORM ATTACHMENT NO.: N/A

GOVERNMENT ACCEPTANCE REQUIRED:  YES  NO

MEDIA:  HARD COPY  ELECTRONIC  DIRECT SYSTEM INPUT

**INSTRUCTIONS:**

1. The Contractor shall establish and maintain an inspection and surveillance system to ensure that the work performed conforms to the contract requirements.
2. 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.
3. The file shall be turned over to the KO within five calendar days of termination of the contract.

**DELIVERABLES FORM PREPARATION INSTRUCTIONS**

DELIVERABLE TITLE: **0200000/2.6.8.3 - Quality Inspection and Surveillance Report**

FORM ATTACHMENT NO.: N/A

GOVERNMENT APPROVAL REQUIRED:  YES  NO

MEDIA:  HARD COPY  ELECTRONIC  DIRECT SYSTEM INPUT

**INSTRUCTIONS:**

1. The report can be prepared using Microsoft Office® software.
2. The 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.
3. The Quality Inspection and Surveillance Report shall be submitted no later than the first workday of the month following the System Maintenance and required with each invoice package when requesting payment for completion.
4. Submit the original to the KO with copy to the PAR.

**DELIVERABLES FORM PREPARATION INSTRUCTIONS**

DELIVERABLE TITLE: **0200000/2.9.1 – List of Key Personnel and Qualifications**

FORM ATTACHMENT NO.: N/A

GOVERNMENT APPROVAL REQUIRED: \_\_\_ YES X NO

MEDIA: \_\_\_ HARD COPY X ELECTRONIC \_\_\_ DIRECT SYSTEM INPUT

**INSTRUCTIONS:**

1. The list shall be prepared using Microsoft Office ® software.
2. Within 15 calendar days after award of the contract, or other than qualification requirements required to be submitted with the offer, the Contractor shall submit to the KO a list of key personnel and their qualifications and any additional information required by the KO to certify their qualification.

**DELIVERABLES FORM PREPARATION INSTRUCTIONS**

DELIVERABLE TITLE: **0200000/2.9.1 – Organizational Chart**

FORM ATTACHMENT NO.: N/A

GOVERNMENT APPROVAL REQUIRED: \_\_\_ YES X NO

MEDIA: \_\_\_ HARD COPY X ELECTRONIC \_\_\_ DIRECT SYSTEM INPUT

**INSTRUCTIONS:**

1. The chart shall be prepared using Microsoft Office ® software.
2. Submit Organizational Chart within 15 calendar days after award of the contract.
3. Submit to KO with copy to the PAR.

**DELIVERABLES FORM PREPARATION INSTRUCTIONS**

DELIVERABLE TITLE: **0200000/2.9.2.6 – Proof of Legal Residency**

FORM ATTACHMENT NO.: N/A

GOVERNMENT APPROVAL REQUIREMENT: \_\_\_ YES  NO

MEDIA: \_\_\_ HARD COPY  ELECTRONIC \_\_\_ DIRECT SYSTEM INPUT

**INSTRUCTIONS:**

1. The purpose of this requirement to validate legal residency.
2. Contractor shall furnish proof of legal residency prior to admission to work site.

**DELIVERABLES FORM PREPARATION INSTRUCTIONS**

DELIVERABLE TITLE: **0200000/2.9.3 – Contractor Labor Hours (eCMRA) Report**

FORM ATTACHMENT NO.: N/A

GOVERNMENT APPROVAL REQUIREMENT: \_\_\_ YES  X  NO

MEDIA: \_\_\_ HARD COPY \_\_\_ ELECTRONIC  X  DIRECT SYSTEM INPUT

**INSTRUCTIONS:**

1. The purpose of this requirement is to report total number of contractor hours worked on this contract during the performance period.
2. Information should include sub-contractor labor hours if applicable.
3. See <https://doncmra.nmci.navy.mil> for instructions for data entry. Call the help desk at the web site for additional help if necessary.
4. Entry for the performance year must be completed by 31 Oct annually.

**DELIVERABLES FORM PREPARATION INSTRUCTIONS**

DELIVERABLE TITLE: **0200000/2.10.1 – Employee List**

FORM ATTACHMENT NO.: N/A

GOVERNMENT APPROVAL REQUIREMENT: \_\_\_ YES  X  NO

MEDIA: \_\_\_ HARD COPY  X  ELECTRONIC \_\_\_ DIRECT SYSTEM INPUT

**INSTRUCTIONS:**

1. The purpose of this requirement is to identify the employees working on this contract.
2. List should include but not limited to employee's name, supervisor's name, company and level of security clearance.
3. KO, PAR or COR may request list periodically or as needed.

**DELIVERABLES FORM PREPARATION INSTRUCTIONS**

DELIVERABLE TITLE: **0200000/2.11.1 - Accident Prevention Plan (APP)**

FORM ATTACHMENT NO.: N/A

GOVERNMENT ACCEPTANCE REQUIRED:  YES  NO

MEDIA:  HARD COPY  ELECTRONIC  DIRECT SYSTEM INPUT

**INSTRUCTIONS:**

1. The plan shall be prepared using the latest Microsoft Office® software.
2. The purpose of this plan is to ensure the contractor has a well-organized and thorough Safety Program.
3. Contractor shall follow the format and cover all topics as delineated in Appendix A of EM-385-1-1.
4. Submit APP to the KO, with copy to the PAR, within 15days after contract award, as an annual report, and within seven days after modification due to change in work conditions, hazards, or activities have occurred.

**DELIVERABLES FORM PREPARATION INSTRUCTIONS**

DELIVERABLE TITLE: **0200000/2.11.2 - Activity Hazard Analysis (AHA)**

FORM ATTACHMENT NO.: N/A

GOVERNMENT ACCEPTANCE REQUIRED:     YES             NO

MEDIA:                     HARD COPY                     ELECTRONIC                     DIRECT SYSTEM INPUT

**INSTRUCTIONS:**

1. The purpose of this requirement is to identify common recurring work activities performed in this contract and any potential hazards that may exist.
2. AHA shall follow format of Figure 1-2 of EM-385-1-1 and shall explain the following:
  - a. The steps of the service process;
  - b. Identify potential hazards that exist as a result of the Contractor's service process within the environment;
  - c. Measures or plans of actions to safely remove potential hazards away from people in and around the service process and environment;
  - d. Specific materials and equipment necessary to safely remove potential hazards away from people in and around the service process and environment;
  - e. Inspection requirements to assure service activity is safe; and
  - f. Training of service personnel to be aware of potential hazards and measures or plans of actions to be used to remove hazards from service environment.
3. The report shall be prepared using the latest Microsoft Office Word® or Excel® software.
4. Submit AHA along with APP to KO within 15 calendar days after contract award and seven calendar days when contract modifications are made.

**Deliverables Form Preparation Instructions**

Deliverable Title: **0200000/2.11.3 – Occupational Risk and Compliance Plans**

Form Attachment No.: N/A

Government Acceptance Required:  Yes  No

Media:  Hard Copy  Electronic  Direct System Input

**Instructions:**

1. The plans shall be prepared using Microsoft Office ® software.
2. The purpose of these plans is to identify risks and requirements associated with various types of work and how these plans will be implemented and complied with.
3. Include these plans with the APP and submit to KO within 15 calendar days after contract award and 7 calendar days when contract modifications are made.

**DELIVERABLES FORM PREPARATION INSTRUCTIONS**

DELIVERABLE TITLE: **0200000/2.11.4 - Contractor Incident Reporting System (CIRS)**

FORM ATTACHMENT NO.: 0200000-05(a)

GOVERNMENT APPROVAL REQUIREMENT: \_\_\_ YES X NO

MEDIA: \_\_\_ HARD COPY X ELECTRONIC X DIRECT SYSTEM INPUT

**INSTRUCTIONS:**

1. The purpose of this report is to document significant incidents such as damages, accidents, mishaps, and near misses.
2. At a minimum, the report shall include the following:
  - a. General information (e.g., accident classification, accident involving)
  - b. Personal information (e.g., Name of person involved, etc.)
  - c. Witness information (e.g., Name of witness involved, etc.)
  - d. Contract information (e.g., Name of contract, etc.))
  - e. Accident description (e.g., Date/Time/Location of accident, details of accident, action taken to prevent re-occurrence, etc.)
  - f. Injury/Illness/Fatality information (e.g., Severity of injury/illness, etc.)
  - g. Estimated damage cost (for property, material or supply damage)
3. See **J-0200000-05(a)**, Contractor Incident Reporting System (CIRS) for form and additional instructions.
4. Submit copies of CIRS to KO, PAR, and NAVFAC HI Safety Officer and electronically submit via the NAVFAC Enterprise Safety Applications Management System (ESAMS). .

**DELIVERABLES FORM PREPARATION INSTRUCTIONS**

DELIVERABLE TITLE: **0200000/2.11.4 – Weight Handling Equipment (WHE) Accident Report (Crane and Rigging Gear)**

FORM ATTACHMENT NO.: 0200000-05(b)

GOVERNMENT APPROVAL REQUIREMENT: \_\_\_ YES X NO

MEDIA: X HARD COPY X ELECTRONIC \_\_\_ DIRECT SYSTEM INPUT

**INSTRUCTIONS:**

1. The purpose of this report is to document any WHE accidents that occur as a result of any one or more of the eight elements in the operating envelope failing to perform correctly.
2. See **J-0200000-05(b)**, WHE Accident Report (Crane and Rigging Gear) for form and additional instructions.
3. Submit copies of WHE Accident Report to KO, NAVFAC HI Safety Officer and Navy Crane Center at [m\\_nfsh\\_ncc\\_accident@navy.mil](mailto:m_nfsh_ncc_accident@navy.mil). The fax number is (757) 967-3808.

**DELIVERABLES FORM PREPARATION INSTRUCTIONS**

DELIVERABLE TITLE: **0200000/2.11.7 – Monthly Exposure Reports (On-Site Labor Report)**

FORM ATTACHMENT NO.: N/A

GOVERNMENT APPROVAL REQUIREMENT: \_\_\_ YES X NO

MEDIA: \_\_\_ HARD COPY X ELECTRONIC \_\_\_ DIRECT SYSTEM INPUT

**INSTRUCTIONS:**

1. The report shall be prepared using the latest Microsoft Office software.
2. The purpose of this report is to document the hours performed by contractor employees (prime and sub-contract) as required by NAVFAC Safety Office.
3. Submit report to KO monthly or as required by work schedule.

**DELIVERABLES FORM PREPARATION INSTRUCTIONS**

DELIVERABLE TITLE: **0200000/2.11.8 – OSHA Citations & Violations Corrective Action Report**

FORM ATTACHMENT NO.: N/A

GOVERNMENT APPROVAL REQUIRED:     YES             NO

MEDIA:                     HARD COPY                     ELECTRONIC                     DIRECT SYSTEM INPUT

**INSTRUCTIONS:**

1. The report shall be prepared using the latest Microsoft Office Word® or Excel® software.
2. The purpose of this report is to notify the Government of OSHA citations and corrective actions taken.
3. Submit to KO with copy to PAR within 48 hours after receiving citation.

**DELIVERABLES FORM PREPARATION INSTRUCTIONS**

DELIVERABLE TITLE: **0200000/2.11.10 – Safety Certifications**

FORM ATTACHMENT NO.: N/A

GOVERNMENT ACCEPTANCE REQUIRED:  YES  NO

MEDIA:  HARD COPY  ELECTRONIC  DIRECT SYSTEM INPUT

Instructions:

1. The purpose is to ensure all safety certification requirements are fulfilled.
2. No work, that requires a certification, shall start without a valid and approved certification.
3. Submit copies of certifications to KO and PAR.

**DELIVERABLES FORM PREPARATION INSTRUCTIONS**

DELIVERABLE TITLE: **0200000/2.12.3.1 – Recovered Material Certification**

FORM ATTACHMENT NO.: N/A

GOVERNMENT ACCEPTANCE REQUIRED:  YES  NO

MEDIA:  HARD COPY  ELECTRONIC  DIRECT SYSTEM INPUT

Instructions:

1. The report shall be prepared using Microsoft Office® software.
2. The purpose of this requirement is to provide the Government with information when a product containing recovered materials is equal to or better than the original and could be used for this contract.

RUGID SCADA COMPUTER PROGRAM AND DATABASE REQUIREMENTS

1. Contractor shall furnish a fully functioning Windows 7 based program ("Program") to record and extract field collected SCADA data and provide both numerical and graphical outputs as described below.
  - a. Currently collected SCADA potable water, salt water, steam, LP Air and HP Air parameters include, but is not limited to flowrate, totalized flow, water level, pressure, temperature, vibration, and chlorine and fluoride levels.
  - b. Program shall graph each parameter in an x-y format, where the parameter shall be plotted along the y-axis. Date/time shall be plotted along the x-axis.
  - c. Graphed parameters shall be capable of being zoomed in by selecting a window on the base graph (i.e. say base graph of flow is plotted from April 1, 2010 to April 30, 2010. Program shall be able to allow a window within this time frame to be zoomed in, such as from April 12 to 23, 2010).
  - d. For each parameter, Program shall allow up to six different locations to be graphed and displayed simultaneously on the same date/time x-axis.
  - e. Program shall display 3 different parameters on the same date/time x-axis.
  - f. Program shall have capabilities to display a grid, plot individual SCADA data points for each parameter, and have a crosshair function to enable the user to select a specific data point and have it display the parameter value and date/time of point.
  - g. Specific requirements for each parameter are as follows:
    - 1) Flowrate - Program shall graph flowrate in units of million gallons per day, MGD.
    - 2) Totalized Flow – Program shall be capable of totalizing flow between selectable time periods. The selected start date/time shall display the totalized amount at the start of the period and the selected end date/time shall display the totalized amount at the end of the period. The difference between the start and end periods shall constitute the total flow between the selected time period. These values shall be summarized in a pop-up window, which will also include the average flow rate over the selected time period. Average flow rate shall be expressed in MGD.
    - 3) Water Level – Program shall graph water level in units of feet.
    - 4) Pressure – Program shall graph pressures in units of pounds per square inch, psi.
    - 5) Temperature – Program shall graph temperature in units of degrees Fahrenheit.
    - 6) Vibration – Program shall graph vibration in standard vibration units.
    - 7) Chlorine - Program shall graph chlorine in units of milligrams per liter (mg/L).
    - 8) Fluoride - Program shall graph fluoride in units of milligrams per liter (mg/L).
  - h. Program shall be installed in place and complete at the startup of the actual contract maintenance period (i.e. no disruption in service).

Section K - Representations, Certifications and Other Statements of Offerors

CONTRACTOR INFORMATION

CONTRACTOR NAME: \_\_\_\_\_

IF ENTERING POST OFFICE BOX NUMBER ON YOUR OFFER FORM, PLEASE PROVIDE YOUR:

STREET ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

FACSIMILE NUMBER WITH AREA CODE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

DUNS NO.: \_\_\_\_\_

CAGE CODE: \_\_\_\_\_

GENERAL EXCISE LICENSE NUMBER: \_\_\_\_\_

=====

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 811212.

(2) The small business size standard is \$27,500,000.00.

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

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

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

( ) Paragraph (d) applies.

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

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

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

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

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

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

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

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

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

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

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

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

(End of provision)

52.204-17 OWNERSHIP OF CONTROL OF OFFEROR (NOV 2014)

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

Commercial and Government Entity (CAGE) code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or government entity, or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

(b) The Offeror represents that it [  ] has or [  ] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates ``has" in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code:

\_\_\_\_\_

Immediate owner legal name: \_\_\_\_\_

(Do not use a ``doing business as" name)

Is the immediate owner owned or controlled by another entity?:

[  ] Yes or [  ] No.

(d) If the Offeror indicates ``yes" in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

\_\_\_\_\_

Highest-level owner legal name: \_\_\_\_\_

\_\_\_\_\_

(Do not use a ``doing business as" name)

(End of provision)

## 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This

includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

(iii) In an administrative proceeding, a finding of fault and liability that results in--

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

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

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

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

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

(End of provision)

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

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

Person--

(1) Means--

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

Sensitive technology--

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

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

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

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

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

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

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

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

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

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

(End of provision)

#### 252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)

(a) Definition. Covered DoD official is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

(End of provision)

#### 252.203-7998 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION 2015-O0010) (FEB 2015)

(a) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2015)

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(vi) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vii) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(viii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(ix) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

\_\_\_ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

\_\_\_ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

\_\_\_ (iii) 252.225-7020, Trade Agreements Certificate.

\_\_\_ Use with Alternate I.

(iv) 252.225-7031, Secondary Arab Boycott of Israel.

(v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

Use with Alternate I.

Use with Alternate II.

Use with Alternate III.

Use with Alternate IV.

Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM Web site at <https://www.acquisition.gov/>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below  [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

**252.209-7992 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2015 APPROPRIATIONS (DEVIATION 2015-00005) (DEC 2014)**

(a) In accordance with sections 744 and 745 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds made available by this or any other Act may be used to enter into a contract with any corporation that—

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

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

DELIVERY REQUIREMENTS

a. The offeror shall submit its proposal by one of the following methods:

(1) Mail. Submit the proposal to the address listed below:

NAVFAC HAWAII

SERVICES ACQUISITION DIVISION (PRJ233)

400 MARSHALL ROAD

JBPHH, HI 96860-3139

(i) Submit the proposal in sealed envelopes or packages, indicating the date and time specified for receipt, the solicitation number, and the name and address of the Offeror.

(ii) The Government recommends that the offeror send its proposal via the U. S. Postal Service. If security levels are heightened, other carriers may not be allowed on base for delivery to the address specified above.

(2) Hand Deliver/Courier Service. Hand deliver the proposal to Building A-12 of the Naval Facilities Engineering Command (NAVFAC) Hawaii Compound. Upon arrival, the offeror or courier shall notify Government personnel that it requests to drop off a proposal and shall present photo identification for verification.

b. If security levels are heightened, the Government will notify offerors of the revised submittal procedures.

## CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Company legal business.

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

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

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

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

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

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

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

(End of clause)

#### 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)

Any contract awarded as a result of this solicitation will be  DX rated order;  DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

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

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

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

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

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

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

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

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

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

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

(i) The solicitation number;

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

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

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

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

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

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

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

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

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

(3) It is the only proposal received.

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

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

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

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at

52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

proposal.

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

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

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

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

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

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

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

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

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

(iv) A summary of the rationale for award.

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

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

(End of provision)

#### 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in FAR 31.205-10(b) are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

(End of provision)

52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)—ALTERNATE I (OCT 2010)

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

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

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

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

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

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

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

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

(1) The offeror shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments for CLINs 0001, 0003, 0005, 0007, 0009 in the following format:

Element of Proposal Costs

Direct Labor	\$ _____
Materials	\$ _____
Overhead ( __%)	\$ _____
Subcontract	\$ _____
Subtotal	\$ _____

G&A (___%)	\$ _____
Total Cost	\$ _____
Profit (___%)	\$ _____
Sub Total	\$ _____
General Excise Tax (___%)	\$ _____
TOTAL FOR CLIN	\$ _____

(End of provision)

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

The Government contemplates award of a combination firm-fixed price and indefinite delivery indefinite quantity contract resulting from this solicitation.

(End of provision)

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

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Naval Facilities Engineering Command, Hawaii (PRJ233), 400 Marshall Road, JBPHH, Hawaii 96860-3139

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

(End of provision)

#### 52.237-1 SITE VISIT (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

(4) The Government has marked the record “Active.”

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

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

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

(1) An offeror may obtain a DUNS number—

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

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

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

(i) Company legal business name.

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

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

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

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

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

(End of Provision)

#### **5252.215-9300, CONTENT OF PROPOSALS (MAR 2002)**

a. General Solicitation Submittal Requirements: Submit one set of the price proposal and the non-price proposal in separate 3-ring binders. The complete price and non-price proposals shall be separated into folders entitled "Price Proposal" and "Non-Price Proposal." The non-price proposal shall not contain any cost/pricing information.

b. Price Proposal.

(1) Solicitation Submittal Requirements.

(a) Standard Form 33 with an original signature;

(1) Ensure Blocks 15 and 16 of the SF33 are completed as follows:

(a) Individuals doing business as a firm - Signed by that individual, and the signature shall be followed by the individual's typed, stamped, or printed name and the words, "an individual doing business as \_\_\_\_\_" [insert name of firm].

(b) Partnerships - Signed in the partnership name.

(c) Corporations - Signed in the corporate name, followed by the word "by" and the signature and title of the person authorized to sign.

(d) Joint Ventures - Signed by each participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant.

(2) If the offeror delegates this authority to an individual or position, the offeror must submit a Delegation of Authority letter signed by someone authorized to delegate, along with a corporate statement (e.g., by-laws, corporate resolution) showing that the delegator is authorized to delegate this authority.

(b) Acknowledgment of any amendments issued for this RFP;

(c) Section B Pricing Schedule;

(d) Attachments J-0200000-10 through J-0200000-14, ELIN Schedules;

(e) Representations, Certifications, and Other Statements of Offerors;

(1) Section K;

(2) Complete the annual representations and certifications electronically via the sam.gov website at <https://www.sam.gov>. Ensure you also complete the DFARS provisions. In order for the DFARS clauses to appear in ORCA, you must answer "yes" to Question #27, (would like to do business with the Department of Defense);

(f) Evidence of submission of VETS-100 Report, entitled "Federal Contractor Veterans' Employment Report (VETS-100 Report)," as required by FAR 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. (If not applicable, provide statement that Offeror has not had contracts subject to this requirement.);

(g) CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate);

(h) Joint Venture Agreement (if submitting proposal as a joint venture);

(i) Most current balance sheet for a full year.

c. Non-price Proposal:

(1) Factor 1, Corporate Experience:

(a) Solicitation Submittal Requirements:

(1) Submit a list of all RUGID SCADA maintenance contracts or subcontracts for your firm, using the attachment entitled, “Corporate Experience List” which meet the relevancy requirements in paragraph entitled “Basis of Evaluation” for Corporate Experience. Contracts listed may include those entered into with Federal, State, or local governmental agencies, as well as contracts with commercial entities. Submit a separate list for each subcontractor that will perform major aspects of the requirement.

(2) In addition, if the evaluation of your experience list (your firm's and your subcontractors') does not result in an Acceptable rating for Corporate Experience, the Government will consider the experience of your (your firm's and your subcontractors') Project Manager and Quality Manager, using the attachment entitled, “Key Personnel Experience List.” The Project Manager and Quality Manager shall each have at least three years of relevant experience, working on contracts and subcontracts which meet the relevancy requirements in paragraph entitled “Basis of Evaluation” for Corporate Experience. You must submit a separate “Key Personnel Experience List” for both the Project Manager and Quality Manager. If you submit the list for only one position, it will not be considered.

(2) Factor 2 – RUGID Factory Field Representative Certification

(a) Solicitation Submittal Requirements:

(1) Provide the following for your firm:

(a) Certification (in accordance with Section 0200000, specification item no. 2.8.1) verifying that you are a RUGID factory certified field representative. Failure to submit this certification may render the proposal ineligible for award.

(3) Factor 3 – Safety

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

(1) Experience Modification Rate (EMR): For the three previous complete calendar years, 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. Any extenuating circumstances that affected the EMR and upward or downward trends should be addressed as part of this element.

(2) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate: For the three previous complete calendar years, 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.

(3) 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.

(4) Factor 4, Past Performance

(a) Solicitation Submittal Requirements:

(1) IF A COMPLETED CPARS EVALUATION IS AVAILABLE (FOR EACH PROJECT LISTED FOR FACTOR 1), IT SHALL BE SUBMITTED WITH THE PROPOSAL. IF THERE IS NOT A COMPLETED CPARS EVALUATION, the Past Performance Questionnaire (PPQ) included in the solicitation is provided for the offeror or its team members to submit to the client for each project the offeror includes in its proposal for Factor 1, Corporate Experience. AN OFFEROR SHALL NOT SUBMIT A PPQ WHEN A COMPLETED CPARS IS AVAILABLE. The Government will not consider PPQs for projects for which completed CPARS are available.

(2) 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 (Attachment C), which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Ms. J. Shimoda, via email at julie.shimoda@navy.mil prior to proposal closing date. Offerors shall not incorporate by reference into their proposal PPQs or CPARS previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

(3) Also include performance recognition documents received within the last seven years such as awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition.

(4) In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the offeror's proposal, inquiries of owner representative(s), and any other known sources not provided by the offeror.

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

d. Each offeror shall address and submit, as a minimum, ALL items required by paragraphs above. Failure to include a portion of an item or any item may render the proposal ineligible for award.

e. The technical proposal presented by the offeror to whom the award is made will be incorporated into the contract at time of award.

5252.237-9302, SITE VISIT (JUL 1995)

(a) The site will be available for visitation as shown on Notice No. 3.

(b) Visitors may be required to present documentation evidencing personal identification and firm affiliation.

#### SET-ASIDE INFORMATION

a. (1) The North American Industry Classification System (NAICS) code for this acquisition is 811212..

(2) The small business size standard is \$27,500,000.00.

b. This solicitation is limited to small business according to the NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE clause in Section I.

#### AVAILABILITY OF SPECIFICATIONS

In addition to the availability of specifications and standards set forth elsewhere in Section L, the following sources may be used:

a. Single copies of Federal and Military specifications and ASTM Standards on an as-available basis, may be examined at the Library of , Pacific Division, Naval Facilities Engineering Command (PACDIV), Building No. 258, in Makalapa, Specifications and Cost Engineering Branch office. Inquiries by telephone shall be made by calling (808) 471-9698.

b. Federal and Military Specifications are available for examination on microfilm. The reader/printer shall be used only for reading. Printing will not be permitted.

#### ELECTRONIC TRANSMISSIONS

The Government may transmit letters to offerors via facsimile or email (in lieu of letters by mail) for all matters regarding this solicitation after receipt of proposals. The Government will use the facsimile number and the email address provided by the contractor on the planholder registration feature in NECO. If the Government sends letters via facsimile machine or email, successful transmission of the letter, as evidenced by the transmission report generated by the Government's facsimile machine or the "Sent" date shown on the Government's email, will constitute official notification to and receipt by the offeror. The date and time recorded on the Government's transmission report or "Sent" email will be the official date and time of receipt by the offeror.

ATTACHMENT A  
CORPORATE EXPERIENCE LIST

<b>Prime Contractor's or Subcontractor's name:</b>				
<b>Percentage of work this subcontractor will perform:</b>				
<b>Provide the following information for each contract/subcontract your firm performed for RUGID SCADA maintenance contracts or subcontracts which included the creation and/or management, maintenance and upkeep of a Windows© based Oracle© database or equivalent program which records and extracts field collected SCADA data that provides both numerical and geographical outputs. Also provide the following information for each subcontractor that will perform major or critical aspects of the requirement.</b>				
	1	2	3	4
Contract No.				
<b>Title of Contract:</b>				
Name of Contracting Activity				
Contract Type (e.g., FFP, IDQ, Cost reimbursement)				
<b>Contract Price below (Include contract value only for the portion of work YOUR company performed.that is similar to the work required under this solicitation.)</b>				
Estimated or Actual Completion Date				
Base Year Term (From ____ To ____)				
Firm-Fixed Price Amount				
Indefinite Quantity Amount				
Maximum				
Total Amount Actually Ordered				
Option 1 Term (From ____ To ____)				
Firm-Fixed Price Amount				
Indefinite Quantity Amount				
Maximum				
Total Amount Actually Ordered				

ATTACHMENT A  
CORPORATE EXPERIENCE LIST

Option 2 Term (From _____ To _____)				
Firm-Fixed Price Amount				
Indefinite Quantity Amount				
Maximum				
Total Amount Actually Ordered				
Option 3 Term (From _____ To _____)				
Firm-Fixed Price Amount				
Indefinite Quantity Amount				
Maximum				
Total Amount Actually Ordered				
Option 4 Term (From _____ To _____)				
Firm-Fixed Price Amount				
Indefinite Quantity Amount				
Maximum				
Total Amount Actually Ordered				
Total contract amount. (Note: This amount should equal the total for base plus all option years above.)				
Description of work performed				
Contracting Officer's Name				
Contracting Officer's Phone No.				
Contracting Officer's e-mail address				
Administrative Contracting Officer's Name				
Administrative Contracting Officer's Phone No.				
Administrative Contracting Officer's e-mail address				

ATTACHMENT B  
KEY PERSONNEL EXPERIENCE LIST

Provide the following information for each key personnel (i.e., Project Manager and Quality Control Manager) your firm proposes for this contract.								
Key personnel's Name:								
Proposed position if awarded this contract:								
Work Experience:								
Company Name	Position Held	Contract No.	Title of Contract/Description of Work	Was relevant work included in this contract? Please indicate "Yes" or "No"	If "Yes" to prior column, include annual dollar value of relevant work.	(Complete this column only if position held did not apply to entire contract.) Identify the type of services and percentage of contract value individual was responsible for	Timeframe in this position (i.e., 10/1/03 - 9/30/04)	Total amount of time employed in this position
<b>Examples:</b>								
ABC Co.	Project Manager	N62742-00-D-9999	Military Family Housing Maintenance Services	Yes	\$ 1,000,000.00	Grounds Maintenance and Tree Trimming Services, 25% of annual contract value or \$250,000.00	3/1/03 - 12/31/03	9 months
DEF Co.	Quality Manager	N62742-00-D-1000	Grounds Maintenance and Tree Trimming Services, Various Areas, Oahu, H I	Yes	\$ 300,000.00	N/A	1/1/00 - 12/31/00	1 year

**ATTACHMENT C**

**NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)**

**CONTRACT INFORMATION (Contractor to complete Blocks 1-4)**

**1. Contractor Information**

Firm Name: \_\_\_\_\_ CAGE Code: \_\_\_\_\_  
Address: \_\_\_\_\_ DUNs Number: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

**2. Work Performed as:**                     Prime Contractor     Sub Contractor     Joint  
Venture     Other (Explain)  
Percent of project work performed:  
If subcontractor, who was the prime (Name/Phone #):

**3. Contract Information**

Contract Number:  
Delivery/Task Order Number (if applicable):  
Contract Type:     Firm Fixed Price     Cost Reimbursement     Other (Please specify):  
Contract Title:  
Contract Location:  
  
Award Date (mm/dd/yy):  
Contract Completion Date (mm/dd/yy):  
Actual Completion Date (mm/dd/yy):  
Explain Differences:  
  
Original Contract Price (Award Amount):  
Final Contract Price (*to include all modifications, if applicable*):  
Explain Differences:

**4. Project Description:**

Complexity of Work     High     Med     Routine  
How is this project relevant to project of submission? (*Please provide details such as similar equipment, requirements, conditions, etc.*)

**CLIENT INFORMATION (Client to complete Blocks 5-8)**

**5. Client Information**

Name:

Title:

Phone Number:

Email Address:

**6. Describe the client's role in the project:****7. Date Questionnaire was completed (mm/dd/yy):****8. Client's Signature:**

**NOTE: NAVFAC REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO NAVFAC WITH THEIR PROPOSAL, AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON NAVFAC SOLICITATIONS. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. HOWEVER, QUESTIONNAIRES MAY BE SUBMITTED DIRECTLY TO NAVFAC. PLEASE CONTACT THE OFFEROR FOR NAVFAC POC INFORMATION. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.**

**ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT  
YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE**

RATING	DEFINITION	NOTE
<b>(E) Exceptional</b>	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
<b>(VG) Very Good</b>	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
<b>(S) Satisfactory</b>	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.

<b>(M) Marginal</b>	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
<b>(U) Unsatisfactory</b>	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
<b>(N) Not Applicable</b>	No information or did not apply to your contract	Rating will be neither positive nor negative.

Contractor Information (Firm Name): \_\_\_\_\_  
 Client Information (Name): \_\_\_\_\_

**TO BE COMPLETED BY CLIENT**

**PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.**

<b>1. QUALITY:</b>	
a) Quality of technical data/report preparation efforts	E VG S M U N
b) Ability to meet quality standards specified for technical performance	E VG S M U N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E VG S M U N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E VG S M U N
<b>2. SCHEDULE/TIMELINESS OF PERFORMANCE:</b>	
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i>	E VG S M U N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E VG S M U N
<b>3. CUSTOMER SATISFACTION:</b>	
a) To what extent were the end users satisfied with the project?	E VG S M U N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E VG S M U N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E VG S M U N
d) Overall customer satisfaction	E VG S M U N
<b>4. MANAGEMENT/ PERSONNEL/LABOR</b>	
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	E VG S M U N
b) Ability to hire, apply, and retain a qualified workforce to this effort	E VG S M U N
c) Government Property Control	E VG S M U N

Contractor Information (Firm Name): \_\_\_\_\_

Client Information (Name): \_\_\_\_\_

d) Knowledge/expertise demonstrated by contractor personnel	E	VG	S	M	U	N
e) Utilization of Small Business concerns	E	VG	S	M	U	N
f) Ability to simultaneously manage multiple projects with multiple disciplines	E	VG	S	M	U	N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	E	VG	S	M	U	N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E	VG	S	M	U	N
<b>5. COST/FINANCIAL MANAGEMENT</b>						
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	E	VG	S	M	U	N
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E	VG	S	M	U	N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	E	VG	S	M	U	N
d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	Yes			No		
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes			No		
f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i>	Yes			No		



## Section M - Evaluation Factors for Award

### PRE-AWARD SURVEY

The Government may make a pre-award survey of an offeror to determine whether such offeror is qualified and capable of performing the contract. The pre-award survey will involve examination of the offeror's financial and technical status and understanding of the contract requirements. The following are examples of the information that, upon request, the offeror shall be required to provide in writing to the pre-award survey team. Requested information shall be forwarded within five calendar days of request. Failure to provide requested information, or a determination, after review of the information, of the offeror's non-responsibility, may result in rejection.

- a. Identification of the Contractor's personnel and management to be used on this contract.
- b. The Contractor's technical and management plans for performing required services.
- c. Description of Contractor's facilities and equipment.
- d. Summary of the Contractor's experience in performing work of the type required by this specification.
- e. Current financial statements and data.
- f. Other work presently under contract.
- g. Prior contracts for similar work, and the names and addresses of individuals with the organization issuing the contract who may be contacted for information concerning the Contractor's performance.
- h. Contractor Quality Control plan for this contract.

### BASIS FOR AWARD

a. Offers are solicited on an "all or none" basis. Failure to submit prices for all items and quantities listed shall be cause for rejection of the offer. Subparagraph (c)(4) of FAR 52.215-1, "INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION" does not apply to this award. The initial award will include only Contract Line Items 0001, 0002 and 9000.

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

c. The Government will evaluate the Offeror's proposals against the criteria specified elsewhere in this section. The Government will award a contract resulting from this solicitation to the responsible offeror whose offer provides the best value to the Government, price and other factors considered.

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

e. 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.

f. 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.

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

##### 52.232-15 PROGRESS PAYMENTS NOT INCLUDED (APR 1984)

A progress payments clause is not included in this solicitation, and will not be added to the resulting contract at the time of award. Bids conditioned upon inclusion of a progress payment clause in the resulting contract will be rejected as nonresponsive.

(End of clause)

#### EVALUATION CRITERIA

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

- Factor 1 – Corporate Experience
- Factor 2 – Rugid Factory Field Representative Certification
- Factor 3 - Safety
- Factor 4 – Past Performance

The distinction between corporate experience and past performance is corporate experience pertains to the types of work and volume of work completed by a contractor that are comparable to the types of work covered by this requirement, 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.

b. Price Proposal.

(1) **Basis of Evaluation:** The Government will evaluate price based on the total price. Total price consists of the basic requirements and all option items. The Government intends to evaluate all options and has included the provision FAR 52.217-5, Evaluation of Options 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:

- (a) Comparison of proposed prices received in response to the RFP.
- (b) Comparison of proposed prices with the IGCE.
- (c) Comparison of proposed prices with available historical information.
- (d) Comparison of market survey results.

c. **Non-price Proposal:**

(1) **Factor 1, Corporate Experience:**

**Basis of Evaluation:**

(a) The Government will evaluate the offeror's relevant corporate experience on RUGID SCADA maintenance contracts or subcontracts which included the creation and/or management, maintenance and upkeep of a Windows© based Oracle© database or equivalent program which records and extracts field collected SCADA data that provides both numerical and geographical outputs, utilizing the "Corporate Experience List" of contracts completed during the past seven years prior to the issuance date of this solicitation, or currently in progress. If the Government's evaluation of the Corporate Experience list does not result in an Acceptable rating for Corporate Experience, the Government will consider the offeror's Project Manager and Quality Manager experience, using the attachment entitled, "Key Personnel Experience List" to assess an offeror's qualifications to manage and complete the requirements of the solicitation. The Government will consider corporate experience and Project Manager and Quality Manager of subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the acquisition.

(b) **Contracts and/or subcontracts will be considered relevant if:**

(1) it was similar in scope (i.e., RUGID SCADA maintenance which included the creation and/or management, maintenance and upkeep of a Windows© based Oracle© database or equivalent program which records and extracts field collected SCADA data that provides both numerical and geographical outputs) to the subject solicitation, and

(2) it was completed no more than seven years prior to the issuance date of this solicitation, or is currently in progress,

(3) it was valued at \$20,000.00 or more per year. The dollar value is based on the amount for standalone projects or multiple projects that collectively equate to \$20,000.00 or more per year and were on-going concurrently.

(c) The “Key Personnel Experience List” (experience of your firm’s and your subcontractors’ firm’s Project Manager and Quality Manager) will be considered relevant if:

(1) The Project Manager and Quality Manager each have at least three years of relevant experience working on contracts and subcontracts similar in scope to the subject solicitation (i.e., RUGID SCADA maintenance services which included the creation and/or management, maintenance and upkeep of a Windows© based Oracle© database or equivalent program which records and extracts field collected SCADA data that provides both numerical and geographical outputs).

(2) The contracts for the Project Manager and Quality Manager were completed no more than seven years prior to the issuance date of this solicitation, or are currently in progress.

(3) The Project Manager and Quality Manager each have relevant experience valued at \$20,000.00 or more per year. The dollar value is based on the amount for standalone projects or multiple projects that collectively equate to \$20,000.00 or more per year and were on-going concurrently.

(4) The “Key Personnel Experience List” must be submitted for both the Project Manager and Quality Manager. If you submit the list for only one position, it will not be considered.

(2) Factor 2 – RUGID Factory Field Representative Certification

Basis of Evaluation:

(a) Offeror provided current RUGID factory certification. The Government will not award the contract to a firm who does not possess the required RUGID factory certification.

(3) Factor 3 – Safety

Basis of Evaluation:

(a) 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 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) Factor 4, Past Performance

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

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