

|  |  |   |   |   |                             |                         |
|--|--|---|---|---|-----------------------------|-------------------------|
| <b>SOLICITATION, OFFER AND AWARD</b>   |  |   | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)               |   | RATING<br>DO-C3             | PAGE OF PAGES<br>1   84 |
| 2. CONTRACT NO.  |  | 3. SOLICITATION NO.<br>N62478-15-R-2440 | 4. TYPE OF SOLICITATION<br>[ ] SEALED BID (IFB)<br>[X] NEGOTIATED (RFP) | 5. DATE ISSUED<br>03 Apr 2015                                   | 6. REQUISITION/PURCHASE NO. |                         |
| 7. ISSUED BY<br>NAVFAC HAWAII<br>SERVICES ACQUISITION DIVISION (PRJ233)<br>400 MARSHALL ROAD<br>JBP HH HI 96860-3139 |  |   | CODE<br>N62478  | 8. ADDRESS OFFER TO (If other than Item 7)<br><b>See Item 7</b> |                             | CODE                    |
| TEL:   |  |   | TEL:  |   | FAX:                        |                         |
| FAX:   |  |   | FAX:  |   | FAX:                        |                         |

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

### SOLICITATION

9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Building A-12 until 02:00 PM local time 03 May 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<br>JULIE M. SHIMODA | B. TELEPHONE (Include area code) (NO COLLECT CALLS)<br>(808) 471-1563 | C. E-MAIL ADDRESS<br>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<br>(See Section I, Clause No. 52.232-8)   |  |               |      |
| 14. ACKNOWLEDGMENT OF AMENDMENTS<br>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated): |  | AMENDMENT NO. | DATE |
|   |  |               |      |
|   |  |               |      |

|                                  |      |          |   |
|----------------------------------|------|----------|---|
| 15A. NAME AND ADDRESS OF OFFEROR | CODE | FACILITY | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) |
|----------------------------------|------|----------|---|

|                                       |                          |  |               |                |
|---------------------------------------|--------------------------|--|---------------|----------------|
| 15B. TELEPHONE NO (Include area code) | <input type="checkbox"/> | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. | 17. SIGNATURE | 18. OFFER DATE |
|---------------------------------------|--------------------------|--|---------------|----------------|

### AWARD (To be completed by Government)

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

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

PART I - THE SCHEDULE

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 CONTRACT LINE ITEMS, SUBLINE 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) Supplies or Services and Prices. Complete and submit with the offer.
  - (2) Schedule of Indefinite Delivery Indefinite Quantity Work.
    - (a) Attachment 0200000-06 (Base Period)
    - (b) Attachment 0200000-07 (Option Period One)
    - (c) Attachment 0200000-08 (Option Period Two)
    - (d) Attachment 0200000-09 (Option Period Three)
    - (e) Attachment 0200000-10 (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 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 ELINs 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.

B.3 CONTRACT MINIMUM AND MAXIMUM QUANTITIES. The contract minimum quantity is \$25,000 for the base period. Only the base period of the contract will offer a minimum guarantee. The minimum guarantee is not applicable to any option periods exercised.

The maximum quantity is the total for CLIN 0001 for the base period and CLINs 0002 through 0005, respectively, for option periods 01 through 04. The maximum quantity shall not be exceeded except as may be provided for by formal modification to the contract.

Section B - Supplies or Services and Prices

| ITEM NO | SUPPLIES/SERVICES   | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT     |
|---------|---|--------------|------|------------|----------------|
| 0001    | IDIQ-Base Pd., Retro-commissioning Svcs.<br>FFP<br>Price to perform IDIQ work for the Base Period, in accordance with all the terms of this contract.<br>FOB: Destination | UNDEFINED    | Each |            |                |
|         |   |              |      |            | MAX<br>NET AMT |

| ITEM NO        | SUPPLIES/SERVICES   | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT     |
|----------------|---|--------------|------|------------|----------------|
| 0002<br>OPTION | IDIQ-Optn 1, Retro-commissioning Svcs.<br>FFP<br>Price to perform IDIQ work for the Option Period One, in accordance with all the terms of this contract.<br>FOB: Destination | UNDEFINED    | Each |            |                |
|                |   |              |      |            | MAX<br>NET AMT |

| ITEM NO        | SUPPLIES/SERVICES   | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|---|--------------|------|------------|------------|
| 0003<br>OPTION | IDIQ-Optn 2, Retro-commissioning Svcs.<br>FFP<br>Price to perform IDIQ work for the Option Period Two, in accordance with all the terms of this contract.<br>FOB: Destination | UNDEFINED    | Each |            |            |

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MAX  
NET AMT

| ITEM NO        | SUPPLIES/SERVICES   | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|---|--------------|------|------------|------------|
| 0004<br>OPTION | IDIQ-Optn 3, Retro-commissioning Svcs.<br>FFP<br>Price to perform IDIQ work for the Option Period Three, in accordance with all the terms of this contract.<br>FOB: Destination | UNDEFINED    | Each |            |            |

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MAX  
NET AMT

| ITEM NO        | SUPPLIES/SERVICES  | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|--|--------------|------|------------|------------|
| 0005<br>OPTION | IDIQ-Optn 4, Retro-commissioning Svcs.<br>FFP<br>Price to perform IDIQ work for the Option Period Four, in accordance with all the terms of this contract.<br>FOB: Destination | UNDEFINED    | Each |            |            |

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MAX  
NET AMT

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 9000    | Exhibit Line Items (ELINSs) Base Period<br>FFP<br>See Attachment J-0200000-06, Exhibit Line Item Numbers, Base Period, Indefinite Delivery Indefinite Quantity Work<br>FOB: Destination |          |      |            |        |

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NET AMT

| ITEM NO        | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|----------|------|------------|--------|
| 9001<br>OPTION | Exhibit Line Items (ELINSs) Option Pd. 1<br>FFP<br>See Attachment J-0200000-07, Exhibit Line Item Numbers, Option Period One,<br>Indefinite Delivery Indefinite Quantity Work<br>FOB: Destination |          |      |            |        |

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NET AMT

| ITEM NO        | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|----------|------|------------|--------|
| 9002<br>OPTION | Exhibit Line Items (ELINSs) Optio Pd. 2<br>FFP<br>See Attachment J-0200000-08, Exhibit Line Item Numbers, Option. Period,<br>Indefinite Delivery Indefinite Quantity Work<br>FOB: Destination |          |      |            |        |

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NET AMT

| ITEM NO        | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|----------|------|------------|--------|
| 9003<br>OPTION | Exhibit Line Items (ELINSs) Option Pd. 3<br>FFP<br>See Attachment J-0200000-09, Exhibit Line Item Numbers, Option Period Three,<br>Indefinite Delivery Indefinite Quantity Work<br>FOB: Destination |          |      |            |        |

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NET AMT

| ITEM NO        | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--|----------|------|------------|--------|
| 9004<br>OPTION | Exhibit Line Items (ELINSs) Option Pd. 4<br>FFP<br>See Attachment J-0200000-10, Exhibit Line Item Numbers, Option Period Four,<br>Indefinite Delivery Indefinite Quantity Work<br>FOB: Destination |          |      |            |        |

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NET AMT

| <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 Indefinite Delivery/Indefinite Quantity Retro-commissioning Services, Oahu, Hawaii by means of an 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<br/> Annex 2 Management and Administration<br/> Annex 3-14 N/A,<br/> Annex 15 Facility Management<br/> Annex 16-18 N/A</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) Retro-commissioning Services for Various Buildings: Oahu, HI.</p>  |
| 1.3                                  | Acquisition of Additional Work          | <p>The Government reserves the right to acquire additional retro-commissioning services at additional locations on Oahu, HI. 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 the Attachments. Where applicable, the Attachments provide 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. Central Pacific Hurricane season: June through November.</p>   |
| 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</p>   |

**0100000 – General Information**

| <b>Spec Item</b> | <b>Title</b>                         | <b>Description</b>   |
|------------------|--------------------------------------|--|
|                  |                                      | <p>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 | The Department of Navy (DoN) spends over \$1 billion in annual obligations to meet global requirements for facility operations and maintenance provided through Facility Support Contracts (FSC) and additional billions to provide other base operations support services (OBOS). The Head of the Contracting Activity (HCA) of the Naval Facilities Engineering Command (NAVFAC) has focused increased attention on re-engineering FSC contracts in response to customer and industry feedback, budget constraints, and the impact of a variety of contracting, program management and financial management regulations. The Navy also supports the following principles:  |
| 1.7.1            | Partnering Philosophy                | The first principle is that the Navy views its contractors as partners and not just abstract service providers. The Navy wants its contractors to succeed because partners' success drives the Navy's successful mission completion. Within the bounds of acquisition policy the Navy intends to work to find solutions that will be beneficial to both the Government and its partners.   |
| 1.7.2            | Contractor's Knowledge               | The second principle is that the Navy will receive insightful management from its contractors. This management will include the knowledge, skills, authority and willingness to use contractor resources to find better ways of serving Navy clients' strategic and operational goals and objectives. The Navy's use of performance-based objectives evidences this principle. Although performance work statements will typically contain several levels of performance assessment, the Navy wants its contractors to exercise maximum discretion within bounds of prudent risk management to adjust processes and resources needed to reach specified objectives at the highest performance level.   |
| 1.7.3            | Industry Best Practices              | The third principle is that the Navy will adopt industry best commercial practices and maintain state-of-the-art service delivery. It is the Navy's and contractor's responsibility as partners to reach this goal. To that end, the Navy's emphasis will be in evaluating performance objectives (end results).   |
| 1.8              | Standard Template                    | 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.  |

| <b>0100000 – General Information</b> |                                  |   |
|--------------------------------------|----------------------------------|---|
| <b>Spec Item</b>                     | <b>Title</b>                     | <b>Description</b>  |
|                                      |                                  | 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 (See Spec Item 1.1 for annexes that are not applicable) 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 4 of Annexes 3 through 18. |
| 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> |   |   |
|--|---|---|
| <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="#">Attachment J-0200000-01</a>  |
| 2.2  | General Information   |   |
| 2.2.1  | Government Regular Working Hours  | The Government's regular working hours are from 0700-1600, five days per week, Monday through Friday, except observed Federal holidays. Exceptions to the regular hours of operation are detailed in subsequent sections of this PWS. Work in certain annexes or sub-annexes may require Contractor continuous operations, 24 hours a day, every day of the year including holidays. The performance of all other work requirements shall be accomplished within the Government's regular working hours unless the specific work requirement specified herein necessitates otherwise. Any other work outside Government regular working hours requires prior KO approval.   |
| 2.2.1.1  | Observed Federal Holidays   | The Government observes the following holidays: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.  |
| 2.2.1.2  | Restriction to Contractor Working Hours   | If the Contractor wishes to work outside of the Government's regular working hours for the Contractor's convenience, the Contractor shall submit a written Request to Work Outside Government's Regular Working Hours to the KO for approval at least seven calendar days prior to requested day. Excludes work to be performed during specified hours.   |
| 2.2.2  | Wage Determinations   | Wage determinations are included in <a href="#">Attachment 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.   |
| 2.3  | General Administrative Requirements   |   |
| 2.3.1  | Required Conferences and Meetings   | The Contractor may be required to attend administrative and coordination meetings. The Contractor shall attend meetings as scheduled by the Contracting Officer.  |
| 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 clients 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. |

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|  |                                       | A project's characteristics determine the process level to be used. As such the following partnering level applies to this contract: The Contractor shall participate in Facilities Support Contracts Level C partnering.  |
| 2.3.3.1  | Contract Partnering Level C           | This level of partnering discusses partnering concepts and benefits and should become a part of the pre-performance conference. The senior Government and Contractor stakeholders present will jointly host the partnering sessions. The partners will determine the frequency of the follow-on sessions. The partnering sessions should be held at locations agreed to by the partners.   |
| 2.3.3.2  | Contract Partnering Administration    | Upon award, the ACO will contact the Contractor, client(s), Region, and Installation(s) stakeholders, and the performance assessment team to discuss implementation of partnering<br>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.<br><br>For more information concerning Partnering read NAVFACINST 11013.40A, which can be viewed in the Government's Contracts Office. |
| 2.3.3.3  | Contract Partnering Session Attendees | The Contractor shall bring the necessary personnel to successfully partner on this contract. Asterisk indicates mandatory personnel.<br>President/Vice President<br>*Contract/Project Manager<br>*Supervisor/Superintendent<br>*Quality Control Manager<br>* Safety Manager  |
| 2.3.4  | Permits and Licenses                  | The Contractor shall obtain all required permits, licenses, and authorizations to perform work under this contract and comply with all the applicable Federal, state and local laws and regulations. Provide evidence of such permits and licenses to the KO before work commences and at other times as requested by the KO.  |
| 2.3.5  | Insurance                             | Within 15 calendar days after award of this contract, the Contractor shall furnish the KO a Certificate of Insurance as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below. 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:<br>Comprehensive General Liability: \$500,000 per occurrence<br>Automobile Liability: \$200,000 per person, \$500,000 per occurrence, \$20,000 per occurrence for property damage<br>Workmen's Compensation: As required by Federal and State worker's compensation and occupational disease statutes<br>Employer's Liability coverage: \$100,000, except in states  |

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|  |   | where worker's compensation may not be written by private carriers<br>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  | Access to Work Areas                                  | 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.   |
| 2.3.8  | Directives, Instructions and References               | Applicable Department of Defense (DoD), Secretary of the Navy (SECNAV), Chief of Naval Operations (OPNAV), and other directives, instructions, and references are to be followed in performance of work under this contract. The Contractor shall comply with the most current version of directives, instructions, and references including versions published during the term of the contract.   |
| 2.3.9  | Invoicing Procedures                                  | Refer to Section G for invoicing procedures. Refer to <a href="#">Attachment J-0200000-03</a> , for "Sample Invoice Form".   |
| 2.4  | Government-Furnished Property, Materials and Services | In accordance with the following paragraphs, the Government will furnish or make available to the Contractor certain Government-owned facilities, utilities, materials, and equipment for use in connection with this contract.  |
| 2.4.1  | Government-Furnished Facilities (GFF)                 | Not applicable.  |
| 2.4.2  | Government-Furnished Utilities                        | Where applicable, 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 activity codes and regulations for backflow prevention devices and electrical transformer provisions. Services required by the Contractor, for which there are no available Government outlets, shall be provided by the Contractor at no cost to the Government. |
| 2.4.3  | Government-Furnished Materials (GFM)                  | Not applicable.  |
| 2.4.4  | Government-Furnished Equipment (GFE)                  | Not applicable.  |
| 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  |

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|  |                                 | polychlorinated biphenyls (PCBs) shall not be brought on site. 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 control. The Contractor shall provide a staff with the necessary management expertise to assure performance objectives and standards are met.   |
| 2.6.1  | 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 Reports shall be provided when requested by the KO. A written status report 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. |
| 2.6.2  | 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.<br><br>On any task order issued, Contractor shall provide a project schedule for each building on the task order per <a href="#">Attachment J-1501000-01</a> , <a href="#">Retro-commissioning Project Scope of Work and Assumptions</a> .   |
| 2.6.3  | Deliverables                    | Records and reports are specified in Sections C or J and listed as deliverables in Section F. The Contractor shall submit accurate and complete documents within the required timeframes as specified in Section F.  |
| 2.6.4  | 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 7 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.   |
| 2.6.5  | Quality Management System (QMS) | The Contractor shall establish and maintain a complete QMS program in accordance with the provisions specified herein. The Contractor's QMS program shall provide an effective and efficient means of identifying and correcting problems throughout the entire scope of operations. The Contractor's QMS program shall address: <ul style="list-style-type: none"> <li>• Accurate documentation of work processes, procedures, and output measures.</li> <li>• A systematic procedure for assessing compliance with performance objectives and standards.</li> </ul>  |

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| Spec Item                               | Title                                 | Description   |
|   |                                       | <ul style="list-style-type: none"> <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>   |
| 2.6.5.1                                 | Quality Control Plan (QCP)            | Within 15 calendar days after award of the contract, the Contractor shall submit to the KO a QCP. The QCP shall describe the QMS methodology and approaches used under this contract. Within seven calendar days of any change during period of performance, submit to the KO a revised QCP for acceptance.   |
| 2.6.5.2                                 | QC Inspection                         | The Contractor shall maintain a file of all scheduled and performed QC inspections, inspection results, and dates and details of corrective and preventive actions. The file shall be the property of the Government and made available during the Government's regular working hours. The QC Inspection File shall be turned over to the KO within five calendar days of completion/termination of the contract.   |
| 2.6.5.3                                 | Contractor Quality Control Reports    | Contractor Quality Control Reports are required to be submitted as part of each month's invoice package when requesting payment for each month's work completion.   |
| 2.6.6                                   | Environmental Management System (EMS) | <p>The Contractor shall perform work under this contract consistent with the following 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> </ul> |

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|  |                            | <ul style="list-style-type: none"> <li>Adhere to this policy, remind one another to do so, and ensure that our entire community knows this is our policy by our actions as well as our words.</li> </ul> <p>The Contractor shall maintain monitoring and measurement information to address the EMS goals and policy and provide the EMS Goals and Policy Measurement Information to the KO when requested. In the event an EMS nonconformance or environmental noncompliance associated with the contracted services, tasks, or actions occurs, the Contractor shall take corrective and/or preventative actions. In the case of a noncompliance, the Contractor shall assume legal and financial liability for the noncompliance and take corrective action immediately to remedy the noncompliance. In the case of a nonconformance, the Contractor shall respond and take corrective action based on the time schedule established by the KO. The Contractor shall ensure that its employees are aware of their roles and responsibilities under the EMS and how these EMS roles and responsibilities affect work performed under the contract.</p>  |
| 2.6.7  | Use of Recovered Materials | <p>The Government has an affirmative procurement program to promote the purchase of products containing recovered materials. The intent is to reduce the solid waste stream and conserve natural resources by establishing markets for recycled content products and encouraging manufacturers to produce quality products containing recovered materials. Participate in this program by using, for Environmental Protection Agency (EPA) designated items, recovered materials to the maximum extent practicable without jeopardizing the intended end use of the item. The percentage of recovered materials content levels for use in the performance of this contract will be, at a minimum, the amount recommended in the EPA Comprehensive Procurement Guideline (CPG) Product Index (website <a href="http://www.epa.gov/cpg/products">www.epa.gov/cpg/products</a>). 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.</p> |
| 2.7  | Personnel Requirements     | The Contractor shall comply with the personnel requirements stated below.  |
| 2.7.1  | Key Personnel              | <p>Within 15 calendar days after award of the contract, for other than qualification requirements required to be submitted with the offer, the Contractor shall submit to the KO a List of Key Personnel and Their Qualifications and any additional information requested by the KO to certify their qualifications.</p> <p>Within 15 calendar days after award of the contract, the Contractor shall submit to the KO an Organizational Chart showing lines of authority of the key personnel and on-site supervisor(s) for this contract. The chart shall include names of personnel and their position title in this contract. As a minimum, include the PM, QCM, SSHO, and on-site supervisor(s) and who they will report directly to for this contract. The key personnel shall be revised as applicable for the contract.</p>   |
| 2.7.1.1  | Project Manager (PM)       | The Contractor shall provide a PM who has at least 3 years of relevant experience at a comparable level of responsibility in   |

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|  |                                       | projects of similar size, scope and complexity. The PM or alternate shall have full authority to act for the Contractor on all contract matters relating to this contract. The PM or alternate shall be available to the Government during the Government's regular working hours and shall be available on-site upon KO's request within one hour after the Government's regular working hours.  |
| 2.7.1.2  | Quality Control Manager (QCM)         | The Contractor shall provide a QCM who shall have full authority and responsibility for assuring performance objectives and standards identified in this contract are met. The QCM may be the same person as the project manager. The QCM or alternate shall be available on-site within one hour after the Government's request.   |
| 2.7.1.3  | Site Safety and Health Officer (SSHO) | 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:<br>The SSHO shall have completed three years of satisfactory experience in preparing and enforcing safety programs on contracts of similar size and complexity in the past, and shall have completed the OSHA 30-hour construction safety class or equivalent within the last three years. The SSHO may be the same person as the project manager but shall have fulfilled the pre-requisite qualification and experience.   |
| 2.7.1.4  | Certified Commissioning Specialist    | The Contractor shall provide a Commissioning Agent or equivalent (specialist) to lead the Commissioning effort. Individual(s) performing the work shall be under the direct oversight of the certified commissioning specialist. The commissioning specialist shall be certified by one of the following building commissioning organizations: Association of Energy Engineers (AEE), American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE), AABC Commissioning Group (ACG), Building Commissioning Association (BCA), National Environmental Balancing Bureau (NEBB), University of Wisconsin – Madison (UWM). Prior to performing any work, Contractor shall provide documentation showing when certification was initially granted and when the current certification expires. The certification shall be maintained for the entire duration of the contract. If for any reason, the commissioning specialist loses subject certification, Contractor shall notify the Contracting Officer and submit another commissioning specialist for approval. Any individual that has been the subject of disciplinary action by a building commissioning organization within five years preceding contract award is not eligible to perform any duties related to retro-commissioning. All work performed by the commissioning specialist under this contract shall be considered invalid if the commissioning specialist loses certification prior to contract completion and must be performed by the approved successor. |
| 2.7.2  | Employee Requirements                 | The Contractor shall provide experienced, qualified, and capable personnel to perform the work in this contract. Personnel shall be fully knowledgeable of all safety and environmental requirements associated with the work they perform. Competent personnel shall be provided as required. Personnel shall speak, read, and comprehend English to the extent that they can perform the contract requirements and comply with installation emergency procedures.   |

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| 2.7.2.1  | Employee Appearance                   | The Contractor shall ensure that all employees present a professional appearance that is appropriate for their position. The KO reserves the right to determine the acceptability of any clothing worn. All Contractor/subcontractor employees working under this contract shall be identified by a distinctive nameplate, emblem, or patch attached in a prominent place on an outer garment. Employee identification shall not be substituted for station required passes or badges.   |
| 2.7.2.2  | Employee Conduct                      | Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.   |
| 2.7.2.3  | Identification as Contractor Employee | Contractor employees shall identify themselves as Contractor personnel by introducing themselves or being introduced as Contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel. All Contractor employees shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.   |
| 2.7.2.4  | Removal of Employees                  | The Contractor shall remove from the site any individual whose continued employment is deemed by the KO to be contrary to the public interest or inconsistent with the best interests of National Security.  |
| 2.7.2.5  | Proof of Citizenship                  | No employee or representative of the Contractor will be admitted to the site of work unless satisfactory proof of citizenship is furnished. Although most areas will require citizenship, some areas may allow aliens. For those areas, legal residency within the United States must be furnished.  |
| 2.8  | Security Requirements                 | The Contractor shall comply with all Federal, state, and local security statutes, regulations, and requirements. The Contractor shall become acquainted with and comply with all Government regulations as posted, or as requested by the KO when required to enter a Government site. The Contractor shall ensure that all security/entrance clearances are obtained. Refer to <a href="#">Attachment J-0200000-04</a> for 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. |
| 2.8.1  | Employee Listing                      | The Contractor shall maintain and provide upon request a current Employee List. The list shall include <ul style="list-style-type: none"> <li>• employee's name,</li> <li>• position title</li> <li>• company (include subcontractor)</li> <li>• level of security clearance.</li> </ul>   |
| 2.8.2  | Vehicles                              | The company name shall be displayed on each of the Contractor's vehicles in a manner and size that is clearly visible. All vehicles shall display a valid state license plate that complies with State Vehicle Code. Vehicles shall meet all other requirement of the State Vehicle Code, such as safety standards, and shall carry proof of insurance and state registration, if applicable.  |
| 2.8.3  | Passes and Badges                     | All Contractor employees shall obtain the required employee and vehicle passes. The Government will issue badges without charge. The Contractor employees must be able to obtain CAC in accordance with security requirements. Each employee shall wear  |

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|  |                        | <p>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. The Government has implemented the RAPIDGate Program. The Contractor may choose to participate in the program. Refer to the RAPIDGate Clause in the Contract Clauses section.</p>   |
| 2.8.4  | Access to Installation | <p>All Contractor personnel shall obtain access to the installation by participating in the Navy Commercial Access Control System (NCACS), or by obtaining passes each day from the Base Pass and Identification Office. Costs for obtaining passes through the NCACS are the responsibility of the Contractor. One-day passes, issued through the Base Pass and Identification Office, will be furnished without charge.</p> <p>The Contractor shall Furnish a completed EMPLOYMENT ELIGIBILITY VERIFICATION (DHS FORM I-9) form for all personnel requesting badges. This form is available at <a href="http://www.uscis.gov/portal/site/uscis">http://www.uscis.gov/portal/site/uscis</a> by searching or selecting Employment Verification (Form I-9). Immediately report instances of lost or stolen badges to the Contracting Officer.</p>   |
| 2.8.4.1  | NCACS Program          | <p>NCACS is a voluntary program in which Contractor personnel who enroll, and are approved, are subsequently granted access to the installation for a period up to one year, or the length of the contract, whichever is less, and are not required to obtain a new pass from the Base Pass and Identification Office for each visit.</p> <p>The Government performs background screening and credentialing. Throughout the year the Contractor employee must continue to meet background screening standards. Periodic background screenings are conducted to verify continued NCACS participation and installation access privileges. Under the NCACS program, no commercial vehicle inspection is required, other than for Random Anti-Terrorism Measures (RAM) or in the case of an elevation of Force Protection Conditions (FPCON).</p> <p>Information on costs and requirements to participate and enroll in NCACS is available at <a href="http://www.rapidgate.com/vendors/how-to-enroll">http://www.rapidgate.com/vendors/how-to-enroll</a> or by calling 1-877-727-4342. Contractors should be aware that the costs incurred to obtain NCACS credentials, or costs related to any means of access to a Navy Installation, are not reimbursable. Any time invested, or price(s) paid, for obtaining NCACS credentials will not be compensated in any way or approved as a direct cost of any contract with the Department of the Navy.</p> |
| 2.8.4.2  | One-Day Passes         | <p>Participation in the NCACS is not mandatory, and if the Contractor chooses to not participate, the Contractor's personnel will have to obtain daily passes, be subject to daily mandatory vehicle inspection, and will have limited access to the installation. The Government will not be responsible for any cost or lost time associated with obtaining daily passes or added vehicle inspections incurred by non-participants in the NCACS.</p>   |
| 2.8.5  | Access to Buildings    | <p>The Contractor shall monitor and control access into restricted areas under their responsibility, allowing only those individuals who have</p>  |

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|  |  | been properly cleared into restricted areas or other controlled access areas. The Contractor shall comply with security requirements, plus those imposed by the installation Commander at all times. Personnel with access to special areas will have the appropriate screening and/or security clearance, and personnel requiring routine access to restricted areas will wear special badges authorizing access for those areas. Contractor personnel shall not enter restricted or controlled areas or installation facilities unless specifically authorized in performance of their duties. The Contractor shall secure all buildings and facilities entered during non-duty hours and will secure all building and facilities under the Contractor's cognizance at the end of each work day or shift period.   |
| 2.8.6  | Security Clearances                                  | The Contractor shall obtain all required corporate and personnel Security Clearances prior to commencement of work. The Contractor shall ensure that a list of all personnel with Security Clearances is maintained current, including clearances that are pending.  |
| 2.8.7  | Trustworthiness Security – Navy Contract/Task Orders | <p>Reference is hereby made to Navy awarded contracts requiring Contractor access to sensitive unclassified information. Although these contracts are not classified and Contractor employees are not required to have a security clearance, the Department of the Navy (DoN) has determined that all DoN information systems are sensitive regardless of whether the information is classified or unclassified. A Contractor whose work involves access to sensitive unclassified information warrants a judgment of an employee's trustworthiness. Therefore, all personnel must undergo a National Agency Check to verify their trustworthiness. Also, the Government will include Facility Access Determination (FAD) program requirements in the contract specifications when trustworthiness determinations will be required on the Contractor employees. The following addresses those requirements for Trustworthiness Security.</p> <ol style="list-style-type: none"> <li>a. Each Contractor employee must have a favorably completed National Agency Check (NAC).</li> <li>b. If Contractor personnel currently have a favorably adjudicated NAC the Contractor shall notify the Security Manager of the Government command they will visit who will validate this in the Joint Personnel Adjudication System (JPAS). The request shall be renewed annually or for the duration of the contract if less than one year.</li> <li>c. If no previous investigation exists the Contractor personnel shall complete the requirement for a Trustworthiness NAC.</li> </ol> <p>Investigations for public trust positions, to include IT-II (Limited Privileged) and IT-III (Non-Privileged) positions that access unclassified sensitive information when clearance eligibility is not required, will be submitted to the Office of Personnel Management (OPM) utilizing the SF-85P (code 08B for IT-II and code 02B for IT-III ) and will include the SF-87 Fingerprint Card or electronic fingerprint transmission. The Government Security Manager will process the Trustworthiness NAC. The contract employee shall provide the completed Personnel Security Investigation (PSI) to the Security Manager along with the original signed release statements and applicant fingerprint card (FD87). The responsibility for</p> |

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|  |                                | providing the fingerprint card rests with the Contractor. The Security Manager will review the form for completeness, accuracy and suitability issues and will forward the completed SF85P along with attachments to OPM. The Department of Navy Central Adjudication Facility (DoN CAF) will perform adjudicating contractor investigations for public trust positions. Contractor fitness determinations made by the DoN CAF will be maintained in the Joint Personnel Adjudication System (JPAS). Favorable fitness determinations will support public trust positions only and not national security eligibility. If no issues are discovered, according to respective guidelines a "Favorable Determination" will be populated in JPAS and will be reciprocal within DoN. If issues are discovered, the DoN CAF will place a "No Determination Made" in the JPAS and forward the investigation to the submitting office for Government command's final determination.  |
| 2.9  | Contractor Safety Program      | The Contractor shall develop and implement a Safety Program detailing how the Contractor plans, staffs, performs, and controls all safety practices while delivering best value services to the Government without any accidents or mishaps. The Contractor's safety program shall comply with all safety standards identified in the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM-385-1-1 (latest edition is 9-15-2008) unless specified otherwise in this contract and Public Law 91-596, Occupational Safety and Health Act.   |
| 2.9.1  | Accident Prevention Plan (APP) | <p>The Contractor shall develop and implement a site Accident Prevention Plan (APP). The APP shall be prepared by the Contractor's SSHO and shall be followed by all Contractor employees, subcontractors, and vendors at each service site.</p> <p>The APP shall follow the format and include all elements addressed in Appendix A of EM 385-1-1. The APP shall incorporate Activity Hazard Analyses (AHAs) and Occupational Risk and Compliance Plans and Programs that are relevant to the site specific hazards and controls for each activity and type of work that may be encountered in the performance of this contract.</p> <p>The Contractor shall submit an APP for acceptance per Section F. The Contractor shall review, update, and submit revisions to the APP whenever a change in work conditions, hazards, or activities occur. Submittal of the APP shall include Activity Hazard Analyses (AHAs) and Occupational Risk and Compliance Plans and Programs as specified below.</p> <p>The Contractor will not be able to start on-site work without an APP that is accepted by the Government.</p> |
| 2.9.2  | Activity Hazard Analysis (AHA) | 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.   |

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|  |  | <p>AHAs shall follow format of Figure 1-2 of EM 385-1-1 and shall explain the following as detailed in the EM 385-1-1:</p> <ul style="list-style-type: none"> <li>• The steps of the service process;</li> <li>• Identify potential hazards that exist as a result of the Contractor's service process within the environment;</li> <li>• Measures or plans of actions to safely remove potential hazards away from people in and around the service process and environment;</li> <li>• Specific materials and equipment necessary to safely remove potential hazards away from people in and around the service process and environment;</li> <li>• Inspection requirements to assure service activity is safe; and</li> <li>• Training of service personnel to be aware of potential hazards and measures or plans of actions to be used to remove hazards from service environment.</li> </ul> <p>During performance of services, the SSHO shall periodically review the AHA at each service site and for each sub-annex to assess the effectiveness of the Contractor's overall APP. If changes to the AHAs are required, such changes shall be submitted to the KO for review and acceptance.</p> |
| 2.9.3  | Occupational Risk and Compliance Plans | The Contractor shall develop, provide and implement occupational risk and compliance plans, as specified below, as necessary for the situation or types of work to be performed under this contract. These plans shall be submitted with the APP and shall be updated as situations change. Additional plans as referenced in Appendix A of EM 385-1-1 shall be developed as applicable when new types of work are required under this contract.  |
| 2.9.3.1  | 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.  |
| 2.9.3.2  | Emergency Response Plans               | The Contractor shall develop emergency response plans to ensure safe evacuation and personnel safety in the event of fire or other emergency that include elements addressed in paragraphs 01.E, 03.A, 03.D, and 19.A.04 of EM 385-1-1  |
| 2.9.3.3  | Fall Prevention and Protection Plan    | The Contractor shall develop a site specific fall prevention and protection plan to protect and prevent its service workers from falling from heights of 1.8m (6 feet) or more. This plan shall include elements addressed in paragraph 21.C of EM 385-1-1 and ANSI A10.32, ANSI Z359.1, and ANSI/ASSE A10.34. A competent person for fall protection shall prepare and sign the plan.  |
| 2.9.3.4  | Hazardous Energy Control Plan          | The Contractor shall develop a hazardous energy control program to include elements addressed in paragraph 12.A.01 of EM 385-1-1.   |
| 2.9.4  | Accident and Damage Reporting          | <p>The Contractor shall notify the KO of all damages, accidents, mishaps, and near misses that occur on or related to Government property as soon as practical, but not later than four hours.</p> <p>For recordable injuries and illnesses, property damage accidents resulting in at least \$2,000 in damages, and Weight Handling Equipment (WHE) accidents, the Prime Contractor shall conduct an</p>   |

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|   |                                 | <p>accident investigation to establish the root cause(s) of the accident.</p> <p>(a) For recordable injuries and illnesses and property damage accidents resulting in at least \$2,000 in damages complete the Navy Contractor Significant Incident Report (CSIR) form and provide the report to the KO within 1 calendar day of the accident. The KO will provide a blank copy of any required or special forms.</p> <p>(1) Recordable Injuries or Illnesses. Any work-related injury or illness that results in:</p> <p>(i) Death, regardless of the time between the injury and death, or the length of the illness;</p> <p>(ii) Days away from work (any time lost after day of injury/illness onset);</p> <p>(iii) Restricted work;</p> <p>(iv) Transfer to another job;</p> <p>(v) Medical treatment beyond first aid;</p> <p>(vi) Loss of consciousness; or</p> <p>(vii) A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in (1) through (6) above.</p> <p>(b) For WHE accidents (including rigging gear accidents) complete the WHE Accident Report (Crane and Rigging Gear) form and provide the report to the KO within 30 calendar days of the accident. The KO will provide a blank copy of the accident report form.</p> <p>(1) WHE Accident. A WHE accident occurs when any one or more of the six 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; and/or collision, including unplanned contact between the load, crane, and/or other objects. A dropped load, derailment, two-blocking, overload and collision are considered accidents even though no material damage or injury occur. 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> <p>Comply with current 29CFR1904 for OSHA/HIOSH record keeping and reporting requirements.</p> |
| 2.9.4.1                                 | Accident Reporting Notification | <p>The Contractor shall report all accidents, mishaps, and near misses to the KO in a timely manner as described below:</p> <ul style="list-style-type: none"> <li>• An Initial Accident Reporting Notification Report shall be developed by the Contractor and provided to the KO immediately after that an accident, or near miss, has occurred. The Contractor may not have all the facts and information regarding the actual incident or near miss at the time of the initial report. However, it is the Government's desire to receive notification of all mishap situations as early as possible.</li> <li>• The Contractor shall develop a Follow-up Accident Reporting Notification Report and shall and provide a copy</li> </ul>  |

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|   |                                   | <p>to the KO by close of business the day of the accident, or if the accident occurs after hours, at start of business the following morning. Follow-on reports shall be required daily until the Contractor can send a final, conclusive report of the nature, cause, and outcome of the accident.</p> <ul style="list-style-type: none"> <li>The Contractor shall provide a Final Accident Reporting Notification Report of the accident to the KO within 24 hours after completing the investigation of the accident.</li> </ul>   |
| 2.9.5                                   | Fire Protection                   | The Contractor shall know where fire alarms are located and how to activate them. The Contractor shall handle and store all combustible supplies, materials, waste and trash in a manner that prevents fire or hazards to persons, facilities, and materials.   |
| 2.9.6                                   | Monthly On Site Labor Report      | The Contractor shall provide a monthly on site labor report to the KO. This report is a compilation of employee-hours worked each month for all site workers, both prime and subcontractor.   |
| 2.9.7                                   | OSHA Citations and Violations     | The Contractor shall correct violations and citations promptly and provide a copy of each OSHA citation and OSHA report with written OSHA Citations and Violations Corrective Action Report to the KO within 48 hours after receiving a citation.   |
| 2.9.8                                   | Safety Inspections and Monitoring | <p>The Contractor shall conduct inspections of its work areas, job sites, and work crews every day work is being performed to ensure that all Contractor operations are being conducted safely. These inspections shall ensure:</p> <ul style="list-style-type: none"> <li>The site is safe and free of job-site hazards</li> <li>Proper PPE is being utilized and worn.</li> <li>Safe work practices and processes are being followed.</li> <li>Workers are familiar with the hazards covered in the respective AHA for that work activity.</li> <li>All equipment and tools are in good condition and being used safely.</li> </ul> <p>The 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 that it deems to be unsafe. 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</p> |

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|  |   | issued, the Contractor shall waive all equitable adjustments to the contract related to the stop work order issued. The Contractor shall include this requirement in all of its subcontracts and vendor contracts in support of contract safety.   |
| 2.9.9  | Safety Certification                        | The Contractor shall submit copies of all the required Federal, state, county, city, and industry safety related Safety Certifications for work performed under this contract per Section F. These certifications shall be kept up to date by the Contractor. The Contractor shall submit new versions of certifications as the old certifications expire. No work, that requires a certification, shall start without a valid and approved certification.   |
| 2.10   | Environmental Protection                    | The Contractor shall comply with all applicable Federal, state, and local laws, and with applicable regulations and standards. 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 Activity Environmental Protection Coordinator, or authorized officials on a no-notice basis during Government regular working hours. In the event that a regulatory agency assesses a monetary fine against the Government for violations caused by Contractor negligence, the Contractor shall reimburse the Government for the amount of that fine, costs of defending against administrative or other legal action, remedial action, and other costs. The Contractor shall comply with the instructions of the cognizant Navy Medical Department with respect to avoidance of conditions which create a nuisance or which may be hazardous to the health of military or civilian personnel. The Contractor is responsible for ensuring that its employees receive applicable environmental and occupational health and safety training, and are kept up to date on regulatory required specific training for the type of work to be conducted onsite. All on-site Contractor personnel, and their subcontractor personnel, performing tasks that have the potential to cause a significant environmental impact shall be competent on the basis of appropriate education, training or experience. |
| 2.10.1   | Disposal                                    |  |
| 2.10.1.1                                       | Non-Hazardous Waste                         | The Contractor shall dispose of debris and rubbish resulting from the work under this contract after determined to be non-usable and non-recyclable, on-installation and off-installation.   |
| 2.10.1.2                                       | Hazardous Waste                             | The Contractor shall dispose of all hazardous waste in accordance with the Resource Conservation and Recovery Act and all other applicable Federal, state and local laws and regulations. No on-installation disposal of hazardous waste is allowed.   |
| 2.10.2   | Spill Prevention, Containment, and Clean-up | The Contractor shall prevent, contain, clean up, and report all spills on Government property, caused by the Contractor, in a manner that complies with applicable Federal, state, and local laws and regulations or otherwise stated herein, and the installation spill control plan as specified at no cost to the Government.   |
| 2.10.3   | Hazardous Material Management               | The Contractor shall support the Consolidated Hazardous Material Reutilization and Inventory Management Program (CHRIMP). The Contractor shall ensure that procedures are in place to deal with hazardous materials.   |
| 2.10.4   | Noise Control                               | The Contractor shall comply with all applicable Federal, state and local laws, ordinances, and regulations relative to noise control.  |
| 2.11   | Disaster Preparedness                       | The Contractor shall comply with the activity's Contingency  |

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|  |  | Instructions. The Contractor shall support the installation contingency response plan as directed by the KO.  |
| 2.12   | Energy Management                            | The Contractor shall comply with the activity's energy conservation program. Use of high energy consuming tools or equipment is subject to approval by the KO prior to use.   |
| 2.13   | Technical Library                            | Existing technical library contents will be furnished by the Government. The Contractor shall continually update to ensure all data is current, complete, accurate and suitable for intended use. Libraries include facility drawings, operation & maintenance manuals, warranties, Government publications, record drawings and other appropriate material. The Contractor shall monitor the use of the libraries to ensure materials are returned and data integrity is not compromised. The Contractor shall maintain the libraries until completion or termination of the contract and make the libraries available for inspection by prospective offerors for successive contracts. The Technical Library Contents are the property of the Government and shall be turned over to the KO upon completion or termination of the contract. |
| 2.14   | 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 and DoD EMALL requirements in Section H. 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. See <a href="#">Attachment J-0200000-05</a> , Potential Retrocommissioning Services for list of facilities which may possibly be ordered by task order.   |
| 2.14.1   | Unit Priced Task (UPT) Work (Non-Negotiated) | A UPT is defined as an IDIQ work item that includes all direct and indirect costs plus profit associated with the particular unit of work. All materials and equipment (rented, leased or Contractor-owned) required for the accomplishment of a UPT shall be included within the respective exhibit line item prices. The FFP for the task order is determined by multiplying the exhibit line item unit prices by the quantities ordered. The Contractor is not required to submit cost estimates for UPTs.   |
| 2.14.1.1                                       | Acceptance and Performance                   | The Contractor shall possess the capability to accept and perform IDIQ work via an electronic medium with supported commands utilizing their Government Purchase Card (GPC). DoD EMALL is the electronic medium for authorized Government personnel to place orders for service to the Contractor. DoD EMALL is located at <a href="http://www.emall.dla.mil">www.emall.dla.mil</a> under NAVFAC contract. The Contractor is required to report all IDIQ quantities ordered via EMALL monthly to the KO.  |
| 2.14.1.2                                       | Invoicing and Receiving Payment              | Payment for completed EMALL orders will be made using the GPC. Reference "payment by third party" clause FAR 52.232-36. The Contractor shall submit one consolidated IDIQ Invoice for IDIQ work completed during the preceding month. The Contractor shall possess the capability to invoice and receive payment for IDIQ work via an electronic medium with supported command representatives utilizing their GPC. No partial or advance payments will be provided.  |

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| 2.14.2   | Unit Priced Labor (UPL) Work (Negotiated) | The Contractor shall perform all UPL work in accordance with the scope and delivery schedule negotiated per each task order. Unit Priced Labor (UPL) work is defined as IDIQ work that utilizes negotiated labor hours and materials to accomplish a task. UPL includes separately priced labor, material and equipment exhibit line items. The Contractor shall prepare and furnish a detailed cost estimate identifying proposed labor, material and equipment costs, which upon approval by the KO, becomes a FFP task order.   |
| 2.14.2.1                                       | IDIQ Preparation of Proposals             | In response to the Government's Request for Proposal (RFP), the Contractor shall submit an IDIQ Proposal to the KO within ten working days 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 hours set forth to perform each task and 3) The projected quantity and costs of materials to perform the required scope of work.  |
| 2.14.2.1.1                                     | Labor Requirements                        | Accepted industry time standards published in R. S. Means cost data, industry organizations, and similar estimating sources shall be used for determining the number of direct labor hours required to complete the scope of work. The total labor cost will be determined by totaling the number of direct labor hours and then multiplying by the labor hour unit price amount in the IDIQ Exhibit Line Items (ELINs) provided in Section J.   |
| 2.14.2.1.2                                     | Material and Equipment Requirements       | Accepted industry and Government material and equipment costs published in R. S. Means cost data, national material supplier catalogues, U.S. Army Corps of Engineers Construction Equipment Ownership and Operating Expense Schedule (EP 1110-1-8), equipment rental catalogues, and similar estimating sources shall be used for determining customary and reasonable costs for the material and equipment estimate. Projected material requirements shall include a list of materials establishing the size, quality, number of units, and unit prices. Pre-expended bin supplies and materials shall not be included in the list of materials since the cost for these items are to be included in the labor hour unit price. Material prices shall be the lowest price available considering the availability of materials and the time constraints of the job. The direct material price shall include all discounts and rebates for core value and salvage value that accrue to the Contractor and Contractor-furnished warehousing cost. |
| 2.14.2.2                                       | Issuance of Final Task Order              | The KO will order unit priced labor by issuing to the Contractor a copy of the approved scope of work and a task order for the work described in accordance with Section G. Task order completion times will be specified on each task order.  |
| 2.14.3   | IDIQ ELINS                                | Refer to <a href="#">Attachments J-0200000-06</a> through <a href="#">J-0200000-010</a> for IDIQ ELINs.  |

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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 Management services for INDEFINITE DELIVERY/INDEFINITE QUANTITY RETRO-COMMISSIONING SERVICES, OAHU, HAWAII.   |
| 1.1                                  | Concept of Operations | <p>The intent of 1501000- Facility Management is to specify the requirements for Sustainment, Restoration, and Modernization (SRM) sub-functions only. The Facility Management 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.</p> <p>The intent of this project is to provide retro-commissioning services for various buildings on Oahu to improve how each building’s equipment and systems function together and to enhance overall building performance. Although repairs are part of this contract, this contract is not intended to perform major repairs to equipment and systems.</p> <p>The Contractor shall perform retro-commissioning for the following:</p> <p>Various buildings, Oahu, HI.</p> |

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| 2                                    | Management and Administration          |  |
| 2.1                                  | Definitions and Acronyms               | Definitions and Acronyms are listed in <a href="#">Attachment J-0200000-01</a>   |
| 2.2                                  | Personnel                              | The Contractor shall provide personnel with the qualifications, technical knowledge, experience and skills required for efficient operations within the FM function.   |
| 2.2.1                                | Certification, Training, and Licensing | The Contractor shall retain current membership in and possession of commissioning certification from one of the following building commissioning organizations: AEE, ASHRAE, ACG, BCA, NEBB, UWM.<br>The Contractor shall provide documentation showing when this certification was initially granted and the date when the current certification expires. The certification shall be maintained for the entire duration of the contract. If, for any reason, the Contractor loses subject certification, he shall immediately notify the Contracting Officer. All work performed by the Contractor shall be considered invalid if the Contractor loses certification prior to contract completion.  |
| 2.2.2                                | Qualifications and Experience          | The following minimum qualifications and experience shall apply for ACG certification: <ul style="list-style-type: none"> <li>• At least 10 years experience with the types of building, HVAC and control systems included in this project.</li> <li>• Knowledge of operations and maintenance requirements.</li> <li>• A thorough knowledge of testing, adjusting, and balancing (TAB) procedures and methods.</li> <li>• Knowledge and experience with applicable life safety codes, regulations and procedures.</li> <li>• Successful experience working with multi-disciplinary teams.</li> <li>• Excellent oral and written communication skills.</li> </ul> <p>For certification from one of the other approved commissioning organizations (named above), that organization’s qualifications and experience shall apply.</p> <p>Upon request, the Contractor shall provide evidence of all applicable qualifications and experience (as required by their certifying organization) with their proposal.</p> |
| 2.3                                  | Special Requirements                   |  |
| 2.3.1                                | Workmanship and Material Standards     | 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.<br><br>All retro-commissioning work performed (to include but not limited to documentation and reporting) shall follow the guidelines recommended by their approved commissioning organization. The Contractor shall indicate in their proposal which organization’s guidelines will be followed for the retro-commissioning process.   |
| 2.3.2                                | Pre-Planning Meeting                   | The Contractor shall participate in a pre-planning meeting if requested by the KO. The pre-planning meeting may take place prior to an EMALL or negotiated order. The KO will coordinate the meeting between the Government and Contractor to discuss the subsequent EMALL order and any special requirements specific to the order. After the meeting, the Government may issue the EMALL or negotiated task order.   |
| 2.3.3                                | IDIQ Repairs                           | Repairs up to 32 labor hours (for each deficient condition) shall be considered service  |

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|                                      |  | repairs and the Service Contract Act shall apply. This contract is not intended to perform repairs that are major, but only to cover service type repairs and repairs that, due to unforeseen conditions, have caused the service repairs to go over the 32 labor hour threshold. For repairs that exceed the 32 labor hour limit (for each deficient condition), the portion of the work over 32 labor hours shall be considered Davis Bacon repairs and if the Government orders the additional work, the Davis Bacon Act shall apply.   |
| 2.3.4                                | Delays   | The Contractor may expect delays in entering secured areas, waiting for building escorts, performing work in secured areas, and other similar situations. The Government estimates that delays can range from 3 minutes to 15 minutes for buildings that require escorts. The Contractor shall detail on their QC reports to the Government, each situation where the wait time exceeds 15 minutes and Government escort is not available.   |
| 2.3.5                                | Industrial Buildings                                 | The category of industrial buildings, as listed in the ELINs, shall include some buildings that may have up to 35% of their occupied space serviced by an HVAC system(s). These may include locker rooms, gymnasium, office spaces, machine shops, and other similar spaces.   |
| 2.4                                  | RCx task orders: Planning Phase                      | Retro-commissioning of a facility shall be performed following the processes shown in <a href="#">Attachment J-1501000-01</a> . In actual performance, any findings, deficiencies or problems discovered during the Planning Phase that will prevent continuation on to the Investigation/Implementation Phases shall be reported to the Government. Recommended solutions and the estimated cost for repairs or corrections shall be included in this report. If the retro-commissioning work cannot continue unless repairs are made, the KO may elect to perform any necessary repairs with in-house forces or negotiate a Unit Price Labor task order for the Contractor to perform the repairs. The Government may elect to temporarily stop retro-commissioning work at the facility, or terminate the Planning Phase task order. The time to complete the task order will be specified on each order.   |
| 2.5                                  | RCx task orders: Investigation/Implementation Phases | Retro-commissioning work in the Investigation/Implementation Phase will be a continuation of the process which was initiated in the Planning Phase. This phase includes but is not limited to, point to point and functional testing, HVAC testing, adjusting and balancing and reports summarizing the RCx work performed and evaluating the actual performance of the systems in comparison with desired performance criteria. Deficiencies shall be identified and cost estimates shall be provided to bring the current systems performance up to the desired level. Implementation of recommendations may be accomplished at the discretion of the KO by issuance of a Unit Price Labor task order. The retro-commissioning final report and the re-commissioning plan/schedule described in <a href="#">Attachment J-1501000-01</a> , Retro-Commissioning Project Scope of Work and Assumptions, under Project Handoff and Integration, are included in this phase. The time to complete the task order will be specified on each order. |
| 2.5.1                                | Sample Investigative Report                          | <a href="#">Attachment J-1501000-02</a> , Hickam Data Analysis and Findings, is an example of data analysis and reporting that was provided using ECAM (Energy Charting and Metrics). Similar data analysis and reporting is highly desired.   |
| 2.6                                  | RCx Training and Certification                       | Contractor shall provide in-class training/examination to accommodate up to 30 Government candidates for the purpose of acquiring commissioning certification from any of the following organizations: AEE, ACG, ASHRAE, BCA, NEBB, , UWM, or similar approved organization. In addition to acquiring certification, another purpose of this training is to familiarize Government personnel in the typical RCx reports and day-day actions of the RCx process and activities. This requirement is expected to include approximately 40 hours of classroom training. Training site to be provided by the Government.   |

| <b>1501000 – Facility Management</b> |              |  |   |  |
|--------------------------------------|--------------|--|---|--|
| <b>Spec Item</b>                     | <b>Title</b> | <b>Performance Objective</b>   | <b>Related Information</b>  | <b>Performance Standard</b>  |
| 3                                    | FFP Work     | Not applicable.  | Not applicable.   | Not applicable.  |
| 4                                    | IDIQ Work    | IDIQ work may be ordered utilizing DoD EMALL in accordance with Section H or on a task order in accordance with the PROCEDURES FOR ISSUING ORDERS clause in Section G. The order will specify the exact locations and types of work to be accomplished. The period of performance will be specified in each order. | Refer to IDIQ ELINs for task listings, descriptions and related requirements. All periods of performance are measured from issue date of order to acceptance of the work. | Retro-commissioning for each facility ordered under this project shall be performed in accordance with the procedures identified in <a href="#">Attachment J-1501000-01</a> , Retro-commissioning Project Scope of Work and Assumptions and requirements identified in the respective task order(s). |

## 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) - ALTERNATE I (APR 1999)

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.

b. The Government will periodically assess the Contractor's overall performance on this contract by completing the form at Attachment E-1. The Government may use this form to evaluate the Contractor more frequently if it becomes necessary. The Contractor will be afforded an opportunity to comment on each evaluation performed when the Government uses Attachment E-1. The Contractor will have an opportunity to submit written comments on unsatisfactory ratings.

c. The Contractor's performance will be evaluated using the respective contractor performance evaluation report entry system located on the website [www.cpars.navy.mil](http://www.cpars.navy.mil). Prior to commencement of work the Contractor shall provide the Government with the name, phone number and e-mail address of the "Contractor's Representative" that will be responsible for receipt and review of draft performance evaluations prepared by the Government. The Contractor shall keep this contact information current.

ATTACHMENT E-1

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

FOR OFFICIAL USE ONLY (When Filled In)

| CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR) -   |     |     |               |                |          |   |           |              |                                      | SERVICES<br>INFORMATION TECHNOLOGY<br>OPERATIONS SUPPORT |  |  |  |
|---|-----|-----|---------------|----------------|----------|---|-----------|--------------|--------------------------------------|--|--|--|--|
| <i>(Source Selection Sensitive Information)(See FAR 3.104)</i>  |     |     |               |                |          |   |           |              |                                      |  |  |  |  |
| 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. CONTRACT TYPE   |     |     |               |                |          |   |           |              |                                      |  |  |  |  |
| 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)   |     |     |               |                |          |   |           |              |                                      |  |  |  |  |

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\* 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                  |              |

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## Section F - Deliveries or Performance

PERFORMANCE PERIOD OF CONTRACT

a. The contract term shall be for a period of one calendar year commencing on August 5, 2015 at 12:01 a.m. If award is not made by July 6, 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 Section I, FAR Clause 52.222-43.

Note: The following paragraph applies to Davis-Bacon Work.

d. The Government will incorporate a new wage decision in each option period. The Contracting Officer will not make adjustment in contract price, other than provided for elsewhere in this contract, to cover any increases or decreases in wages and benefits. See FAR 52.222-30, DAVIS-BACON ACT – PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD) in Section I.

## 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 F  
DELIVERIES OR PERFORMANCE  
List of Submittals

| REPORTS                     |                  |  |                 |                        |  |
|-----------------------------|------------------|--|-----------------|------------------------|--|
| <u>Annex/<br/>Sub-annex</u> | <u>Spec Item</u> | <u>Report Title</u>  | <u>Quantity</u> | <u>Submit to</u>       | <u>Due Date/Frequency</u>  |
| 0200000                     | 2.2.1.2          | Request to Work Outside Government's Regular Working Hours | 1 ea            | KO                     | At least 7 calendar days prior to requested day.                             |
| 0200000                     | 2.3.4            | Permits and Licenses                                       | 1-ea            | KO                     | Upon request by KO.  |
| 0200000                     | 2.3.5            | Certificate of Insurance                                   | 1-ea            | KO                     | Within 15 calendar days after award  |
| 0200000                     | 2.6.1            | Work Status Reports  | 1-ea            | KO                     | Upon request by KO   |
| 0200000                     | 2.6.5.1          | Quality Control Plan                                       | 1 ea            | KO                     | Within 15 calendar days after award  |
| 0200000                     | 2.6.6            | EMS Goals and Policy Measurement Information               | 1-ea            | KO                     | Upon request by KO   |
| 0200000                     | 2.7.1            | List of Key Personnel                                      | 1-ea            | KO                     | Within 15 calendar days after award  |
| 0200000                     | 2.7.1            | Organizational Chart                                       | 1-ea            | KO                     | Within 15 calendar days after award  |
| 0200000                     | 2.7.1.4          | Commissioning Certification                                | 1-ea            | KO                     | Prior to performing any work.  |
| 0200000                     | 2.8.1            | Employee List  | 1-ea            | KO                     | Upon request by KO   |
| 0200000                     | 2.8.7            | Personnel Security Investigation                           | 1-ea            | Govt. Security Manager | As required  |
| 0200000                     | 2.9.1            | Accident Prevention Plan (APP)                             | 1-ea            | KO                     | Within 15 calendar days after award and prior to performing any on-site work |
| 0200000                     | 2.9.2            | Activity Hazard Analysis (AHA)                             | As required     | KO                     | Submitted with APP   |
| 0200000                     | 2.9.3            | Occupational Risk and Compliance Plans                     | 1-ea            | KO                     | Submitted with APP   |
| 0200000                     | 2.9.4            | Navy Contractor Significant Incident Report                | As required     | KO                     | Within 1 calendar day of accident  |
| 0200000                     | 2.9.4.1          | Initial Accident Reporting Notification Report             | As required     | KO                     | Immediately after accident.  |
| 0200000                     | 2.9.4.1          | Follow-on Accident Reporting Notification Report           | As required     | KO                     | Close of business day of accident and daily until final report is submitted. |
| 0200000                     | 2.9.4.1          | Final Accident Reporting Notification Report               | As required     | KO                     | Within 24 hours after completing investigation of accident.                  |
| 0200000                     | 2.9.6            | Monthly On Site Labor Report                               | 1-ea            | KO                     | End of each month of the contract  |
| 0200000                     | 2.9.7            | OSHA Citations and Violations Report                       | As required     | KO                     | Within 48 hours of receiving a citation.                                     |
| 1501000                     | 2.2.1            | Contractor's Certification                                 | 1-ea            | KO                     | Prior to performing any  |

| <u>Annex/<br/>Sub-annex</u>                                      | <u>Spec Item</u>                             | <u>Report Title</u>   | <u>Quantity</u>   | <u>Submit to</u> | <u>Due Date/Frequency</u>                                   |
|--|--|---|-------------------|------------------|---|
|  |  |   |                   |                  | work.   |
| 1501000  | 2.2.2  | Qualifications and Experience   | As required       | KO               | Upon request by KO  |
| RCx Project Scope of Work and Assumption Attachment J-1501000-01 | Section IV, RCx Task Details and Assumptions | Retro-commissioning project schedule (See Project Management Page 3 of 9)   | 1-ea per building | KO               | Updated monthly at status meeting                           |
| RCx Project Scope of Work and Assumption Attachment J-1501000-01 | Section IV, RCx Task Details and Assumptions | Retro-commissioning Planning Report (See Planning Phase, Page 5 of 9)   | 1-ea per building | KO               | Within 30 days after receipt of task order                  |
| RCx Project Scope of Work and Assumption Attachment J-1501000-01 | Section IV, RCx Task Details and Assumptions | Diagnostic Monitoring (Data Logging) Plan (See Planning Phase, Page 5 of 9)   | 1-ea per building | KO               | Within 30 days after receipt of task order                  |
| RCx Project Scope of Work and Assumption Attachment J-1501000-01 | Section IV, RCx Task Details and Assumptions | Project Issues Log and List of Potential ECOs (See Planning Phase - Page 5 of 9 and Investigation Phase – Pages 7 of 9) | 1-ea per building | KO               | 7 days prior to submitting Retro-commissioning Final Report |
| RCx Project Scope of Work and Assumption Attachment J-1501000-01 | Section IV, RCx Task Details and Assumptions | Investigation Report (See Investigation Phase, Page 8 of 9)   | 1-ea per building | KO               | 7 days prior to submitting Retro-commissioning Final Report |
| RCx Project Scope of Work and Assumption Attachment J-1501000-01 | Section IV, RCx Task Details and Assumptions | Measurement and Verification Plan (See Investigation Phase, Page 7 of 9)  | 1-ea per building | KO               | 7 days prior to submitting Retro-commissioning Final Report |

| <u>Annex/<br/>Sub-annex</u>                                      | <u>Spec Item</u>                             | <u>Report Title</u>   | <u>Quantity</u>   | <u>Submit to</u>  | <u>Due Date/Frequency</u>                       |
|--|--|---|-------------------|-------------------|---|
| RCx Project Scope of Work and Assumption Attachment J-1501000-01 | Section IV, RCx Task Details and Assumptions | Retro-Commissioning Final Report<br>(See Project Handoff and Integration Phase, Page 9 of 9)            | 1-ea per building | 1-ea per building | Upon completion of all task order requirements. |
| RCx Project Scope of Work and Assumption Attachment J-1501000-01 | Section V, Submittals                        | Energy Efficiency Capital Improvements List<br>(See Project Handoff and Integration Phase, Page 9 of 9) | 1-ea per building | KO                | Submitted with Final Report                     |

**Deliverables Form Preparation Instructions**

Deliverable Title: 0200000/2.2.1.2 - Request to Work Outside Government's Regular Working Hours

Form Attachment No.: N/A

Government Approval Required:    \_\_\_ Yes     No

Media:    \_\_\_ Hard Copy     Electronic    \_\_\_ Direct System Input

Instructions:

The report shall be prepared using Microsoft Office Word® software.

Submit a copy via email to recipients on the distribution list for Government review and comment.

1. If the KO accepts the request, the Government shall notify the Contractor of Government acceptance.
2. If the KO responds to the request with review comments, then incorporate the Government's comments and resubmit the request via email to recipients on the distribution list. Continue this cycle until the Government notifies the Contractor of Government acceptance.

**Deliverables Form Preparation Instructions**

Deliverable Title: 0200000/2.3.4 - Permits and Licenses

Form Attachment No.: N/A

Government Approval Required:      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 Required:      Yes        X   No

Media:    \_\_\_ Hard Copy      X   Electronic    \_\_\_ Direct System Input

Instructions:

1.        Use industry accepted format.
2.        The purpose of this requirement is to ensure insurance exists and amounts are in accordance with the FAR.

**Deliverables Form Preparation Instructions**

Deliverable Title: 0200000/2.6.1 – Work Status Reports

Form Attachment No.: N/A

Government Approval Required:      Yes        X   No

Media:    \_\_\_ Hard Copy      X   Electronic    \_\_\_ Direct System Input

Instructions:

1.        Use industry accepted format.
2.        The purpose of this requirement is to ensure timely accomplishment of work requirements as well as to permit tracking and reporting of work in progress.

**Deliverables Form Preparation Instructions**

Deliverable Title: 0200000/2.6.5.1 – Quality Control Plan (QCP)

Form Attachment No.: N/A

Government Approval Required:      Yes        X   No

Media:    \_\_\_ Hard Copy      X   Electronic    \_\_\_ Direct System Input

Instructions:

1.        Use industry accepted format.
2.        The purpose of this requirement is to describe the QMS methodology and approaches used under this contract.

**Deliverables Form Preparation Instructions**

Deliverable Title: 0200000/2.6.6 – EMS Goals and Policy Measurement Information

Form Attachment No.: N/A

Government Approval Required:      Yes        X   No

Media:      \_\_\_ Hard Copy        X   Electronic      \_\_\_ Direct System Input

Instructions:

1.      Use industry accepted format.
2.      The purpose of this requirement is to maintain monitoring and measurement information to address the EMS goals and policy.
3.      Help ensure work performed under this contract is consistent with EMS goals and policy.

**Deliverables Form Preparation Instructions**

Deliverable Title: 0200000/2.7.1 – List of Key Personnel

Form Attachment No.: N/A

Government Approval Required:      Yes      X No

Media:    \_\_\_ Hard Copy    X Electronic    \_\_\_ Direct System Input

Instructions:

1.        Use industry accepted format.
2.        The report shall list key personnel and their qualifications and any additional information requested by the Contracting Officer to certify their qualifications.

**Deliverables Form Preparation Instructions**

Deliverable Title: 0200000/2.7.1 – Organizational Chart

Form Attachment No.: N/A

Government Approval Required:      Yes        X   No

Media:      \_\_\_ Hard Copy        X   Electronic      \_\_\_ Direct System Input

Instructions:

1.      Use industry accepted format.
2.      The report shall show lines of authority of the key personnel and on-site supervisor(s) for this contract.
3.      The chart shall include names of personnel and their position title in this contract. As a minimum, include the Project Manager, Quality Control Manager, Site Safety and Health Officer, and on-site supervisor(s) and who they will report directly to for this contract.

**Deliverables Form Preparation Instructions**

Deliverable Title: 0200000/2.7.1.4 – Commissioning Certification

Form Attachment No.: N/A

Government Approval Required:      Yes      X No

Media:    \_\_\_ Hard Copy    X Electronic    \_\_\_ Direct System Input

Instructions:

1.        Use industry accepted format.
2.        The report shall provide documentation showing the nationally recognized building commissioning organization, date when the commissioning specialist was initially granted certification, and the date when the current certification expires.
3.        Certification shall be maintained for the entire duration of the contract.

**Deliverables Form Preparation Instructions**

Deliverable Title: 0200000/2.8.1 – Employee List

Form Attachment No.: N/A

Government Approval Required:      Yes        X   No

Media:      \_\_\_ Hard Copy        X   Electronic      \_\_\_ Direct System Input

Instructions:

1.      Use industry accepted format.
2.      The report shall provide upon request a current and comprehensive list of all Contractor employees, company and their level of security clearances (where applicable).
3.      The report shall include, but is not limited to:
  - a.      Employee names
  - b.      Position titles
  - c.      Company (include subcontractor)

**Deliverables Form Preparation Instructions**

Deliverable Title: 0200000/2.8.7 – Personnel Security Investigation (PSI)

Form Attachment No.: N/A

Government Approval Required:      Yes      X No

Media:    \_\_\_ Hard Copy    X Electronic    \_\_\_ Direct System Input

Instructions:

1.        Use industry accepted format.
2.        When required, the Contractor (contract employee) shall provide the completed Personnel Security Investigation (PSI) form to the Government Security Manager along with the original signed release statements and applicant fingerprint card (FD87).

**Deliverables Form Preparation Instructions**

Deliverable Title: 0200000/2.9.1 – Accident Prevention Plan (APP)

Form Attachment No.: Follow format and include all elements addressed in Appendix A of EM 385-1-1.

Government Approval Required:      Yes      X No

Media:    \_\_\_ Hard Copy    X Electronic    \_\_\_ Direct System Input

Instructions:

1.      Use format indicated above.
2.      Incorporate Activity Hazard Analyses (AHAs) and Occupational Risk and Compliance Plans and Programs that are relevant to the site specific hazards and controls for each activity and type of work that may be encountered in performance of this contract.
3.      Plan shall be updated and revised whenever a change in work conditions, hazards or activities occur.
4.      Contractor will not be able to start on-site work without an APP that is accepted by the Government.

**Deliverables Form Preparation Instructions**

Deliverable Title: 0200000/2.9.2 – Activity Hazard Analyses (AHAs)

Form Attachment No.: Follow format of Figure 1-2 of EM 385-1-1.

Government Approval Required:      Yes      X No

Media:    \_\_\_ Hard Copy    X Electronic    \_\_\_ Direct System Input

Instructions:

1.        Use format indicated above.
2.        AHAs for recurring work shall be submitted with the APP and shall be updated as work activities or conditions change. AHAs shall be prepared as new work activities are required. AHAs for non-recurring and one-time work occurrences shall be submitted at least two working days prior to start of work.
3.        AHAs shall explain the following as detailed in EM 385-1-1:
  - 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.

**Deliverables Form Preparation Instructions**

Deliverable Title: 0200000/2.9.3 – Occupational Risk and Compliance Plans

Form Attachment No.: N/A

Government Approval Required:      Yes      X No

Media:    \_\_\_ Hard Copy    X Electronic    \_\_\_ Direct System Input

Instructions:

1.      Use industry accepted format.
2.      The purpose of these plans is to identify risks and requirements associated with the various situations and types of work and how these plans will be implemented.
3.      These plans shall be submitted with the APP and shall be updated as situations change.
4.      Include the following plans at the minimum:
  - a.      Confined Space Program
  - b.      Emergency Response Plan
  - c.      Fall Prevention and Protection Plan
  - d.      Hazardous Energy Control Plan
5.      Additional plans as referenced in Appendix A of EM 385-1-1 shall be submitted as applicable.

**Deliverables Form Preparation Instructions**

Deliverable Title: 0200000/2.9.4 – Navy Contractor Significant Incident Report (CSIR)

Form Attachment No.: N/A

Government Approval Required:      Yes        X   No

Media:    \_\_\_ Hard Copy      X   Electronic    \_\_\_ Direct System Input

Instructions:

1.      Use industry accepted format.
2.      The purpose of this report is to document significant incidents (e.g. damages, accidents, mishaps and near misses).
3.      The KO will provide a blank copy of any required or special forms.
4.      Submit to KO within one calendar day of the accident.

**Deliverables Form Preparation Instructions**

Deliverable Title: 0200000/2.9.4.1 – Initial Accident Reporting Notification Report

Form Attachment No.: N/A

Government Approval Required:      Yes      X No

Media:    \_\_\_ Hard Copy    X Electronic    \_\_\_ Direct System Input

Instructions:

1.      Use industry accepted format.
2.      The purpose of this report is to document the initial notification after an accident or near miss.
3.      Submit to KO immediately or as early as possible.

**Deliverables Form Preparation Instructions**

Deliverable Title: 0200000/2.9.4.1 – Follow-on Accident Reporting Notification Report

Form Attachment No.: N/A

Government Approval Required:      Yes        X   No

Media:    \_\_\_ Hard Copy      X   Electronic    \_\_\_ Direct System Input

Instructions:

1.        Use industry accepted format.
2.        The purpose of this report is to document the follow-on notification after an accident or near miss.
3.        Submit to KO by the close of business on the day of the accident, or by start of business the next day if accident occurs after hours.

**Deliverables Form Preparation Instructions**

Deliverable Title: 0200000/2.9.4.1 – Final Accident Reporting Notification Report

Form Attachment No.: N/A

Government Approval Required:      Yes        X   No

Media:      \_\_\_ Hard Copy        X   Electronic      \_\_\_ Direct System Input

Instructions:

1.      Use industry accepted format.
2.      The purpose of this report is to document the final notification after an accident or near miss investigation.
3.      Submit to KO within 24 hours after completing the investigation of the accident.

**Deliverables Form Preparation Instructions**

Deliverable Title: 0200000/2.9.6 – Monthly On Site Labor Report

Form Attachment No.: N/A

Government Approval Required:      Yes        X   No

Media:      \_\_\_ Hard Copy        X   Electronic      \_\_\_ Direct System Input

Instructions:

1.            Use industry accepted format.
2.            The purpose of this report is to document the employee-hours worked each month for all site workers, both prime and subcontractor.

**Deliverables Form Preparation Instructions**

Deliverable Title: 0200000/2.9.7 - OSHA Citations and Violations Report

Form Attachment No.: N/A

Government Approval Required:      Yes      X No

Media:    \_\_\_ Hard Copy    X Electronic    \_\_\_ Direct System Input

Instructions:

1.        Use industry accepted format.
2.        The purpose of this report is to ensure prompt notification to KO in the event of OSHA citation and the corrective action(s) taken.
3.        Submit to KO within 48 hours after receiving a citation.

**Deliverables Form Preparation Instructions**

Deliverable Title: 1501000/2.2.1 - Contractor's Certification

Form Attachment No.: N/A

Government Approval Required:      Yes        X   No

Media:    \_\_\_ Hard Copy      X   Electronic    \_\_\_ Direct System Input

Instructions:

1.        Use industry accepted format.
2.        The purpose of this report is to document Contractor's membership and commissioning certification from an approved commissioning organization.
3.        Documentation shall show when certification was initially granted and the date when the current certification expires.

**Deliverables Form Preparation Instructions**

Deliverable Title: 1501000/2.2.2 - Qualifications and Experience

Form Attachment No.: N/A

Government Approval Required:      Yes      X No

Media:    \_\_\_ Hard Copy    X Electronic    \_\_\_ Direct System Input

Instructions:

1.      Use industry accepted format.
2.      The purpose of this report is to document Contractor's minimum qualifications and experience.
3.      Provide evidence of all applicable qualifications and experience as required by the Contractor's certifying organization.

**Deliverables Form Preparation Instructions**

Deliverable Title: Attachment J-1501000-01 – Section IV (see Project Mgt, page 3 of 9), RCx Project Schedule

Form Attachment No.: N/A

Government Approval Required:      Yes        X   No

Media:    \_\_\_ Hard Copy      X   Electronic    \_\_\_ Direct System Input

Instructions:

1.      Use industry accepted format.
2.      The purpose of this report is to document the Contractor's projected work schedule.
3.      The schedule shall be updated monthly and submitted at the monthly status meetings.

**Deliverables Form Preparation Instructions**

Deliverable Title: Attachment J-1501000-01 – Section IV (see Planning Phase, page 5 of 9), RCx Planning Report

Form Attachment No.: N/A

Government Approval Required:      Yes       X  No

Media:    \_\_\_ Hard Copy     X  Electronic    \_\_\_ Direct System Input

Instructions:

1.      Use industry accepted format.
2.      The purpose of this report is to document the project objectives.
3.      The plan shall include the following information at a minimum:
  - a.      Identify RCx Objectives
  - b.      Establish desired system performance criteria
  - c.      Identify preliminary ECOs discovered during planning phase
  - d.      Generate point to point and functional testing approach
  - e.      Present test and balance assessment approach
  - f.      Develop and present diagnostic monitoring (data logging) plan

**Deliverables Form Preparation Instructions**

Deliverable Title: Attachment J-1501000-01 – Section IV (see Planning Phase, page 5 of 9), Diagnostic Monitoring (Data Logging) Plan

Form Attachment No.: N/A

Government Approval Required:      Yes        X   No

Media:    \_\_\_ Hard Copy      X   Electronic    \_\_\_ Direct System Input

Instructions:

1.        Use industry accepted format.
2.        The purpose of this report is to document a diagnostic monitoring (data logging) plan which may be used to identify data trends from existing direct digital controls (DDC) system (if available).
3.        This plan shall be submitted with the RCx Planning Report.

**Deliverables Form Preparation Instructions**

Deliverable Title: Attachment J-1501000-01 – Section IV (See Planning Phase - Page 5 of 9 and Investigation Phase – Pages 7- 9 of 9), Project Issues Log and List of Potential ECOs

Form Attachment No.: N/A

Government Approval Required:      Yes        X   No

Media:    \_\_\_ Hard Copy      X   Electronic    \_\_\_ Direct System Input

Instructions:

1.      Use industry accepted format.
2.      The purpose of this report is to document any and all findings noted during the Planning Phase and shall contain the following information, at a minimum:
  - a.      Name of the system or piece of equipment
  - b.      Description of the finding, deficiency, or problem
  - c.      Date noted
  - d.      Recommended solutions
  - e.      Estimated cost of correction

**Deliverables Form Preparation Instructions**

Deliverable Title: Attachment J-1501000-01 – Section IV (See Investigation Phase, Page 8 of 9), Investigation Report

Form Attachment No.: N/A

Government Approval Required:      Yes      X No

Media:    \_\_\_ Hard Copy    X Electronic    \_\_\_ Direct System Input

Instructions:

1.      Use industry accepted format.
2.      The purpose of this report is to document any and all findings noted during the Investigation Phase to include:
  - a.      Trend data assessment results
  - b.      Results of all field testing and surveys
    - i.      Completed point to point and functional testing procedures
    - ii.     TAB assessment survey results
    - iii.     Current project deficiency and resolution log
  - c.      Results of Energy Analysis
  - d.      ECO recommendations with economic and energy savings estimates

**Deliverables Form Preparation Instructions**

Deliverable Title: Attachment J-1501000-01 – Section IV (See Investigation Phase, Page 7 of 9), Measurement and Verification (M&V) Plan

Form Attachment No.: N/A

Government Approval Required:      Yes        X   No

Media:    \_\_\_ Hard Copy      X   Electronic    \_\_\_ Direct System Input

Instructions:

1.        Use industry accepted format.
2.        The purpose of this report is to document the savings for the RCx activities and recommended ECOs.

**Deliverables Form Preparation Instructions**

Deliverable Title: Attachment J-1501000-01 – Section IV (See Project Handoff and Integration Phase, Page 9 of 9), Retro-Commissioning Final Report

Form Attachment No.: N/A

Government Approval Required:      Yes       X  No

Media:    \_\_\_ Hard Copy     X  Electronic    \_\_\_ Direct System Input

Instructions:

1.      Use industry accepted format.
2.      The purpose of this report is to document the project handoff and integration phase.
3.      RCx final report generally includes the following information along with an executive summary:
  - a.      Project background
  - b.      Building/systems description
  - c.      Scope of the commissioning project
  - d.      The original and corrected commissioning plan
  - e.      All completed functional tests and results
  - f.      The energy management control system (EMCS) trending plan and logger diagnostic/monitoring plan and results
  - g.      System performance report
  - h.      List of recommended capital improvements
4.      Additional items to be considered for inclusion in the final report:
  - a.      Guidelines for implementing a preventive maintenance plan
  - b.      An analysis of the current in-house maintenance and service contracts and procedures and recommendation for any enhancements
  - c.      Full written sequence of operation for all major HVAC equipment components
  - d.      List of operational strategies for the building operators to incorporate in the future
  - e.      Recommended training for maintenance staff to communicate the design intent, theory of system operation, delineate the function of individual components in the system, and intersystem functional operations in order to maintain system performance in the future

**Deliverables Form Preparation Instructions**

Deliverable Title: Attachment J-1501000-01 – Section V (See Submittals), Energy Efficiency Capital Improvements List

Form Attachment No.: N/A

Government Approval Required:      Yes        X   No

Media:    \_\_\_ Hard Copy      X   Electronic    \_\_\_ Direct System Input

Instructions:

1.        Use industry accepted format.
2.        The purpose of this report is to document recommended capital improvements (submitted with the RCx Final Report.)

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

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)

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       | N62478                     |
| Issue By DoDAAC           | N62478                     |
| Admin DoDAAC              | N62478                     |
| Inspect By DoDAAC         | N62478                     |
| Ship To Code              | N62478                     |
| 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.

Mr. George Begg

Email: [george.begg@navy.mil](mailto:george.begg@navy.mil)

Phone No.: (808) 474-9700

(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-0200000-03. 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, Service Contract Act of 1965, As Amended, paragraph titled "Records and Employees Interviews". Failure to submit this listing of labor hours may delay wage adjustments under the Service Contract Act.

**OFFICE OF THE CONTRACTOR**

Maintain an office or place of business on the island of Oahu, Hawaii, manned during all regular working hours, and at any time whatsoever when work is in progress, equipped with telephone service at which toll-free or collect calls will be accepted for ordering work or any other purpose in connection with the work. Maintain an emergency telephone for other than regular working hours. Submit to the Contracting Officer the address and telephone number of the normal business office and emergency telephone number within fifteen calendar days after award of this contract and immediately after any changes.

## Section H - Special Contract Requirements

### 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.

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| 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   |
| - Driver'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)  |

#### CONTRACTOR SUPPORT OF ELECTRONIC CONTRACTING (DOD EMALL)

##### **CONTRACTOR SUPPORT OF ELECTRONIC CONTRACTING (DOD EMALL)**

The contractor is required to offer IQ pre-priced line item services to authorized Government personnel when they are ordering the work directly via the Governmentwide Commercial Purchase Card (GCPC) program. When receiving GCPC orders against Section B, the contractor shall provide the supplies and services at the offered price without additional markup or handling fee.

The contractor agrees to accept and process electronically submitted GCPC orders for IQ services, including those orders issued through the DOD EMALL. The DOD EMALL is a U.S. Government (USG) owned and operated web-based ordering system that enables any Department of Defense (DOD) or Federal activity to

search for and order goods and services. Authorized GCPC users will receive approved accounts on DOD EMALL to view and order IQ line items.

The contractor is required to receive electronic IQ orders from the DOD EMALL using 128-bit encrypted email. The contractor agrees to purchase, install, and utilize the most recent version of PGP Personal software, or a comparable solution, for the purpose of decrypting order notification emails from the DOD EMALL. In addition, the DoD has established the External Certification Authority (ECA) program to support the issuance of DoD-approved certificates to contractors. The ECA program is designed to provide the mechanism for contractors to securely communicate with the DoD and authenticate to DoD Information Systems. The contractor agrees to purchase, install, maintain and use a DoD-approved ECA certificate. Information on obtaining an ECA certificate can be found at <http://iase.disa.mil/pki/eca/certificate.html>.

The contractor shall post updates on order delivery schedule and performance to the DOD EMALL in a timely manner.

The contractor shall track quantities and report total ordered quantity in DOD EMALL and approved DD 1155's by line item number each month and year-to-date. The report shall be due to the Contracting Officer by the fifth day of the following month. The contractor must track and report when total dollar value of all orders from both GCPC purchases and DD 1155s exceed 75% of the combined Section B Pre-Priced Line Item quantities."

## 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 |
| 52.203-13 | Contractor Code of Business Ethics and Conduct   | APR 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 |
| 52.208-9  | 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 |
| 52.215-17 | Waiver of Facilities Capital Cost of Money   | OCT 1997 |
| 52.215-23 | Limitations on Pass-Through Charges  | OCT 2009 |
| 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   | FEB 1999 |
| 52.222-26 | Equal Opportunity  | MAR 2007 |
| 52.222-27 | Affirmative Action Compliance Requirements for Construction  | FEB 1999 |
| 52.222-33 | Notice of Requirement for Project labor Agreement  | MAY 2010 |
| 52.222-34 | Project Labor Agreement  | MAY 2010 |
| 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 |

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|-----------------|---|----------|
| 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 |
| 52.223-12       | Refrigeration Equipment and Air Conditioners  | MAY 1995 |
| 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 |
| 52.227-1        | Authorization and Consent   | DEC 2007 |
| 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 |
| 52.232-37       | Multiple Payment Arrangements   | MAY 1999 |
| 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 |
| 52.236-2        | Differing Site Conditions   | APR 1984 |
| 52.236-3        | Site Investigation and Conditions Affecting the Work                                  | APR 1984 |
| 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 |
| 52.236-8        | Other Contracts   | APR 1984 |
| 52.236-9        | Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements | APR 1984 |
| 52.236-10       | Operations and Storage Areas  | APR 1984 |
| 52.236-11       | Use and Possession Prior to Completion  | APR 1984 |
| 52.236-12       | Cleaning Up   | APR 1984 |
| 52.236-13       | Accident Prevention   | NOV 1991 |
| 52.236-14       | Availability and Use of Utility Services  | APR 1984 |
| 52.236-15       | Schedules for Construction Contracts  | APR 1984 |
| 52.236-17       | Layout of Work  | APR 1984 |
| 52.236-21       | Specifications and Drawings for Construction  | FEB 1997 |
| 52.242-13       | Bankruptcy  | JUL 1995 |
| 52.242-14       | Suspension of Work  | APR 1984 |
| 52.243-1 Alt II | Changes--Fixed-Price (Aug 1987) - Alternate II  | APR 1984 |
| 52.244-2        | Subcontracts  | OCT 2010 |
| 52.244-5        | Competition In Subcontracting   | DEC 1996 |
| 52.246-21       | Warranty of Construction  | MAR 1994 |
| 52.246-25       | Limitation Of Liability--Services   | FEB 1997 |

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|--------------|--|----------|
| 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 |
| 252.205-7000 | Provision Of Information To Cooperative Agreement Holders  | DEC 1991 |
| 252.209-7004 | Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism | DEC 2014 |
| 252.215-7000 | Pricing Adjustments  | DEC 2012 |
| 252.223-7001 | 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 |
| 252.225-7012 | Preference For Certain Domestic Commodities  | FEB 2013 |
| 252.225-7048 | Export-Controlled Items  | JUN 2013 |
| 252.226-7001 | Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns     | SEP 2004 |
| 252.227-7033 | Rights in Shop Drawings  | APR 1966 |
| 252.232-7007 | Limitation Of Government's Obligation  | APR 2014 |
| 252.232-7009 | Mandatory Payment by Governmentwide Commercial Purchase Card   | DEC 2006 |
| 252.232-7010 | Levies on Contract Payments  | DEC 2006 |
| 252.236-7000 | Modification Proposals-Price Breakdown   | DEC 1991 |
| 252.236-7001 | Contract Drawings, and Specifications  | AUG 2000 |
| 252.236-7002 | Obstruction of Navigable Waterways   | DEC 1991 |
| 252.236-7005 | Airfield Safety Precautions  | DEC 1991 |
| 252.236-7008 | Contract Prices-Bidding Schedules  | DEC 1991 |
| 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 |
| 252.247-7023 | 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

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(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 \$5,000.00, 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)

##### 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.

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUN 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

- (1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
- (2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.
- (b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.
- (c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.
- (d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.
- (2) The insert name of SBA's contractor will notify the NAVFAC Hawaii Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

##### 52.222-6 CONSTRUCTION WAGE RATE REQUIREMENTS (MAY 2014)

(a) Definition.—“Site of the work”—

(1) Means—

(i) *The primary site of the work.* The physical place or places where the construction called for in the contract will remain when work on it is completed; and

(ii) *The secondary site of the work, if any.* Any other site where a significant portion of the building or work is constructed, provided that such site is—

(A) Located in the United States; and

(B) Established specifically for the performance of the contract or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—

(i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and

(ii) They are adjacent or virtually adjacent to the “primary site of the work” as defined in paragraph (a)(1)(i), or the “secondary site of the work” as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the “site of the work.” Such permanent, previously established facilities are not a part of the “site of the work” even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

(b)(1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Construction Wage Rate Requirements statute on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or

programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Construction Wage Rate Requirements statute poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

(c)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division  
Employment Standards Administration  
U.S. Department of Labor  
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator

of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to paragraphs (c)(2) and (c)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(d) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Construction Wage Rate Requirements statute have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(End of clause)

#### 52.222-7 WITHHOLDING OF FUNDS (MAY 2014)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Construction Wage Rate Requirements statute prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(End of clause)

#### 52.222-8 PAYROLLS AND BASIC RECORDS (MAY 2014)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) (Construction Wage Rate Requirement statute)), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Construction Wage Rate Requirements, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B), the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph(a) of this clause, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be obtained from the U.S. Department of Labor Wage and Hour Division website at <http://www.dol.gov/whd/forms/wh347.pdf>. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Contracting Officer, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a Prime Contractor to require a subcontractor to provide addresses and social security numbers to the Prime Contractor for its own records, without weekly submission to the Contracting Officer.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify--

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the

suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.222-9 APPRENTICES AND TRAINEES (JUL 2005)

(a) Apprentices. (1) An apprentice will be permitted to work at less than the predetermined rate for the work performed when employed--

(i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or

(ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program.

(3) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(1) of this clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

(5) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(6) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees.

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

(2) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.

(3) In the event OATELS withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(End of clause)

##### 52.222-11 SUBCONTRACTS (LABOR STANDARDS) (MAY 2014)

(a) Definition. Construction, alteration or repair, as used in this clause, means all types of work done by laborers and mechanics employed by the construction Contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation--

(1) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;

(2) Painting and decorating;

(3) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work;

(4) Transportation of materials and supplies between the site of the work within the meaning of paragraphs (a)(1)(i) and (ii) of the "site of work" as defined in the FAR clause at 52.222-6, Construction Wage Rate Requirements of this contract, and a facility which is dedicated to the construction of the building or work and is deemed part of the site of the work within the meaning of paragraph (2) of the "site of work" definition; and

(5) Transportation of portions of the building or work between a secondary site where a significant portion of the building or work is constructed, which is part of the "site of work" definition in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, and the physical place or places where the building or work will remain (paragraph (a)(1)(i) of the FAR clause at 52.222-6, in the "site of the work" definition).

(b) The Contractor shall insert in any subcontracts for construction, alterations and repairs within the United States the clauses entitled--

- (1) Construction Wage Rate Requirements;
- (2) Contract Work Hours and Safety Standards--Overtime Compensation (if the clause is included in this contract);
- (3) Apprentices and Trainees;
- (4) Payrolls and Basic Records;
- (5) Compliance with Copeland Act Requirements;
- (6) Withholding of Funds;
- (7) Subcontracts (Labor Standards);
- (8) Contract Termination--Debarment;
- (9) Disputes Concerning Labor Standards;
- (10) Compliance with Construction Wage Rate Requirements and Related Regulations; and
- (11) Certification of Eligibility.

(c) The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor performing construction within the United States with all the contract clauses cited in paragraph (b).

(d)(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each subcontract for construction within the United States, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (b) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e) in all subcontracts for construction within the United States.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

52.222-12 CONTRACT TERMINATION--DEBARMENT (MAY 2014)

A breach of the contract clauses entitled Construction Wage Rate Requirements, Contract Work Hours and Safety Standards--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Construction Wage Rate Requirements and Related Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.222-13 COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS (MAY 2014)

All rulings and interpretations of the Construction Wage Rate Requirements and related statutes contained in 29 CFR parts 1, 3, and 5 are hereby incorporated by reference in this contract.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 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

##### 52.222-15 CERTIFICATION OF ELIGIBILITY (MAY 2014)

(a) By entering into this contract, the Contractor certifies that neither it nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b)(2) or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b)(2) or 29 CFR 5.12(a)(1).

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

(End of clause)

52.222-30 CONSTRUCTION WAGE RATE REQUIREMENTS--PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD) (MAY 2014)

(a) The wage determination issued under the Construction Wage Rate Requirements statute by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, that is effective for an option to extend the term of the contract, will apply to that option period.

(b) The Contracting Officer will make no adjustment in contract price, other than provided for elsewhere in this contract, to cover any increases or decreases in wages and benefits as a result of-- (1) Incorporation of the Department of Labor's wage determination applicable at the exercise of the option to extend the term of the contract;

(2) Incorporation of a wage determination otherwise applied to the contract by operation of law; or

(3) An increase in wages and benefits resulting from any other requirement applicable to workers subject to the Construction Wage Rate Requirements statute.

(End of clause)

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

| <u>Employee Class</u>     | <u>Basic Hourly Wage</u> |
|---------------------------|--------------------------|
| Engineering Technician IV | \$22.45                  |
| Engineering Technician V  | \$27.46                  |
| Engineering Technician VI | \$33.21                  |

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)

#### 52.232-36 PAYMENT BY THIRD PARTY (MAY 2014)

(a) General.

(1) Except as provided in paragraph (a)(2) of this clause, the Contractor agrees to accept payments due under this contract, through payment by a third party in lieu of payment directly from the Government, in accordance with the terms of this clause. The third party and, if applicable, the particular Governmentwide commercial purchase card to be used are identified elsewhere in this contract.

(2) The Governmentwide commercial purchase card is not authorized as a method of payment during any period the System for Award Management (SAM) indicates that the Contractor has delinquent debt that is subject to collection under the Treasury Offset Program (TOP). Information on TOP is available at <http://fms.treas.gov/debt/index.html>. If the SAM subsequently indicates that the Contractor no longer has delinquent debt, the Contractor may request the Contracting Officer to authorize payment by Governmentwide commercial purchase card.

(b) Contractor payment request.

(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall make payment requests through a charge to the Government account with the third party, at the time and for the amount due in accordance with those clauses of this contract that authorize the Contractor to submit invoices, contract financing requests, other payment requests, or as provided in other clauses providing for payment to the Contractor.

(2) When the Contracting Officer has notified the Contractor that the Governmentwide commercial purchase card is no longer an authorized method of payment, the Contractor shall make such payment requests in accordance with instructions provided by the Contracting Officer during the period when the purchase card is not authorized.

(c) Payment. The Contractor and the third party shall agree that payments due under this contract shall be made upon submittal of payment requests to the third party in accordance with the terms and conditions of an agreement between the Contractor, the Contractor's financial agent (if any), and the third party and its agents (if any). No payment shall be due the Contractor until such agreement is made. Payments made or due by the third party under

this clause are not payments made by the Government and are not subject to the Prompt Payment Act or any implementation thereof in this contract.

(d) Documentation. Documentation of each charge against the Government's account shall be provided to the Contracting Officer upon request.

(e) Assignment of claims. Notwithstanding any other provision of this contract, if any payment is made under this clause, then no payment under this contract shall be assigned under the provisions of the assignment of claims terms of this contract or the Assignment of Claims Act of 1940 (31 U.S.C. 3727, 41 U.S.C. 6305).

(f) Other payment terms. The other payment terms of this contract shall govern the content and submission of payment requests. If any clause requires information or documents in or with the payment request, that is not provided in the third party agreement referenced in paragraph (c) of this clause, the Contractor shall obtain instructions from the Contracting Officer before submitting such a payment request.

(End of clause)

#### 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 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) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212(a));

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

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

(viii) 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.

(ix) (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).

(x) 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).

(ix) 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.

(xii) 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 30 September of the current fiscal year. 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 reperformed 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/VFDFARA.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)

## CLAUSES INCORPORATED BY FULL TEXT

## 252.219-7009 SECTION 8(A) DIRECT AWARD (SEP 2007)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

Small Business Administration  
Honolulu District Office  
500 Ala Moana Boulevard  
Suite 1-306  
Honolulu, Hawaii 96813

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The 8(a) Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish

ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 252.219-7010 ALTERNATE A (JUN 1998)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The (insert name of SBA's contractor) will notify the NAVFAC Hawaii Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 252.219-7011 NOTIFICATION TO DELAY PERFORMANCE (JUN 1998)

The Contractor shall not begin performance under this purchase order until 2 working days have passed from the date of its receipt. Unless the Contractor receives notification from the Small Business Administration that it is ineligible for this 8(a) award, or otherwise receives instructions from the Contracting Officer, performance under

this purchase order may begin on the third working day following receipt of the purchase order. If a determination of ineligibility is issued within the 2-day period, the purchase order shall be considered canceled.

(End of clause)

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

[See DFARs Subpart 222.70 for applicability]

(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)

252.232-7003 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)

#### 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 months. [Insert number of 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.

SECTION J: ATTACHMENTS  
DOCUMENTS AND EXHIBITS  
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| J-0200000-02                 | WAGE DETERMINATION  |
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| J-0200000-04                 | 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 August 2013) |
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ATTACHMENT J-0200000-01  
DEFINITIONS AND ACRONYMS

| <b>Definition</b>  | <b>Description</b>  |
|--|---|
| Commissioning Agent/Authority (CA)                                   | The Commissioning Agent/Authority is the leader of the commissioning team and is responsible for planning, organizing, and facilitating the commissioning process on behalf of the owner. In addition to having good technical knowledge of the systems being commissioned, the commissioning authority must also have a complete understanding of the commissioning process and be certified as a commissioning agent/authority. The commissioning authority must possess organizational, documentation, communications, and teambuilding skills to effectively lead and coordinate the commissioning team.  |
| 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.  |
| Confined Work Space  | A space that is large enough and so configured that a person may bodily enter a space (such as in tanks, vessels, silos, storage bins, hoppers, vaults, pits, and like spaces where there is limited means of entry) and is hindered or restricted from escaping during an emergency.   |
| Contracting Officer (KO)   | That individual with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.   |
| Contracting Officer Representative (COR)                             | The Government individual that will assist in the technical monitoring of a contract. Normally the KO will appoint the COR via an appointment letter.   |
| 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 Quality Control Reports                                   | Written reports delivered by the Contractor summarizing and consolidating data from their QC inspections and any supplemental reports.  |
| 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) | eOMSI is a set of consultant-prepared data manuals 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 prepared following completion of new construction facility or major facility upgrade. eOMSI's typically include 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.                              |
| 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. Also a separate individual building, structure, utility system, or other real property improvement, each item of which is subject to separate reporting and recording.   |

|   |   |
|---|---|
| Frequency Of Service                        | <p>Annual (A). Services performed once during each 12-month period of the contract at intervals of 335 to 395 days.</p> <p>Biennial (B). Services performed once during each 24-month period of the contract at intervals of 670 to 790 days.</p> <p>Daily (D5). Services performed once each calendar day, Monday through Friday, including holidays unless otherwise noted.</p> <p>Daily (D7). Services performed once each calendar day, seven days per week, including weekends and holidays.</p> <p>Monthly (M). Services performed 12 times during each 12-month period of the contract at intervals of 28 to 31 calendar days.</p> <p>Quarterly (Q). Services performed four times during each 12-month period of the contract at intervals of 80 to 100 calendar days.</p> <p>Semiannual (SA). Services performed twice during each 12-month period of the contract at intervals of 160 to 200 calendar days.</p> <p>Semimonthly (SM). Services performed 24 times during each 12-month period of the contract at intervals of 14 to 16 calendar days.</p> <p>Three times weekly (3W). Services performed three times a week, such as Monday, Wednesday, and Friday.</p> <p>Twice weekly (2W). Services performed twice a week, such as Monday and Thursday or Tuesday and Friday.</p> <p>Weekly (W). Services performed 52 times during each 12-month period of the contract at intervals of six to eight calendar days.</p> |
| 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.   |
| Monthly On-Site Labor Report                | A compilation of all Contractor and subcontractor employee-hours involved in delivering contract services on a Government property.   |
| 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.   |
| Preventive Maintenance (PM)                 | PM consists primarily of inspection, testing, cleaning, lubrication, adjustment, calibration, and minor part and component replacement as required to verify proper system operation; minimize malfunctioning or deterioration of systems and equipment; and maximize useful life.  |
| Quality Control (QC)                        | A method used by the Contractor to control the quality of goods and services produced.  |

|                              |  |
|------------------------------|--|
| Quality Control Plan (QCP)   | <p>A written plan delivered by the Contractor describing their QC program and inspection system for approval. The QCP shall provide top Contractor management with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations. The QCP shall include:</p> <ul style="list-style-type: none"> <li>• A description of the Contractor's quality control system. The system must cover all contract services, specify work to be inspected on either a scheduled or unscheduled basis, and describe how inspections are to be conducted.</li> <li>• The name(s) and qualifications of the individual(s) responsible for performing the quality control inspections, the extent of their authority, and a list of any other functions the individual(s) performs concurrently with the QC work.</li> <li>• Provisions for recording the results of inspections and for recording corrective action taken.</li> <li>• Provisions to update and revise the QCP during the performance of the contract.</li> <li>• A process for showing how corrective actions will be taken to prevent deficiencies from recurring.</li> <li>• A process for showing how the health of the QMS program will be determined or measured (e.g. trend analysis, forecasting, etc.)</li> </ul> |
| R. S. Means                  | <p>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".</p>  |
| Response Time                | <p>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.</p>   |
| Retro-commissioning          | <p>A process applied to existing buildings that seeks to improve how building equipment and systems function together. Retro-commissioning often focuses on the dynamic energy-using systems with the goal of reducing energy waste, obtaining cost savings, and identifying and fixing existing problems. It is intended to improve a building's operations and maintenance procedures to enhance overall building performance. Related impacts may include improved indoor air quality and reduced greenhouse gas emissions.</p>   |
| Unit Priced Labor (UPL) Hour | <p>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.</p>   |

| <b>Acronym</b> | <b>Title</b>  |
|----------------|---|
| ACG            | Associated Air Balance Council Commissioning Group                        |
| ACO            | Administrative Contracting Officer  |
| AEE            | Association of Energy Engineers   |
| AHU            | Air Handler Unit  |
| ASHRAE         | American Society of Heating, Refrigerating and Air Conditioning Engineers |
| BCA            | Building Commissioning Association  |
| BW             | Biweekly  |
| CIA            | Controlled Industrial Area  |
| CMMS           | Computerized Maintenance Management System                                |
| COR            | Contracting Officer Representative  |
| DDC            | Direct Digital Control  |
| DoD            | Department of Defense   |
| DoN            | Department of Navy  |
| ECAM           | Energy Charting and Metrics   |
| ECO            | Energy Conservation Opportunity   |
| EPA            | Environmental Protection Agency   |
| EMCS           | Energy Management Control System  |
| FAR            | Federal Acquisition Regulation  |
| FSC            | Facility Support Contract   |
| GFE            | Government-furnished Equipment  |
| GFF            | Government-furnished Facilities   |
| GFM            | Government-furnished Materials  |
| HVAC           | Heating, Ventilation and Air Conditioning                                 |
| IDIQ           | Indefinite Delivery Indefinite Quantity                                   |
| IP             | Internet Protocol   |
| KO             | Contracting Officer   |
| kW             | Kilowatt  |
| kWh            | Kilowatt-hour   |
| M              | Monthly   |
| MSDS           | Material Safety Data Sheets   |
| NAVFAC         | Naval Facilities Engineering Command                                      |
| NEBB           | National Environmental Balancing Bureau                                   |
| NMCI           | Navy Marine Corps Intranet  |
| OEM            | Original Equipment Manufacturer   |
| PAR            | Performance Assessment Representative                                     |
| PM             | Project Manager   |
| PWS            | Performance Work Statement  |
| Q              | Quarterly   |
| QC             | Quality Control   |
| RCx            | Retro-Commissioning (or Retrocommissioning)                               |
| RCxA           | Certified Retro-Commissioning Authority                                   |
| SM             | Semimonthly   |
| SRM            | Sustainment, Restoration and Modernization                                |
| TAB            | Testing, Adjusting and Balancing  |
| UWM            | University of Wisconsin - Madison   |

ATTACHMENT J-0200000-02  
WAGE DETERMINATION

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);
- b. General Decision (applicable to Davis-Bacon 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 |

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| 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         |

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| 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<br>Mechanic                      | 24.07 |
| 23411 - Heating, Ventilation And Air Contditioning<br>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 |

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| 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<br>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 |

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| 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.

General Decision Number: HI150001 03/27/2015 HI1

Superseded General Decision Number: HI20140001

State: Hawaii

Construction Types: Building, Heavy (Heavy and Dredging), Highway and Residential

Counties: Hawaii Statewide.

BUILDING CONSTRUCTION PROJECTS; RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories); HEAVY AND HIGHWAY CONSTRUCTION PROJECTS AND DREDGING

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon 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).

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/02/2015       |
| 1                   | 01/16/2015       |
| 2                   | 01/23/2015       |
| 3                   | 02/06/2015       |
| 4                   | 02/27/2015       |
| 5                   | 03/06/2015       |
| 6                   | 03/13/2015       |
| 7                   | 03/27/2015       |

ASBE0132-001 08/29/2010

|  | Rates    | Fringes |
|--|----------|---------|
| Asbestos Workers/Insulator   |          |         |
| Includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems. Also the application of firestopping material for wall openings and penetrations in walls, floors, ceilings and curtain walls..... | \$ 36.65 | 22.24   |

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|--|----------|---------|
| -----  |          |         |
| BOIL0627-005 01/01/2013  |          |         |
|  | Rates    | Fringes |
| BOILERMAKER.....   | \$ 35.20 | 27.35   |
| -----  |          |         |
| BRHI0001-001 09/03/2012  |          |         |
|  | Rates    | Fringes |
| BRICKLAYER   |          |         |
| Bricklayers and Stonemasons.....   | \$ 35.35 | 22.92   |
| Pointers, Caulkers and<br>Weatherproofers.....   | \$ 35.60 | 22.92   |
| -----  |          |         |
| BRHI0001-002 09/02/2013  |          |         |
|  | Rates    | Fringes |
| Tile, Marble & Terrazzo Worker   |          |         |
| Terrazzo Base Grinders.....  | \$ 35.29 | 23.22   |
| Terrazzo Floor Grinders<br>and Tenders.....  | \$ 32.24 | 23.22   |
| Tile, Marble and Terrazzo<br>Workers.....  | \$ 37.10 | 23.22   |
| -----  |          |         |
| CARP0745-001 09/01/2014  |          |         |
|  | Rates    | Fringes |
| Carpenters:  |          |         |
| Carpenters; Hardwood Floor<br>Layers; Patent Scaffold<br>Erectors (14 ft. and<br>over); Piledrivers;<br>Pneumatic Nailers; Wood<br>Shinglers and Transit<br>and/or Layout Man..... | \$ 42.25 | 20.71   |
| Millwrights and Machine<br>Erectors.....   | \$ 42.50 | 20.71   |
| Power Saw Operators (2<br>h.p. and over).....  | \$ 42.40 | 20.71   |
| -----  |          |         |
| CARP0745-002 09/01/2014  |          |         |
|  | Rates    | Fringes |
| Drywall and Acoustical<br>Workers and Lathers.....   | \$ 42.50 | 20.71   |
| -----  |          |         |
| ELEC1186-001 02/22/2015  |          |         |
|  | Rates    | Fringes |
| Electricians:  |          |         |
| Cable Splicers.....  | \$ 46.92 | 28.11   |

Attachment J-0200000-02

|                              |          |          |
|------------------------------|----------|----------|
| Electricians.....            | \$ 42.65 | 26.81    |
| Telecommunication worker.... | \$ 23.20 | 17%+6.35 |

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 ELEC1186-002 02/22/2015

|                              | Rates    | Fringes    |
|------------------------------|----------|------------|
| Line Construction:           |          |            |
| Cable Splicers.....          | \$ 46.92 | 28.11      |
| Groundmen/Truck Drivers....  | \$ 31.99 | 23.54      |
| Heavy Equipment Operators... | \$ 38.39 | 25.50      |
| Linemen.....                 | \$ 42.65 | 26.81      |
| Telecommunication worker.... | \$ 23.20 | 17%+\$6.35 |

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 \* ELEV0126-001 01/01/2015

|                        | Rates    | Fringes |
|------------------------|----------|---------|
| ELEVATOR MECHANIC..... | \$ 53.07 | 28.38   |

a. VACATION: Employer contributes 8% of basic hourly rate for 5 years service and 6% of basic hourly rate for 6 months to 5 years service as vacation pay credit.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day.

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 ENGI0003-002 09/01/2014

|   | Rates    | Fringes |
|---|----------|---------|
| Diver (Aqua Lung) (Scuba))                                |          |         |
| Diver (Aqua Lung) (Scuba)<br>(over a depth of 30 feet)... | \$ 61.50 | 27.06   |
| Diver (Aqua Lung) (Scuba)<br>(up to a depth of 30 feet).. | \$ 52.13 | 27.06   |
| Stand-by Diver (Aqua Lung)<br>(Scuba).....                | \$ 42.75 | 27.06   |
| Diver (Other than Aqua Lung)                              |          |         |
| Diver (Other than Aqua<br>Lung).....                      | \$ 61.50 | 27.06   |
| Diver Tender (Other than<br>Aqua Lung).....               | \$ 39.72 | 27.06   |
| Stand-by Diver (Other than<br>Aqua Lung).....             | \$ 42.75 | 27.06   |
| Helicopter Work   |          |         |
| Airborne Hoist Operator<br>for Helicopter.....            | \$ 41.30 | 27.06   |
| Co-Pilot of Helicopter.....                               | \$ 41.44 | 27.06   |
| Pilot of Helicopter.....                                  | \$ 41.61 | 27.06   |
| Power equipment operator -<br>tunnel work                 |          |         |
| GROUP 1.....  | \$ 37.74 | 27.06   |
| GROUP 2.....  | \$ 37.85 | 27.06   |
| GROUP 3.....  | \$ 38.02 | 27.06   |

Attachment J-0200000-02

|                            |          |       |
|----------------------------|----------|-------|
| GROUP 4.....               | \$ 38.29 | 27.06 |
| GROUP 5.....               | \$ 38.60 | 27.06 |
| GROUP 6.....               | \$ 39.25 | 27.06 |
| GROUP 7.....               | \$ 39.57 | 27.06 |
| GROUP 8.....               | \$ 39.68 | 27.06 |
| GROUP 9.....               | \$ 39.79 | 27.06 |
| GROUP 9A.....              | \$ 40.02 | 27.06 |
| GROUP 10.....              | \$ 40.08 | 27.06 |
| GROUP 10A.....             | \$ 40.23 | 27.06 |
| GROUP 11.....              | \$ 40.38 | 27.06 |
| GROUP 12.....              | \$ 40.74 | 27.06 |
| GROUP 12A.....             | \$ 41.10 | 27.06 |
| Power equipment operators: |          |       |
| GROUP 1.....               | \$ 37.44 | 27.06 |
| GROUP 2.....               | \$ 37.55 | 27.06 |
| GROUP 3.....               | \$ 37.72 | 27.06 |
| GROUP 4.....               | \$ 37.99 | 27.06 |
| GROUP 5.....               | \$ 38.30 | 27.06 |
| GROUP 6.....               | \$ 38.95 | 27.06 |
| GROUP 7.....               | \$ 39.27 | 27.06 |
| GROUP 8.....               | \$ 39.38 | 27.06 |
| GROUP 9.....               | \$ 39.49 | 27.06 |
| GROUP 9A.....              | \$ 39.72 | 27.06 |
| GROUP 10.....              | \$ 39.78 | 27.06 |
| GROUP 10A.....             | \$ 39.93 | 27.06 |
| GROUP 11.....              | \$ 40.08 | 27.06 |
| GROUP 12.....              | \$ 40.44 | 27.06 |
| GROUP 12A.....             | \$ 40.80 | 27.06 |
| GROUP 13.....              | \$ 37.72 | 27.06 |
| GROUP 13A.....             | \$ 37.99 | 27.06 |
| GROUP 13B.....             | \$ 38.30 | 27.06 |
| GROUP 13C.....             | \$ 38.95 | 27.06 |
| GROUP 13D.....             | \$ 39.27 | 27.06 |
| GROUP 13E.....             | \$ 39.38 | 27.06 |

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Fork Lift (up to and including 10 tons); Partsman (heavy duty repair shop parts room when needed).

GROUP 2: Conveyor Operator (Handling building material); Hydraulic Monitor; Mixer Box Operator (Concrete Plant).

GROUP 3: Brakeman; Deckhand; Fireman; Oiler; Oiler/Gradechecker; Signalman; Switchman; Highline Cableway Signalman; Bargeman; Bunkerman; Concrete Curing Machine (self-propelled, automatically applied unit on streets, highways, airports and canals); Leveeman; Roller (5 tons and under); Tugger Hoist.

GROUP 4: Boom Truck or dual purpose "A" Frame Truck (5 tons or less); Concrete Placing Boom (Building Construction); Dinky Operator; Elevator Operator; Hoist and/or Winch (one drum); Straddle Truck (Ross Carrier, Hyster and similar).

GROUP 5: Asphalt Plant Fireman; Compressors, Pumps, Generators and Welding Machines ("Bank" of 9 or more,

individually or collectively); Concrete Pumps or Pumpcrete Guns; Lubrication and Service Engineer (Grease Rack); Screedman.

GROUP 6: Boom Truck or Dual Purpose "A"Frame Truck (over 5 tons); Combination Loader/Backhoe (up to and including 3/4 cu. yd.); Concrete Batch Plants (wet or dry); Concrete Cutter, Groover and/or Grinder (self-propelled unit on streets, highways, airports, and canals); Conveyor or Concrete Pump (Truck or Equipment Mounted); Drilling Machinery (not to apply to waterliners, wagon drills or jack hammers); Fork Lift (over 10 tons); Loader (up to and including 3 and 1/2 cu. yds); Lull High Lift (under 40 feet); Lubrication and Service Engineer (Mobile); Maginnis Internal Full Slab Vibrator (on airports, highways, canals and warehouses); Man or Material Hoist; Mechanical Concrete Finisher (Large Clary, Johnson Bidwell, Bridge Deck and similar); Mobile Truck Crane Driver; Portable Shotblast Concrete Cleaning Machine; Portable Boring Machine (under streets, highways, etc.); Portable Crusher; Power Jumbo Operator (setting slip forms, etc., in tunnels); Rollers (over 5 tons); Self-propelled Compactor (single engine); Self-propelled Pavement Breaker; Skidsteer Loader with attachments; Slip Form Pumps (Power driven by hydraulic, electric, air, gas, etc., lifting device for concrete forms); Small Rubber Tired Tractors; Trencher (up to and including 6 feet); Underbridge Personnel Aerial Platform (50 feet of platform or less).

GROUP 7: Crusher Plant Engineer, Dozer (D-4, Case 450, John Deere 450, and similar); Dual Drum Mixer, Extend Lift; Hoist and/or Winch (2 drums); Loader (over 3 and 1/2 cu. yds. up to and including 6 yards.); Mechanical Finisher or Spreader Machine (asphalt), (Barber Greene and similar) (Screedman required); Mine or Shaft Hoist; Mobile Concrete Mixer (over 5 tons); Pipe Bending Machine (pipelines only); Pipe Cleaning Machine (tractor propelled and supported); Pipe Wrapping Machine (tractor propelled and supported); Roller Operator (Asphalt); Self-Propelled Elevating Grade Plane; Slusher Operator; Tractor (with boom) (D-6, or similar); Trencher (over 6 feet and less than 200 h.p.); Water Tanker (pulled by Euclids, T-Pulls, DW-10, 20 or 21, or similar); Winchman (Stern Winch on Dredge).

GROUP 8: Asphalt Plant Operator; Barge Mate (Seagoing); Cast-in-Place Pipe Laying Machine; Concrete Batch Plant (multiple units); Conveyor Operator (tunnel); Deckmate; Dozer (D-6 and similar); Finishing Machine Operator (airports and highways); Gradesetter; Kolman Loader (and similar); Mucking Machine (Crawler-type); Mucking Machine (Conveyor-type); No-Joint Pipe Laying Machine; Portable Crushing and Screening Plant; Power Blade Operator (under 12); Saurman Type Dragline (up to and including 5 yds.); Stationary Pipe Wrapping, Cleaning and Bending Machine; Surface Heater and Planer Operator, Tractor (D-6 and similar); Tri-Batch Paver; Tunnel Badger; Tunnel Mole and/or Boring Machine Operator Underbridge Personnel Aerial

Platform (over 50 feet of platform).

GROUP 9: Combination Mixer and Compressor (gunite); Do-Mor Loader and Adams Elegrader; Dozer (D-7 or equal); Wheel and/or Ladder Trencher (over 6 feet and 200 to 749 h.p.).

GROUP 9A: Dozer (D-8 and similar); Gradesetter (when required by the Contractor to work from drawings, plans or specifications without the direct supervision of a foreman or superintendent); Push Cat; Scrapers (up to and including 20 cu. yds); Self-propelled Compactor with Dozer; Self-Propelled, Rubber-Tired Earthmoving Equipment (up to and including 20 cu. yds) (621 Band and similar); Sheep's Foot; Tractor (D-8 and similar); Tractors with boom (larger than D-6, and similar).

GROUP 10: Chicago Boom; Cold Planers; Heavy Duty Repairman or Welder; Hoist and/or Winch (3 drums); Hydraulic Skooper (Koehring and similar); Loader (over 6 cu. yds. up to and including 12 cu. yds.); Saurman type Dragline (over 5 cu. yds.); Self-propelled, rubber-tired Earthmoving Equipment (over 20 cu. yds. up to and including 31 cu. yds.) (637D and similar); Soil Stabilizer (P & H or equal); Sub-Grader (Gurries or other automatic type); Tractors (D-9 or equivalent, all attachments); Tractor (Tandem Scraper); Watch Engineer.

GROUP 10A: Boat Operator; Cable-operated Crawler Crane (up to and including 25 tons); Cable-operated Power Shovel, Clamshell, Dragline and Backhoe (up to and including 1 cu. yd.); Dozer D9-L; Dozer (D-10, HD41 and similar) (all attachments); Gradall (up to and including 1 cu. yd.); Hydraulic Backhoe (over 3/4 cu. yds. up to and including 2 cu. yds.); Mobile Truck Crane Operator (up to and including 25 tons) (Mobile Truck Crane Driver Required); Self-propelled Boom Type Lifting Device (Center Mount) (up to and including 25 tons) (Grove, Drott, P&H, Pettibone and similar); Trencher (over 6 feet and 750 h.p. or more); Watch Engineer (steam or electric).

GROUP 11: Automatic Slip Form Paver (concrete or asphalt); Band Wagon (in conjunction with Wheel Excavator); Cable-operated Crawler Cranes (over 25 tons but less than 50 tons); Cable-operated Power Shovel, Clamshell, Dragline and Backhoe (over 1 cu. yd. up to 7 cu. yds.); Gradall (over 1 cu. yds. up to 7 cu. yds.); DW-10, 20, etc. (Tandem); Earthmoving Machines (multiple propulsion power units and 2 or more Scrapers) (up to and including 35 cu. yds., "struck" m.r.c.); Highline Cableway; Hydraulic Backhoe (over 2 cu. yds. up to and including 4 cu. yds.); Leverman; Lift Slab Machine; Loader (over 12 cu. yds); Master Boat Operator; Mobile Truck Crane Operator (over 25 tons but less than 50 tons); (Mobile Truck Crane Driver required); Pre-stress Wire Wrapping Machine; Self-propelled Boom-type Lifting Device (Center Mount) (over 25 tons m.r.c); Self-propelled Compactor (with multiple-propulsion power units); Single Engine Rubber Tired Earthmoving

Machine (with Tandem Scraper); Tandem Cats; Trencher (pulling attached shield).

GROUP 12: Clamshell or Dipper Operator; Derricks; Drill Rigs; Multi-Propulsion Earthmoving Machines (2 or more Scrapers) (over 35 cu. yds "struck"m.r.c.); Operators (Derricks, Piledrivers and Cranes); Power Shovels and Draglines (7 cu. yds. m.r.c. and over); Self-propelled rubber-tired Earthmoving equipment (over 31 cu. yds.) (657B and similar); Wheel Excavator (up to and including 750 cu. yds. per hour); Wheel Excavator (over 750 cu. yds. per hour).

GROUP 12A: Dozer (D-11 or similar or larger); Hydraulic Excavators (over 4 cu. yds.); Lifting cranes (50 tons and over); Pioneering Dozer/Backhoe (initial clearing and excavation for the purpose of providing access for other equipment where the terrain worked involves 1-to-1 slopes that are 50 feet in height or depth, the scope of this work does not include normal clearing and grubbing on usual hilly terrain nor the excavation work once the access is provided); Power Blade Operator (Cat 12 or equivalent or over); Straddle Lifts (over 50 tons); Tower Crane, Mobile; Traveling Truss Cranes; Universal, Liebherr, Linden, and similar types of Tower Cranes (in the erection, dismantling, and moving of equipment there shall be an additional Operating Engineer or Heavy Duty Repairman); Yo-Yo Cat or Dozer.

GROUP 13: Truck Driver (Utility, Flatbed, etc.)

GROUP 13A: Dump Truck, 8 cu.yds. and under (water level); Water Truck (up to and including 2,000 gallons).

GROUP 13B: Water Truck (over 2,000 gallons); Tandem Dump Truck, over 8 cu. yds. (water level).

GROUP 13C: Truck Driver (Semi-trailer. Rock Cans, Semi-Dump or Roll-Offs).

GROUP 13D: Truck Driver (Slip-In or Pup).

GROUP 13E: End Dumps, Unlicensed (Euclid, Mack, Caterpillar or similar); Tractor Trailer (Hauling Equipment); Tandem Trucks hooked up to Trailer (Hauling Equipment)

BOOMS AND/OR LEADS (HOURLY PREMIUMS):

The Operator of a crane (under 50 tons) with a boom of 80 feet or more (including jib), or of a crane (under 50 tons) with leads of 100 feet or more, shall receive a per hour premium for each hour worked on said crane (under 50 tons) in accordance with the following schedule:

Booms of 80 feet up to but  
not including 130 feet or  
Leads of 100 feet up to but

|  |      |
|--|------|
| not including 130 feet   | 0.50 |
| Booms and/or Leads of 130 feet<br>up to but not including 180 feet | 0.75 |
| Booms and/or Leads of 180 feet up<br>to and including 250 feet     | 1.15 |
| Booms and/or Leads over 250 feet                                   | 1.50 |

The Operator of a crane (50 tons and over) with a boom of 180 feet or more (including jib) shall receive a per hour premium for each hour worked on said crane (50 tons and over) in accordance with the following schedule:

|   |      |
|---|------|
| Booms of 180 feet up to<br>and including 250 feet | 1.25 |
| Booms over 250 feet                               | 1.75 |

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ENGI0003-004 09/01/2014

|   | Rates    | Fringes |
|---|----------|---------|
| Dredging: (Boat Operators)                  |          |         |
| Boat Deckhand.....                          | \$ 37.72 | 27.06   |
| Boat Operator.....                          | \$ 39.93 | 27.06   |
| Master Boat Operator.....                   | \$ 40.08 | 27.06   |
| Dredging: (Clamshell or<br>Dipper Dredging) |          |         |
| GROUP 1.....                                | \$ 40.44 | 27.06   |
| GROUP 2.....                                | \$ 39.78 | 27.06   |
| GROUP 3.....                                | \$ 39.38 | 27.06   |
| GROUP 4.....                                | \$ 37.72 | 27.06   |
| Dredging: (Derricks)                        |          |         |
| GROUP 1.....                                | \$ 40.44 | 27.06   |
| GROUP 2.....                                | \$ 39.78 | 27.06   |
| GROUP 3.....                                | \$ 39.38 | 27.06   |
| GROUP 4.....                                | \$ 37.72 | 27.06   |
| Dredging: (Hydraulic Suction<br>Dredges)    |          |         |
| GROUP 1.....                                | \$ 40.08 | 27.06   |
| GROUP 2.....                                | \$ 39.93 | 27.06   |
| GROUP 3.....                                | \$ 39.78 | 27.06   |
| GROUP 4.....                                | \$ 39.72 | 27.06   |
| GROUP 5.....                                | \$ 37.88 | 26.76   |
| Group 5.....                                | \$ 39.38 | 27.06   |
| GROUP 6.....                                | \$ 37.77 | 26.76   |
| Group 6.....                                | \$ 39.27 | 27.06   |
| GROUP 7.....                                | \$ 36.22 | 26.76   |
| Group 7.....                                | \$ 37.72 | 27.06   |

CLAMSHELL OR DIPPER DREDGING CLASSIFICATIONS

- GROUP 1: Clamshell or Dipper Operator.
- GROUP 2: Mechanic or Welder; Watch Engineer.
- GROUP 3: Barge Mate; Deckmate.
- GROUP 4: Bargeman; Deckhand; Fireman; Oiler.

HYDRAULIC SUCTION DREDGING CLASSIFICATIONS

- GROUP 1: Leverman.
- GROUP 2: Watch Engineer (steam or electric).
- GROUP 3: Mechanic or Welder.
- GROUP 4: Dozer Operator.
- GROUP 5: Deckmate.
- GROUP 6: Winchman (Stern Winch on Dredge)
- GROUP 7: Deckhand (can operate anchor scow under direction of Deckmate); Fireman; Leveeman; Oiler.

DERRICK CLASSIFICATIONS

- GROUP 1: Operators (Derricks, Piledrivers and Cranes).
- GROUP 2: Saurman Type Dragline (over 5 cubic yards).
- GROUP 3: Deckmate; Saurman Type Dragline (up to and including 5 yards).
- GROUP 4: Deckhand, Fireman, Oiler.

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 ENGI0003-044 09/02/2013

|   | Rates    | Fringes |
|---|----------|---------|
| Power Equipment Operators   |          |         |
| (PAVING)  |          |         |
| (10) Cold Planer.....   | \$ 38.25 | 26.98   |
| (10)Loader (2 1/2 cu. yds.<br>and under).....   | \$ 37.42 | 26.98   |
| (10)Soil Stabilizer.....  | \$ 38.25 | 26.98   |
| (11)Loader (over 2 1/2 cu.<br>yds. to and including 5<br>cu. yds.).....                                       | \$ 37.74 | 26.98   |
| (3)Roller Operator (five<br>tons and under).....  | \$ 36.19 | 26.98   |
| (5)Screed Person.....   | \$ 37.42 | 26.98   |
| (6)Combination<br>Loader/Backhoe (up to 3/4<br>cu.yd.).....   | \$ 35.48 | 26.98   |
| (6)Concrete Saws and/or<br>Grinder (self-propelled<br>unit on streets, highways,<br>airports and canals)..... | \$ 37.42 | 26.98   |
| (6)Roller Operator (over<br>five tons).....   | \$ 37.62 | 26.98   |
| (7)Combination<br>Loader/Backhoe (over 3/4<br>cu.yd.).....  | \$ 36.46 | 26.98   |
| (8) Asphalt Plant Operator..  | \$ 37.89 | 26.98   |
| Asphalt Concrete Material<br>Transfer.....  | \$ 37.42 | 26.98   |
| Asphalt Raker.....  | \$ 36.46 | 26.98   |
| Asphalt Spreader Operator...  | \$ 37.94 | 26.98   |
| Grader.....   | \$ 38.25 | 26.98   |
| Laborer, Hand Roller.....   | \$ 35.96 | 26.98   |

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 IRON0625-001 09/01/2013

|   | Rates    | Fringes |
|---|----------|---------|
| Ironworkers:.....   | \$ 34.75 | 28.41   |
| a. Employees will be paid \$.50 per hour more while working in tunnels and coffer dams; \$1.00 per hour more when required to work under or are covered with water (submerged) and when they are required to work on the summit of Mauna Kea, Mauna Loa or Haleakala. |          |         |

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LABO0368-001 09/01/2014

|   | Rates    | Fringes |
|---|----------|---------|
| Laborers:   |          |         |
| Driller.....                                      | \$ 34.30 | 16.71   |
| Final Clean Up.....                               | \$ 24.70 | 12.54   |
| Gunite/Shotcrete Operator<br>and High Scaler..... | \$ 33.80 | 16.71   |
| Laborer I.....                                    | \$ 33.30 | 16.71   |
| Laborer II.....                                   | \$ 30.70 | 16.71   |
| Mason Tender/Hod Carrier....                      | \$ 33.80 | 16.71   |
| Powderman.....                                    | \$ 34.30 | 16.71   |
| Window Washer (bosun chair)....                   | \$ 32.80 | 16.71   |

LABORERS CLASSIFICATIONS

Laborer I: Air Blasting run by electric or pneumatic compressor; Asphalt Laborer, Ironer, Raker, Luteman, and Handroller, and all types of Asphalt Spreader Boxes; Asphalt Shoveler; Assembly and Installation of Multiplates, Liner Plates, Rings, Mesh, Mats; Batching Plant (portable and temporary); Boring Machine Operator (under streets and sidewalks); Buggymobile; Burning and Welding; Chainsaw, Faller, Logloader, and Bucker; Compactors (Jackson Jumping Jack and similar); Concrete Bucket Dumpman; Concrete Chipping; Concrete Chuteman/Hoseman (pouring concrete) (the handling of the chute from ready-mix trucks for such jobs as walls, slabs, decks, floors, foundations, footings, curbs, gutters, and sidewalks); Concrete Core Cutter (Walls, Floors, and Ceiling); Concrete Grinding or Sanding; Concrete: Hooking on, signaling, dumping of concrete for treme work over water on caissons, pilings, abutments, etc.; Concrete: Mixing, handling, conveying, pouring, vibrating, otherwise placing of concrete or aggregates or by any other process; Concrete: Operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, diesel, or electric power; Concrete Placement Machine Operator: operation of Somero Hammerhead, Copperheads, or similar machines; Concrete Pump Machine (laying, coupling, uncoupling of all connections and cleaning of equipment); Concrete and/or Asphalt Saw (Walking or Handtype) (cutting walls or flatwork) (scoring old or new concrete and/or asphalt) (cutting for expansion joints) (streets and ways for laying of pipe, cable or conduit for all purposes); Concrete Shovelers/Laborers (Wet or Dry); Concrete Screeding for Rough Strike-Off: Rodding or striking-off, by hand or mechanical means prior to

finishing; Concrete Vibrator Operator; Coring Holes: Walls, footings, piers or other obstructions for passage of pipes or conduits for any purpose and the pouring of concrete to secure the hole; Cribbers, Shorer, Lagging, Sheeting, and Trench Jacking and Bracing, Hand-Guided Lagging Hammer Whaling Bracing; Curbing (Concrete and Asphalt); Curing of Concrete (impervious membrane and form oiler) mortar and other materials by any mode or method; Cut Granite Curb Setter (setting, leveling and grouting of all precast concrete or stone curbs); Cutting and Burning Torch (demolition); Dri Pak-It Machine; Environmental Abatement: removal of asbestos, lead, and bio hazardous materials (EPA and/or OSHA certified); Falling, bucking, yarding, loading or burning of all trees or timber on construction site; Forklift (9 ft. and under); Gas, Pneumatic, and Electric tools; Grating and Grill work for drains or other purposes; Green Cutter of concrete or aggregate in any form, by hand, mechanical means, grindstone or air and/or water; Grout: Spreading for any purpose; Guinea Chaser (Grade Checker) for general utility trenches, sitework, and excavation; Headerboard Man (Asphalt or Concrete); Heat Welder of Plastic (Laborers' AGC certified workers) (when work involves waterproofing for waterponds, artificial lakes and reservoir) heat welding for sewer pipes and fusion of HDPE pipes; Heavy Highway Laborer (Rigging, signaling, handling, and installation of pre-cast catch basins, manholes, curbs and gutters); High Pressure Nozzleman - Hydraulic Monitor (over 100# pressure); Jackhammer Operator; Jacking of slip forms: All semi and unskilled work connected therewithin; Laying of all multi-cell conduit or multi-purpose pipe; Magnesite and Mastic Workers (Wet or Dry)(including mixer operator);Mortar Man; Mortar Mixer (Block, Brick, Masonry, and Plastering); Nozzleman (Sandblasting and/or Water Blasting): handling, placing and operation of nozzle; Operation, Manual or Hydraulic jacking of shields and the use of such other mechanical equipment as may be necessary; Pavement Breakers; Paving, curbing and surfacing of streets, ways, courts, under and overpasses, bridges, approaches, slope walls, and all other labor connected therewith; Pilecutters; Pipe Accessment in place, bolting and lining up of sectional metal or other pipe including corrugated pipe; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, HDPE, metallic or non-metallic, conduit, and any other stationary-type of tubular device used for conveying of any substance or element, whether water, sewage, solid, gas, air, or other product whatsoever and without regard to the nature of material from which tubular material is fabricated; No-joint pipe and stripping of same, Pipewrapper, Caulker, Bander, Kettleman, and men applying asphalt, Laykold, treating Creosote and similar-type materials (6-inch) pipe and over); Piping: resurfacing and paving of all ditches in preparation for laying of all pipes; Pipe laying of lateral sewer pipe from main or side sewer to buildings or structure (except Contactor may

direct work be done under proper supervision); Pipe laying, leveling and marking of the joint used for main or side sewers and storm sewers; Laying of all clay, terra cotta, ironstone, vitrified concrete, HDPE or other pipe for drainage; Placing and setting of water mains, gas mains and all pipe including removal of skids; Plaster Mortar Mixer/Pump; Pneumatic Impact Wrench; Portable Sawmill Operation; Choker setters, off bearers, and lumber handlers connected with clearing; Posthole Digger (Hand Held, Gas, Air and Electric); Powderman's Tender; Power Broom Sweepers (Small); Preparation and Compaction of roadbeds for railroad track laying, highway construction, and the preparation of trenches, footings, etc., for cross-country transmission by pipelines, electrical transmission or underground lines or cables (by mechanical means); Raising of structure by manual or hydraulic jacks or other methods and resetting of structure in new locations, including all concrete work; Ramming or compaction; Rigging in connection with Laborers' work (except demolition), Signaling (including the use of walkie talkie) Choke Setting, tag line usage; Tagging and Signaling of building materials into high rise units; Riprap, Stonepaver, and Rock Slinger (includes placement of stacked concrete, wet or dry and loading, unloading, signaling, slinging and setting of other similar materials); Rotary Scarifier (including multiple head concrete chipping Scarifier); Salamander Heater, Drying of plaster, concrete mortar or other aggregate; Scaffold Erector Leadman; Scaffolds: (Swing and hanging) including maintenance thereof; Scaler; Septic Tank/Cesspool and Drain Fields Digger and Installer; Shredder/Chipper (tree branches, brush, etc.); Stripping and Setting Forms; Stripping of Forms: Other than panel forms which are to be re-used in their original form, and stripping of forms on all flat arch work; Tampers (Barko, Wacker, and similar type); Tank Scaler and Cleaners; Tarman; Tree Climbers and Trimmers; Trencher (includes hand-held, Davis T-66 and similar type); Trucks (flatbed up to and including 2 1/2 tons when used in connection with on-site Laborers' work; Trucks (Refuse and Garbage Disposal) (from job site to dump); Vibra-Screed (Bull Float in connection with Laborers' work); Well Points, Installation of or any other dewatering system.

Laborer II: Asphalt Plant Laborer; Boring Machine Tender; Bridge Laborer; Burning of all debris (crates, boxes, packaging waste materials); Chainman, Rodmen, and Grade Markers; Cleaning, clearing, grading and/or removal for streets, highways, roadways, aprons, runways, sidewalks, parking areas, airports, approaches, and other similar installations; Cleaning or reconditioning of streets, ways, sewers and waterlines, all maintenance work and work of an unskilled and semi-skilled nature; Concrete Bucket Tender (Groundman) hooking and unhooking of bucket; Concrete Forms; moving, cleaning, oiling and carrying to the next point of erection of all forms; Concrete Products Plant Laborers; Conveyor Tender (conveying of building materials); Crushed Stone Yards and Gravel and Sand Pit

Laborers and all other similar plants; Demolition, Wrecking and Salvage Laborers: Wrecking and dismantling of buildings and all structures, with use of cutting or wrecking tools, breaking away, cleaning and removal of all fixtures, All hooking, unhooking, signaling of materials for salvage or scrap removed by crane or derrick; Digging under streets, roadways, aprons or other paved surfaces; Driller's Tender; Chuck Tender, Outside Nipper; Dry-packing of concrete (plugging and filling of she-bolt holes); Fence and/or Guardrail Erector: Dismantling and/or re-installation of all fence; Finegrader; Firewatcher; Flagman (Coning, preparing, stabilizing and removing portable roadway barricade devices); Signal Men on all construction work defined herein, including Traffic Control Signal Men at construction site; General Excavation; Backfilling, Grading and all other labor connected therewith; Digging of trenches, ditches and manholes and the leveling, grading and other preparation prior to laying pipe or conduit for any purpose; Excavations and foundations for buildings, piers, foundations and holes, and all other construction. Preparation of street ways and bridges; General Laborer: Cleaning and Clearing of all debris and surplus material. Clean-up of right-of-way. Clearing and slashing of brush or trees by hand or mechanical cutting. General Clean up: sweeping, cleaning, wash-down, wiping of construction facility and equipment (other than "Light Clean up (Janitorial) Laborer. Garbage and Debris Handlers and Cleaners. Appliance Handling (job site) (after delivery unloading in storage area); Ground and Soil Treatment Work (Pest Control); Gunite/Shotcrete Operator Tender; Junk Yard Laborers (same as Salvage Yard); Laser Beam "Target Man" in connection with Laborers' work; Layout Person for Plastic (when work involves waterproofing for waterponds, artificial lakes and reservoirs); Limbers, Brush Loaders, and Pilers; Loading, Unloading, carrying, distributing and handling of all rods and material for use in reinforcing concrete construction (except when a derrick or outrigger operated by other than hand power is used); Loading, unloading, sorting, stockpiling, handling and distribution of water mains, gas mains and all pipes; Loading and unloading of all materials, fixtures, furnishings and appliances from point of delivery to stockpile to point of installation; hooking and signaling from truck, conveyance or stockpile; Material Yard Laborers; Pipelayer Tender; Pipewrapper, Caulker, Bander, Kettlemen, and men applying asphalt, Laykold, Creosote, and similar-type materials (pipe under 6 inches); Plasterer Laborer; Preparation, construction and maintenance of roadbeds and sub-grade for all paving, including excavation, dumping, and spreading of sub-grade material; Prestressed or precast concrete slabs, walls, or sections: all loading, unloading, stockpiling, hooking on of such slabs, walls or sections; Quarry Laborers; Railroad, Streetcar, and Rail Transit Maintenance and Repair; Roustabout; Rubbish Trucks in connection with Building Construction Projects (excluding clearing, grubbing, and excavating); Salvage Yard: All work connected with cutting, cleaning, storing, stockpiling or handling of

materials, all cleanup, removal of debris, burning, back-filling and landscaping of the site; Sandblasting Tender (Pot Tender): Hoses and pots or markers; Scaffolds: Erection, planking and removal of all scaffolds used for support for lathers, plasters, brick layers, masons, and other construction trades crafts; Scaffolds: (Specially designed by carpenters) laborers shall tend said carpenter on erection and dismantling thereof, preparation for foundation or mudsills, maintenance; Scraping of floors; Screeds: Handling of all screeds to be reused; handling, dismantling and conveyance of screeds; Setting, leveling and securing or bracing of metal or other road forms and expansion joints; Sheet piling/trench shoring (handling and placing of skip sheet or wood plank trench shoring); Ship Scalers; Shipwright Tender; Sign Erector (subdivision traffic, regulatory, and street-name signs); Sloper; Slurry Seal Crews (Mixer Operator, Applicator, Squeegee Man, Shuttle Man, Top Man); Snapping of wall ties and removal of tie rods; Soil Test operations of semi and unskilled labor such as filling sand bags; Stripper (Asphalt, Concrete or other Paved Surfaces); Tool Room Attendant (Job Site); Traffic Delineating Device Applicator; Underpinning, lagging, bracing, propping and shoring, loading, signaling, right-of-way clearance along the route of movement, The clearance of new site, excavation of foundation when moving a house or structure from old site to new site; Utilities employees; Water Man; Waterscape/Hardscape Laborers; Wire Mesh Pulling (all concrete pouring operations); Wrecking, stripping, dismantling and handling concrete forms an false work.

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 LABO0368-002 09/01/2014

|                                 | Rates    | Fringes |
|---------------------------------|----------|---------|
| Landscape & Irrigation Laborers |          |         |
| GROUP 1.....                    | \$ 23.20 | 10.11   |
| GROUP 2.....                    | \$ 23.70 | 10.11   |
| GROUP 3.....                    | \$ 19.70 | 10.11   |

LABORERS CLASSIFICATIONS

GROUP 1: Installation of non-potable permanent or temporary irrigation water systems performed for the purposes of Landscaping and Irrigation architectural horticultural work; the installation of drinking fountains and permanent or temporary irrigation systems using potable water for Landscaping and Irrigation architectural horticultural purposes only. This work includes (a) the installation of all heads, risers, valves, valve boxes, vacuum breakers (pressure and non-pressure), low voltage electrical lines and, provided such work involves electrical wiring that will carry 24 volts or less, the installation of sensors, master control panels, display boards, junction boxes, conductors, including all other components for controllers,

(b) and metallic (copper, brass, galvanized, or similar) pipe, as well as PVC or other plastic pipe including all work incidental thereto, i.e., unloading, handling and distribution of all pipes fittings, tools, materials and equipment, (c) all soldering work in connection with the above whether done by torch, soldering iron, or other means; (d) tie-in to main lines, thrust blocks (both precast and poured in place), pipe hangers and supports incidental to installation of the entire irrigation system, (e) making of pressure tests, start-up testing, flushing, purging, water balancing, placing into operation all irrigation equipment, fixtures and appurtenances installed under this agreement, and (f) the fabrication, replacement, repair and servicing of landscaping and irrigation systems. Operation of hand-held gas, air, electric, or self-powered tools and equipment used in the performance of Landscape and Irrigation work in connection with architectural horticulture; Choke-setting, signaling, and rigging for equipment operators on job-site in the performance of such Landscaping and Irrigation work; Concrete work (wet or dry) performed in connection with such Landscaping and Irrigation work. This work shall also include the setting of rock, stone, or riprap in connection with such Landscape, Waterscape, Rockscape, and Irrigation work; Grubbing, pick and shovel excavation, and hand rolling or tamping in connection with the performance of such Landscaping and Irrigation work; Sprigging, handseeding, and planting of trees, shrubs, ground covers, and other plantings and the performance of all types of gardening and horticultural work relating to said planting; Operation of flat bed trucks (up to and including 2 1/2 tons).:

GROUP 2. Layout of irrigation and other non-potable irrigation water systems and the layout of drinking fountains and other potable irrigation water systems in connection with such Landscaping and Irrigation work. This includes the layout of all heads, risers, valves, valve boxes, vacuum breakers, low voltage electrical lines, hydraulic and electrical controllers, and metallic (coppers, brass, galvanized, or similar) pipe, as well as PVC or other plastic pipe. This work also includes the reading and interpretation of plans and specifications in connection with the layout of Landscaping, Rockscape, Waterscape, and Irrigation work; Operation of Hydro-Mulching machines (sprayman and driver), Drillers, Trenchers (riding type, Davis T-66, and similar) and fork lifts used in connection with the performance of such Landscaping and Irrigation work; Tree climbers and chain saw tree trimmers, Sporadic operation (when used in connection with Landscaping, Rockscape, Waterscape, and Irrigation work) of Skid-Steer Loaders (Bobcat and similar), Cranes (Bantam, Grove, and similar), Hoptos, Backhoes, Loaders, Rollers, and Dozers (Case, John Deere, and similar), Water Trucks, Trucks requiring a State of Hawaii Public Utilities Commission Type 5 and/or type 7 license, sit-down type and "gang" mowers, and other self-propelled, sit-down operated machines not listed under

Landscape & Irrigation Maintenance Laborer; Chemical spraying using self-propelled power spraying equipment (200 gallon capacity or more).

GROUP 3: Maintenance of trees, shrubs, ground covers, lawns and other planted areas, including the replanting of trees, shrubs, ground covers, and other plantings that did not "take" or which are damaged; provided, however, that re-planting that requires the use of equipment, machinery, or power tools shall be paid for at the rate of pay specified under Landscape and Irrigation Laborer, Group 1; Raking, mowing, trimming, and runing, including the use of "weed eaters", hedge trimmers, vacuums, blowers, and other hand-held gas, air, electric, or self-powered tools, and the operation of lawn mowers (Note: The operation of sit-down type and "gang" mowers shall be paid for at the rate of pay specified under Landscape & Irrigation Laborer, Group 2); Guywiring, staking, propping, and supporting trees; Fertilizing, Chemical spraying using spray equipment with less than 200 gallon capacity, Maintaining irrigation and sprinkler systems, including the staking, clamping, and adjustment of risers, and the adjustment and/or replacement of sprinkler heads, (Note: the cleaning and gluing of pipe and fittings shall be paid for at the rate of pay specified under Landscape & Irrigation Laborer(Group 1); Watering by hand or sprinkler system and the performance of other types of gardening, yardman, and horticultural-related work.

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LABO0368-003 09/01/2014

|                     | Rates    | Fringes |
|---------------------|----------|---------|
| Underground Laborer |          |         |
| GROUP 1.....        | \$ 33.90 | 16.71   |
| GROUP 2.....        | \$ 35.40 | 16.71   |
| GROUP 3.....        | \$ 35.90 | 16.71   |
| GROUP 4.....        | \$ 36.90 | 16.71   |
| GROUP 5.....        | \$ 37.25 | 16.71   |
| GROUP 6.....        | \$ 37.50 | 16.71   |
| GROUP 7.....        | \$ 37.95 | 16.71   |

GROUP 1: Watchmen; Change House Attendant.

GROUP 2: Swamper; Brakeman; Bull Gang-Muckers, Trackmen; Dumpmen (any method); Concrete Crew (includes rodding and spreading); Grout Crew; Reboundmen

GROUP 3: Chucktenders and Cabletenders; Powderman (Prime House); Vibratorman, Pavement Breakers

GROUP 4: Miners - Tunnel (including top and bottom man on shaft and raise work); Timberman, Retimberman (wood or steel or substitute materials thereof); Blasters, Drillers, Powderman (in heading); Microtunnel Laborer; Headman; Cherry Pickerman (where car is lifted); Nipper; Grout Gunmen; Grout Pumpman & Potman; Gunite, Shotcrete Gunmen &

Potmen; Concrete Finisher (in tunnel); Concrete Screed Man;  
 Bit Grinder; Steel Form Raisers & Setters; High Pressure  
 Nozzleman; Nozzleman (on slick line); Sandblaster-Potman  
 (combination work assignment interchangeable); Tugger

GROUP 5: Shaft Work & Raise (below actual or excavated ground  
 level); Diamond Driller; Guniting or Shotcrete Nozzleman;  
 Rodman; Groundman

GROUP 6: Shifter

GROUP 7: Shifter (Shaft Work & Raiser)

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 PAIN1791-001 01/01/2015

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| Painters:               |          |         |
| Brush.....              | \$ 34.60 | 26.45   |
| Sandblaster; Spray..... | \$ 34.60 | 26.45   |

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 PAIN1889-001 07/01/2014

|               | Rates    | Fringes |
|---------------|----------|---------|
| Glaziers..... | \$ 34.10 | 27.29   |

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 PAIN1926-001 03/01/2015

|                        | Rates    | Fringes |
|------------------------|----------|---------|
| Soft Floor Layers..... | \$ 31.15 | 25.75   |

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 PAIN1944-001 01/01/2015

|            | Rates    | Fringes |
|------------|----------|---------|
| Taper..... | \$ 41.00 | 20.50   |

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 PLAS0630-001 09/02/2013

|                | Rates    | Fringes |
|----------------|----------|---------|
| PLASTERER..... | \$ 37.64 | 23.22   |

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 PLAS0630-002 09/02/2013

|                              | Rates    | Fringes |
|------------------------------|----------|---------|
| Cement Masons:               |          |         |
| Cement Masons.....           | \$ 36.80 | 23.22   |
| Trowel Machine Operators.... | \$ 36.95 | 23.22   |

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 PLUM0675-001 01/04/2015

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

Plumber, Pipefitter,  
 Steamfitter & Sprinkler Fitter...\$ 39.35 24.21

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 ROOF0221-001 09/07/2014

Rates Fringes

Roofers (Including Built Up,  
 Composition and Single Ply).....\$ 38.10 17.13

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 SHEE0293-001 09/01/2013

Rates Fringes

Sheet metal worker.....\$ 37.25 22.73

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 SUHI1997-002 09/15/1997

Rates Fringes

Drapery Installer.....\$ 13.60 1.20

FENCE ERECTOR (Chain Link  
 Fence).....\$ 9.33 1.65

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 WELDERS - Receive rate prescribed for craft performing  
 operation to which welding is incidental.

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 Unlisted classifications needed for work not included within  
 the scope of the classifications listed may be added after  
 award only as provided in the labor standards contract clauses  
 (29CFR 5.5 (a) (1) (ii)).

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 The body of each wage determination lists the classification  
 and wage rates that have been found to be prevailing for the  
 cited type(s) of construction in the area covered by the wage  
 determination. The classifications are listed in alphabetical  
 order of "identifiers" that indicate whether the particular  
 rate is a union rate (current union negotiated rate for local),  
 a survey rate (weighted average rate) or a union average rate  
 (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed  
 in dotted lines beginning with characters other than "SU" or  
 "UAVG" denotes that the union classification and rate were  
 prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

ATTACHMENT J-0200000-03  
SAMPLE 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 (PRP232)  
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>IDIQ PRICE</u>     |
|--|-----------------------|
| A. Total value of contract through<br>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: \_\_\_\_\_

**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 CNIA's and NWAs must be (R)

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.

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 (D)

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.

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. Notification in writing shall (include the purpose and number of hours guard services will be required). (R)

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, the user shall follow: (R)

(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).

**ATTACHMENT (1)**

**(R)**

**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-0200000-05  
Potential Retrocommissioning Services

| <u>BUILDING</u>                                 | <u>AREA (SF)</u> |
|---|------------------|
| Building CAMSMI-700 NIMITZ MACARTHUR PACOM      | 282,106          |
| Building SUBPEA-654 BEQ/PAQUET HALL/GALLEY      | 206,156          |
| Building SUBPEA-1723 SMALLWOOD HALL BEQ         | 115,909          |
| Building FORISL-77 ADMIN BLDG                   | 101,332          |
| Building NAVPEA-150 ADMINISTRATIVE OFFICE       | 71,510           |
| Building FORISL-78 NAVY LODGE                   | 58,354           |
| Building SHIPEA-1443 QUALITY ASSURANCE OFFICE   | 49,250           |
| Building FORISL-462 BRIG - FORD ISLAND          | 48,250           |
| Building SUBPEA-1262 SUBTRACENPAC BLDG          | 48,848           |
| Building SUBPEA-1378 TECHNICAL TRNG BLDG (SSEP) | 25,502           |
| Building MOANAL-4827 NAVY SERVICE CENTER        | 55,000           |
|   | 1,062,217        |

ATTACHMENT J-0200000-06  
EXHIBIT LINE ITEM NUMBERS  
SOLICITATION/CONTRACT #N62478-15-R-2440  
EXHIBIT A- CLIN 9000

Line Item 0001 Base Period - IDIQ Work

PROVIDE UNIT PRICES FOR RETRO-COMMISSIONING SERVICES - IDIQ WORK IN ACCORDANCE WITH SECTION C, SPEC ITEM 4

ELIN A700 TO A719

| ELIN | PRODUCT NAME | DESCRIPTION EXTENDED   | EST QTY | UNIT OF ISSUE | UNIT PRICE | EXTENDED PRICE | CAC |
|------|--------------|--|---------|---------------|------------|----------------|-----|
|      |              | IDIQ WORK  |         |               |            |                |     |
|      |              | PLANNING PHASE (See Annex 15, Spec item 2.4)   |         |               |            |                |     |
| A700 |              | OFFICE BUILDINGS - Planning Phase (completion time will be as specified on each order)                         | 663,508 | SF            |            | \$             |     |
| A701 |              | INDUSTRIAL BUILDINGS - Planning Phase (completion time will be as specified on each order)                     | 12,063  | SF            |            | \$             |     |
| A702 |              | RETAIL STORES - Planning Phase (completion time will be as specified on each order)                            | 170,000 | SF            |            | \$             |     |
| A703 |              | FOOD SERVICES/CAFETERIA - Planning Phase (completion time will be as specified on each order)                  | 26,451  | SF            |            | \$             |     |
| A704 |              | HOSPITAL/CLINIC/LABORATORY - Planning Phase (completion time will be as specified on each order)               | 170,000 | SF            |            | \$             |     |
| A705 |              | TEMPORARY LODGING/BARRACKS - Planning Phase (completion time will be as specified on each order)               | 348,133 | SF            |            | \$             |     |
| A706 |              | DATA CENTER - Planning Phase (completion time will be as specified on each order)                              | 170,000 | SF            |            | \$             |     |
| A707 |              | WAREHOUSE - Planning Phase (completion time will be as specified on each order)                                | 170,000 | SF            |            | \$             |     |
|      |              | INVESTIGATION/IMPLEMENTATION PHASE (See Annex 15, Spec item 2.5)   |         |               |            |                |     |
| A708 |              | OFFICE BUILDINGS - Investigation/Implementation Phase (completion time will be as specified on each order)     | 663,508 | SF            |            | \$             |     |
| A709 |              | INDUSTRIAL BUILDINGS - Investigation/Implementation Phase (completion time will be as specified on each order) | 12,063  | SF            |            | \$             |     |
| A710 |              | RETAIL STORES - Investigation/Implementation Phase (completion time will be as specified on each order)        | 170,000 | SF            |            | \$             |     |

| ELIN                                   | PRODUCT NAME  | DESCRIPTION EXTENDED   | EST QTY | UNIT OF ISSUE     |        | EXTENDED PRICE | CAC |
|--|---|--|---------|-------------------|--------|----------------|-----|
| A711                                   |   | FOOD SERVICES/CAFETERIA - Investigation/Implementation Phase (completion time will be as specified on each order)  | 26,451  | SF                |        | \$             |     |
| A712                                   |   | HOSPITAL/CLINIC/LABORATORY - Investigation/Implementation Phase(completion time will be as specified on each order)  | 170,000 | SF                |        | \$             |     |
| A713                                   |   | TEMPORARY LODGING/BARRACKS - Investigation/Implementation Phase (completion time will be as specified on order)  | 348,133 | SF                |        | \$             |     |
| A714                                   |   | DATA CENTER - Investigation/Implementation Phase (completion time will be as specified on each order)  | 170,000 | SF                |        | \$             |     |
| A715                                   |   | WAREHOUSE - Investigation/Implementation Phase (completion time will be as specified on each order)  | 170,000 | SF                |        | \$             |     |
| A716                                   | Unit Priced Labor Work for Service Repairs (negotiated)         | Provide labor to perform all Unit Priced Labor work subject to the Service Contract Act per the scope and delivery schedule specified in the order. <sup>(2)</sup>   | 2,500   | HR                |        | \$             |     |
| A717                                   | Unit Priced Labor Work for Davis-Bacon Act repairs (negotiated) | Provide labor to perform unforeseen repairs where the labor has exceeded 32 labor hours for each deficient condition. The work is subject to the Davis-Bacon Act per the scope and delivery schedule specified in the order.   | 250     | HR                |        | \$             |     |
| A718                                   | Material Cost (negotiated)                                      | Provide all materials and equipment to perform Unit Priced Labor work per the scope and delivery schedule specified in the order. Use with ELINs A716 and A717.  | 25,000  | EA <sup>(1)</sup> | \$1.00 | \$25,000       |     |
| A719                                   | RCx Training & Examination for Certification                    | Provide instructor(s) qualified to administer and conduct an RCx training/certification examination class for up to 30 Government employees. RCx training and certification shall be from an approved professional organizations such as AEE, ACG, ASHRAE, BCA, NEBB or UWM. This requirement is expected to include approximately 40 hours of classroom training. Training site to be provided by the Government. | 1       | LS                |        | \$             |     |
| TOTAL COST LINE ITEM A700 THROUGH A719 |   |  |         |                   |        | \$             |     |

(Enter this amount into Schedule of Work, Item No. 0001, Net Amount)

(1) The Government will compensate the Contractor for the direct cost of parts and materials and not the total amount shown in this schedule.

(2) The following limits shall apply to UPL labor work for each task order: 32 labor hours and \$2,500 per building

ATTACHMENT J-0200000-07  
EXHIBIT LINE ITEM NUMBERS  
SOLICITATION/CONTRACT #N62478-15-R-2440  
EXHIBIT B- CLIN 9001

Line Item 0002 Option Period One - IDIQ Work

PROVIDE UNIT PRICES FOR RETRO-COMMISSIONING SERVICES - IDIQ WORK IN ACCORDANCE WITH SECTION C, SPEC ITEM 4

ELIN B700 TO B719

| ELIN | PRODUCT NAME | DESCRIPTION EXTENDED   | EST QTY | UNIT OF ISSUE | UNIT PRICE | EXTENDED PRICE | CAC |
|------|--------------|--|---------|---------------|------------|----------------|-----|
|      |              | IDIQ WORK  |         |               |            |                |     |
|      |              | PLANNING PHASE (See Annex 15, Spec item 2.4)   |         |               |            |                |     |
| B700 |              | OFFICE BUILDINGS - Planning Phase (completion time will be as specified on each order)                         | 663,508 | SF            |            | \$             |     |
| B701 |              | INDUSTRIAL BUILDINGS - Planning Phase (completion time will be as specified on each order)                     | 12,063  | SF            |            | \$             |     |
| B702 |              | RETAIL STORES - Planning Phase (completion time will be as specified on each order)                            | 170,000 | SF            |            | \$             |     |
| B703 |              | FOOD SERVICES/CAFETERIA - Planning Phase (completion time will be as specified on each order)                  | 26,451  | SF            |            | \$             |     |
| B704 |              | HOSPITAL/CLINIC/LABORATORY - Planning Phase (completion time will be as specified on each order)               | 170,000 | SF            |            | \$             |     |
| B705 |              | TEMPORARY LODGING/BARRACKS - Planning Phase (completion time will be as specified on each order)               | 348,133 | SF            |            | \$             |     |
| B706 |              | DATA CENTER - Planning Phase (completion time will be as specified on each order)                              | 170,000 | SF            |            | \$             |     |
| B707 |              | WAREHOUSE - Planning Phase (completion time will be as specified on each order)                                | 170,000 | SF            |            | \$             |     |
|      |              | INVESTIGATION/IMPLEMENTATION PHASE (See Annex 15, Spec item 2.5)   |         |               |            |                |     |
| B708 |              | OFFICE BUILDINGS - Investigation/Implementation Phase (completion time will be as specified on each order)     | 663,508 | SF            |            | \$             |     |
| B709 |              | INDUSTRIAL BUILDINGS - Investigation/Implementation Phase (completion time will be as specified on each order) | 12,063  | SF            |            | \$             |     |
| B710 |              | RETAIL STORES - Investigation/Implementation Phase (completion time will be as specified on each order)        | 170,000 | SF            |            | \$             |     |

| ELIN                                   | PRODUCT NAME  | DESCRIPTION EXTENDED   | EST QTY | UNIT OF ISSUE     |        | EXTENDED PRICE | CAC |
|--|---|--|---------|-------------------|--------|----------------|-----|
| B711                                   |   | FOOD SERVICES/CAFETERIA - Investigation/Implementation Phase (completion time will be as specified on each order)  | 26,451  | SF                |        | \$             |     |
| B712                                   |   | HOSPITAL/CLINIC/LABORATORY - Investigation/Implementation Phase(completion time will be as specified on each order)  | 170,000 | SF                |        | \$             |     |
| B713                                   |   | TEMPORARY LODGING/BARRACKS - Investigation/Implementation Phase (completion time will be as specified on order)  | 348,133 | SF                |        | \$             |     |
| B714                                   |   | DATA CENTER - Investigation/Implementation Phase (completion time will be as specified on each order)  | 170,000 | SF                |        | \$             |     |
| B715                                   |   | WAREHOUSE - Investigation/Implementation Phase (completion time will be as specified on each order)  | 170,000 | SF                |        | \$             |     |
| B716                                   | Unit Priced Labor Work for Service Repairs (negotiated)         | Provide labor to perform all Unit Priced Labor work subject to the Service Contract Act per the scope and delivery schedule specified in the order. <sup>(2)</sup>   | 2,500   | HR                |        | \$             |     |
| B717                                   | Unit Priced Labor Work for Davis-Bacon Act repairs (negotiated) | Provide labor to perform unforeseen repairs where the labor has exceeded 32 labor hours for each deficient condition. The work is subject to the Davis-Bacon Act per the scope and delivery schedule specified in the order.   | 250     | HR                |        | \$             |     |
| B718                                   | Material Cost (negotiated)                                      | Provide all materials and equipment to perform Unit Priced Labor work per the scope and delivery schedule specified in the order. Use with ELINs B716 and B717.  | 25,000  | EA <sup>(1)</sup> | \$1.00 | \$25,000       |     |
| B719                                   | RCx Training & Examination for Certification                    | Provide instructor(s) qualified to administer and conduct an RCx training/certification examination class for up to 30 Government employees. RCx training and certification shall be from an approved professional organizations such as AEE, ACG, ASHRAE, BCA, NEBB or UWM. This requirement is expected to include approximately 40 hours of classroom training. Training site to be provided by the Government. | 1       | LS                |        | \$             |     |
| TOTAL COST LINE ITEM B700 THROUGH B719 |   |  |         |                   |        | \$             |     |

(Enter this amount into Schedule of Work, Item No. 0002, Net Amount)

(1) The Government will compensate the Contractor for the direct cost of parts and materials and not the total amount shown in this schedule.

(2) The following limits shall apply to UPL labor work for each task order: 32 labor hours and \$2,500 per building

ATTACHMENT J-0200000-08  
EXHIBIT LINE ITEM NUMBERS  
SOLICITATION/CONTRACT #N62478-15-R-2440  
EXHIBIT C- CLIN 9002

Line Item 0003 Option Period Two - IDIQ Work

PROVIDE UNIT PRICES FOR RETRO-COMMISSIONING SERVICES - IDIQ WORK IN ACCORDANCE WITH SECTION C, SPEC ITEM 4

ELIN C700 TO C719

| ELIN | PRODUCT NAME | DESCRIPTION EXTENDED   | EST QTY | UNIT OF ISSUE | UNIT PRICE | EXTENDED PRICE | CAC |
|------|--------------|--|---------|---------------|------------|----------------|-----|
|      |              | IDIQ WORK  |         |               |            |                |     |
|      |              | PLANNING PHASE (See Annex 15, Spec item 2.4)   |         |               |            |                |     |
| C700 |              | OFFICE BUILDINGS - Planning Phase (completion time will be as specified on each order)                         | 663,508 | SF            | \$         | \$             |     |
| C701 |              | INDUSTRIAL BUILDINGS - Planning Phase (completion time will be as specified on each order)                     | 12,063  | SF            | \$         | \$             |     |
| C702 |              | RETAIL STORES - Planning Phase (completion time will be as specified on each order)                            | 170,000 | SF            | \$         | \$             |     |
| C703 |              | FOOD SERVICES/CAFETERIA - Planning Phase (completion time will be as specified on each order)                  | 26,451  | SF            | \$         | \$             |     |
| C704 |              | HOSPITAL/CLINIC/LABORATORY - Planning Phase (completion time will be as specified on each order)               | 170,000 | SF            | \$         | \$             |     |
| C705 |              | TEMPORARY LODGING/BARRACKS - Planning Phase (completion time will be as specified on each order)               | 348,133 | SF            | \$         | \$             |     |
| C706 |              | DATA CENTER - Planning Phase (completion time will be as specified on each order)                              | 170,000 | SF            | \$         | \$             |     |
| C707 |              | WAREHOUSE - Planning Phase (completion time will be as specified on each order)                                | 170,000 | SF            | \$         | \$             |     |
|      |              | INVESTIGATION/IMPLEMENTATION PHASE (See Annex 15, Spec item 2.5)   |         |               |            |                |     |
| C708 |              | OFFICE BUILDINGS - Investigation/Implementation Phase (completion time will be as specified on each order)     | 663,508 | SF            | \$         | \$             |     |
| C709 |              | INDUSTRIAL BUILDINGS - Investigation/Implementation Phase (completion time will be as specified on each order) | 12,063  | SF            | \$         | \$             |     |
| C710 |              | RETAIL STORES - Investigation/Implementation Phase (completion time will be as specified on each order)        | 170,000 | SF            | \$         | \$             |     |

| ELIN                                   | PRODUCT NAME  | DESCRIPTION EXTENDED   | EST QTY | UNIT OF ISSUE     | UNIT PRICE | EXTENDED PRICE | CAC |
|--|---|--|---------|-------------------|------------|----------------|-----|
| C711                                   |   | FOOD SERVICES/CAFETERIA - Investigation/Implementation Phase (completion time will be as specified on each order)  | 26,451  | SF                | \$         | \$             |     |
| C712                                   |   | HOSPITAL/CLINIC/LABORATORY - Investigation/Implementation Phase(completion time will be as specified on each order)  | 170,000 | SF                | \$         | \$             |     |
| C713                                   |   | TEMPORARY LODGING/BARRACKS - Investigation/Implementation Phase (completion time will be as specified on order)  | 348,133 | SF                | \$         | \$             |     |
| C714                                   |   | DATA CENTER - Investigation/Implementation Phase (completion time will be as specified on each order)  | 170,000 | SF                | \$         | \$             |     |
| C715                                   |   | WAREHOUSE - Investigation/Implementation Phase (completion time will be as specified on each order)  | 170,000 | SF                | \$         | \$             |     |
| C716                                   | Unit Priced Labor Work for Service Repairs (negotiated)         | Provide labor to perform all Unit Priced Labor work subject to the Service Contract Act per the scope and delivery schedule specified in the order. <sup>(2)</sup>   | 2,500   | HR                | \$         | \$             |     |
| C717                                   | Unit Priced Labor Work for Davis-Bacon Act repairs (negotiated) | Provide labor to perform unforeseen repairs where the labor has exceeded 32 labor hours for each deficient condition. The work is subject to the Davis-Bacon Act per the scope and delivery schedule specified in the order.   | 250     | HR                | \$         | \$             |     |
| C718                                   | Material Cost (negotiated)                                      | Provide all materials and equipment to perform Unit Priced Labor work per the scope and delivery schedule specified in the order. Use with ELINs C716 and C717.  | 25,000  | EA <sup>(1)</sup> | \$1.00     | \$25,000       |     |
| C719                                   | RCx Training & Examination for Certification                    | Provide instructor(s) qualified to administer and conduct an RCx training/certification examination class for up to 30 Government employees. RCx training and certification shall be from an approved professional organizations such as AEE, ACG, ASHRAE, BCA, NEBB or UWM. This requirement is expected to include approximately 40 hours of classroom training. Training site to be provided by the Government. | 1       | LS                |            | \$             |     |
| TOTAL COST LINE ITEM C700 THROUGH C719 |   |  |         |                   |            | \$             |     |

(Enter this amount into Schedule of Work, Item No. 0003, Net Amount)

- (1) The Government will compensate the Contractor for the direct cost of parts and materials and not the total amount shown in this schedule.  
(2) The following limits shall apply to UPL labor work for each task order: 32 labor hours and \$2,500 per building

ATTACHMENT J-0200000-09  
EXHIBIT LINE ITEM NUMBERS  
SOLICITATION/CONTRACT #N62478-15-R-2440  
EXHIBIT D- CLIN 9003

Line Item 0004 Option Period Three - IDIQ Work

PROVIDE UNIT PRICES FOR RETRO-COMMISSIONING SERVICES - IDIQ WORK IN ACCORDANCE WITH SECTION C, SPEC ITEM 4

ELIN D700 TO D719

| ELIN | PRODUCT NAME | DESCRIPTION EXTENDED   | EST QTY | UNIT OF ISSUE | UNIT PRICE | EXTENDED PRICE | CAC |
|------|--------------|--|---------|---------------|------------|----------------|-----|
|      |              | IDIQ WORK  |         |               |            |                |     |
|      |              | PLANNING PHASE (See Annex 15, Spec item 2.4)   |         |               |            |                |     |
| D700 |              | OFFICE BUILDINGS - Planning Phase (completion time will be as specified on each order)                         | 663,508 | SF            | \$         | \$             |     |
| D701 |              | INDUSTRIAL BUILDINGS - Planning Phase (completion time will be as specified on each order)                     | 12,063  | SF            | \$         | \$             |     |
| D702 |              | RETAIL STORES - Planning Phase (completion time will be as specified on each order)                            | 170,000 | SF            | \$         | \$             |     |
| D703 |              | FOOD SERVICES/CAFETERIA - Planning Phase (completion time will be as specified on each order)                  | 26,451  | SF            | \$         | \$             |     |
| D704 |              | HOSPITAL/CLINIC/LABORATORY - Planning Phase (completion time will be as specified on each order)               | 170,000 | SF            | \$         | \$             |     |
| D705 |              | TEMPORARY LODGING/BARRACKS - Planning Phase (completion time will be as specified on each order)               | 348,133 | SF            | \$         | \$             |     |
| D706 |              | DATA CENTER - Planning Phase (completion time will be as specified on each order)                              | 170,000 | SF            | \$         | \$             |     |
| D707 |              | WAREHOUSE - Planning Phase (completion time will be as specified on each order)                                | 170,000 | SF            | \$         | \$             |     |
|      |              | INVESTIGATION/IMPLEMENTATION PHASE (See Annex 15, Spec item 2.5)   |         |               |            |                |     |
| D708 |              | OFFICE BUILDINGS - Investigation/Implementation Phase (completion time will be as specified on each order)     | 663,508 | SF            | \$         | \$             |     |
| D709 |              | INDUSTRIAL BUILDINGS - Investigation/Implementation Phase (completion time will be as specified on each order) | 12,063  | SF            | \$         | \$             |     |
| D710 |              | RETAIL STORES - Investigation/Implementation Phase (completion time will be as specified on each order)        | 170,000 | SF            | \$         | \$             |     |

| ELIN                                   | PRODUCT NAME  | DESCRIPTION EXTENDED   | EST QTY | UNIT OF ISSUE     | UNIT PRICE | EXTENDED PRICE | CAC |
|--|---|--|---------|-------------------|------------|----------------|-----|
| D711                                   |   | FOOD SERVICES/CAFETERIA - Investigation/Implementation Phase (completion time will be as specified on each order)  | 26,451  | SF                | \$         | \$             |     |
| D712                                   |   | HOSPITAL/CLINIC/LABORATORY - Investigation/Implementation Phase(completion time will be as specified on each order)  | 170,000 | SF                | \$         | \$             |     |
| D713                                   |   | TEMPORARY LODGING/BARRACKS - Investigation/Implementation Phase (completion time will be as specified on order)  | 348,133 | SF                | \$         | \$             |     |
| D714                                   |   | DATA CENTER - Investigation/Implementation Phase (completion time will be as specified on each order)  | 170,000 | SF                | \$         | \$             |     |
| D715                                   |   | WAREHOUSE - Investigation/Implementation Phase (completion time will be as specified on each order)  | 170,000 | SF                | \$         | \$             |     |
| D716                                   | Unit Priced Labor Work for Service Repairs (negotiated)         | Provide labor to perform all Unit Priced Labor work subject to the Service Contract Act per the scope and delivery schedule specified in the order. <sup>(2)</sup>   | 2,500   | HR                | \$         | \$             |     |
| D717                                   | Unit Priced Labor Work for Davis-Bacon Act repairs (negotiated) | Provide labor to perform unforeseen repairs where the labor has exceeded 32 labor hours for each deficient condition. The work is subject to the Davis-Bacon Act per the scope and delivery schedule specified in the order.   | 250     | HR                | \$         | \$             |     |
| D718                                   | Material Cost (negotiated)                                      | Provide all materials and equipment to perform Unit Priced Labor work per the scope and delivery schedule specified in the order. Use with ELINs D716 and D717.  | 25,000  | EA <sup>(1)</sup> | \$1.00     | \$25,000       |     |
| D719                                   | RCx Training & Examination for Certification                    | Provide instructor(s) qualified to administer and conduct an RCx training/certification examination class for up to 30 Government employees. RCx training and certification shall be from an approved professional organizations such as AEE, ACG, ASHRAE, BCA, NEBB or UWM. This requirement is expected to include approximately 40 hours of classroom training. Training site to be provided by the Government. | 1       | LS                |            | \$             |     |
| TOTAL COST LINE ITEM D700 THROUGH D719 |   |  |         |                   |            | \$             |     |

(Enter this amount into Schedule of Work, Item No. 0004, Net Amount)

(1) The Government will compensate the Contractor for the direct cost of parts and materials and not the total amount shown in this schedule.

(2) The following limits shall apply to UPL labor work for each task order: 32 labor hours and \$2,500 per building

ATTACHMENT J-0200000-10  
EXHIBIT LINE ITEM NUMBERS  
SOLICITATION/CONTRACT #N62478-15-R-2440  
EXHIBIT E- CLIN 9004

Line Item 0005 Option Period Four - IDIQ Work

PROVIDE UNIT PRICES FOR RETRO-COMMISSIONING SERVICES - IDIQ WORK IN ACCORDANCE WITH SECTION C, SPEC ITEM 4

ELIN E700 TO E719

| ELIN | PRODUCT NAME | DESCRIPTION EXTENDED   | EST QTY | UNIT OF ISSUE | UNIT PRICE | EXTENDED PRICE | CAC |
|------|--------------|--|---------|---------------|------------|----------------|-----|
|      |              | IDIQ WORK  |         |               |            |                |     |
|      |              | PLANNING PHASE (See Annex 15, Spec item 2.4)   |         |               |            |                |     |
| E700 |              | OFFICE BUILDINGS - Planning Phase (completion time will be as specified on each order)                         | 663,508 | SF            | \$         | \$             |     |
| E701 |              | INDUSTRIAL BUILDINGS - Planning Phase (completion time will be as specified on each order)                     | 12,063  | SF            | \$         | \$             |     |
| E702 |              | RETAIL STORES - Planning Phase (completion time will be as specified on each order)                            | 170,000 | SF            | \$         | \$             |     |
| E703 |              | FOOD SERVICES/CAFETERIA - Planning Phase (completion time will be as specified on each order)                  | 26,451  | SF            | \$         | \$             |     |
| E704 |              | HOSPITAL/CLINIC/LABORATORY - Planning Phase (completion time will be as specified on each order)               | 170,000 | SF            | \$         | \$             |     |
| E705 |              | TEMPORARY LODGING/BARRACKS - Planning Phase (completion time will be as specified on each order)               | 348,133 | SF            | \$         | \$             |     |
| E706 |              | DATA CENTER - Planning Phase (completion time will be as specified on each order)                              | 170,000 | SF            | \$         | \$             |     |
| E707 |              | WAREHOUSE - Planning Phase (completion time will be as specified on each order)                                | 170,000 | SF            | \$         | \$             |     |
|      |              | INVESTIGATION/IMPLEMENTATION PHASE (See Annex 15, Spec item 2.5)   |         |               |            |                |     |
| E708 |              | OFFICE BUILDINGS - Investigation/Implementation Phase (completion time will be as specified on each order)     | 663,508 | SF            | \$         | \$             |     |
| E709 |              | INDUSTRIAL BUILDINGS - Investigation/Implementation Phase (completion time will be as specified on each order) | 12,063  | SF            | \$         | \$             |     |
| E710 |              | RETAIL STORES - Investigation/Implementation Phase (completion time will be as specified on each order)        | 170,000 | SF            | \$         | \$             |     |

| ELIN                                   | PRODUCT NAME  | DESCRIPTION EXTENDED   | EST QTY | UNIT OF ISSUE     | UNIT PRICE | EXTENDED PRICE | CAC |
|--|---|--|---------|-------------------|------------|----------------|-----|
| E711                                   |   | FOOD SERVICES/CAFETERIA - Investigation/Implementation Phase (completion time will be as specified on each order)  | 26,451  | SF                | \$         | \$             |     |
| E712                                   |   | HOSPITAL/CLINIC/LABORATORY - Investigation/Implementation Phase(completion time will be as specified on each order)  | 170,000 | SF                | \$         | \$             |     |
| E713                                   |   | TEMPORARY LODGING/BARRACKS - Investigation/Implementation Phase (completion time will be as specified on order)  | 348,133 | SF                | \$         | \$             |     |
| E714                                   |   | DATA CENTER - Investigation/Implementation Phase (completion time will be as specified on each order)  | 170,000 | SF                | \$         | \$             |     |
| E715                                   |   | WAREHOUSE - Investigation/Implementation Phase (completion time will be as specified on each order)  | 170,000 | SF                | \$         | \$             |     |
| E716                                   | Unit Priced Labor Work for Service Repairs (negotiated)         | Provide labor to perform all Unit Priced Labor work subject to the Service Contract Act per the scope and delivery schedule specified in the order. <sup>(2)</sup>   | 2,500   | HR                | \$         | \$             |     |
| E717                                   | Unit Priced Labor Work for Davis-Bacon Act repairs (negotiated) | Provide labor to perform unforeseen repairs where the labor has exceeded 32 labor hours for each deficient condition. The work is subject to the Davis-Bacon Act per the scope and delivery schedule specified in the order.   | 250     | HR                | \$         | \$             |     |
| E718                                   | Material Cost (negotiated)                                      | Provide all materials and equipment to perform Unit Priced Labor work per the scope and delivery schedule specified in the order. Use with ELINs E716 and E717.  | 25,000  | EA <sup>(1)</sup> | \$1.00     | \$25,000       |     |
| E719                                   | RCx Training & Examination for Certification                    | Provide instructor(s) qualified to administer and conduct an RCx training/certification examination class for up to 30 Government employees. RCx training and certification shall be from an approved professional organizations such as AEE, ACG, ASHRAE, BCA, NEBB or UWM. This requirement is expected to include approximately 40 hours of classroom training. Training site to be provided by the Government. | 1       | LS                |            | \$             |     |
| TOTAL COST LINE ITEM E700 THROUGH E719 |   |  |         |                   |            | \$             |     |

(Enter this amount into Schedule of Work, Item No. 0005, Net Amount)

- (1) The Government will compensate the Contractor for the direct cost of parts and materials and not the total amount shown in this schedule.  
(2) The following limits shall apply to UPL labor work for each task order: 32 labor hours and \$2,500 per building

## **Retro-Commissioning Project Scope of Work and Assumptions**

### **I. INTRODUCTION**

Retro-commissioning agent (RCxA) will provide retro-commissioning services (RCx), as defined below, to Navy Region Hawaii for facilities ordered under this Indefinite Delivery Indefinite Quantity (IDIQ) contract. Navy Region Hawaii (due to joint basing Naval Station Pearl Harbor and Hickam Air Force Base) includes 2,800 shore facilities, 15 million square feet of property, 51,000 personnel, and a \$185M/year utilities budget.

Retro-commissioning applies a systematic investigation process for improving and optimizing a building's operation and maintenance (O&M). Retro-commissioning occurs any time after construction, as an independent process. It may or may not emphasize bringing the building back to its original intended design. In fact, original design documentation may no longer exist or may be irrelevant.

Retro-commissioning ensures system functionality. It is an inclusive and systematic process intended not only to optimize how equipment and systems operate, but also to optimize how the systems function together. Although retro-commissioning may result in recommendations to investigate further capital improvements, O&M tune-up activities and diagnostic testing are primarily used to optimize the building systems. The retro-commissioning process most often focuses on the dynamic energy-using systems with the goal of reducing energy waste, obtaining energy cost savings for the customer, and identifying and fixing existing problems.

Retro-commissioning as defined for this contract shall include all the systems in a building to include (but not limited to): HVAC, lighting, control systems, water, building enveloping (as applicable), and other mechanical and electrical systems. It shall not include fire alarms (emergency systems) or IT (communication related) systems.

### **II. RETRO-COMMISSIONING PROJECT MANAGEMENT TASKS**

Project management tasks required throughout the term of this IDIQ contract include:

- 1) Monthly status meetings (teleconferences) with the Naval Facilities Engineering Command Hawaii Energy Team (NAVFAC HI Energy Team)
- 2) Project Scheduling
- 3) Internal Manpower Scheduling, Budgeting, and Project Planning

### **III. RETRO-COMMISSIONING PROCESS**

The core RCx process consists of four primary phases:

#### **1. Planning Phase**

- a) Initial Site Survey and Interview
- b) Documentation Review (including existing in-house and contractor maintenance practices)
- c) Develop Utility Bill Benchmarking (utility data furnished by NAVFAC HI Energy Team)

- d) Identify any equipment deficiencies that may prevent the completion of the Investigation Phase, for instance if any equipment is inoperable preventing the completion of the testing and balancing of the HVAC system. Generate a listing of necessary repairs to continue RCx process and the cost should the Government elect to have the repairs done by the Contractor.
- e) Develop and Submit RCx Planning Report
  - i) Identify RCx Objectives
  - ii) Establish Desired System Performance Criteria
    - (1) Temperature and Comfort: Comply with the requirements of Commander Navy Region Hawaii Instruction 4101.1D and ASHRAE 55-2004
    - (2) Ventilation and Air Quality: Meet or exceed the requirements of AHSRAE 62.1-2007
  - iii) Determine Preliminary Energy Conservation Opportunities (ECOs)
  - iv) Develop Investigation Approach
    - (1) Generate Sample Point to Point and Functional Testing Approach
      - (a) Produce Sample Point to Point and Functional Testing Forms
      - (b) Confirm/Validate Existing Equipment Inventory and Sequence of Operation by reviewing installation HVAC shop recurring work program (RWP) and system O&M information
    - (2) Develop and Present Test and Balance Assessment Approach
    - (3) Develop and Present Diagnostic Monitoring (Data Logging) Plan
- f) Generate Project Issues Log and List of Potential Energy Conservation Opportunities (ECOs) – Planning Phase
- g) Participate and Facilitate a RCx Scoping Meeting

## **2. Investigation Phase**

- a) Implement Diagnostic Monitoring (Data Logging) Plan
- b) Conduct Point to Point and Functional Testing
- c) Execute Test and Balance Assessment Survey (electrical and water use, etc.)
- d) Compare Current System Performance to Desired System Performance Criteria
- e) Update Project Issues Log and List of Potential ECOs
- f) Retrieve and Analyze Data Logging Data
- g) Perform Energy Analysis of Potential ECOs
  - i) Utilize Results of Data Trending, Benchmarking Results, and Field Observations to Determine Baseline Energy Performance
  - ii) Analyze Potential Energy Efficiency Measures for Energy Savings Potential and Economic Benefit
  - iii) Analyze Synergistic Effects of Combinations of Energy Efficiency Measures (if necessary)
- h) Develop Investigation Report
  - i) Present Trend Data Assessment Results
  - ii) Present Results of All Field Testing and Surveys

- (1) Completed Functional Testing and Point to Point Procedures
- (2) HVAC Testing, Adjusting, and Balancing (TAB) – assure HVAC system provides maximum occupant comfort at lowest energy cost possible
- (3) Current Project Issues Log
- iii) Present Results of Energy Analysis
- iv) Present ECO Recommendations with Economic and Energy Savings Estimates and Associated Implementation Costs
- v) Develop Measurement and Verification Plan

**3. Implementation Phase Support:**

- (a) Implement repairs and improvements
- (b) Retest and re-monitor for results
- (c) Revise estimated energy savings calculations
- (d) Develop system performance report
  - i) Indicate whether systems were able to meet desired performance criteria
  - ii) If performance criteria were not met, indicate system deficiencies responsible
  - iii) Provide summary of system improvements necessary to meet performance criteria, including cost information (if applicable)

**4. Project hand-off and integration phase:**

- (a) Prepare and submit retro-commissioning final report
- (b) Develop re-commissioning plan/schedule

**IV. RETRO-COMMISSIONING TASK DETAILS AND ASSUMPTIONS**

The following section provides additional detail regarding the assumptions made in this scope of work for the RCx services.

| <b>PROJECT MANAGEMENT</b>  |
|--|
| <p><b>Monthly Status Meetings</b></p> <p><i>The RCxA will participate in monthly status meetings to communicate progress on project objectives. All meetings shall be conducted via telephone conference call, except initial kickoff meeting will be in person at Naval Facilities Engineering Command Hawaii. Meeting minutes will be kept and distributed through email correspondence.</i></p> |
| <p><b>Project Scheduling</b></p> <p><i>The RCxA will provide a retro-commissioning project schedule to the NAVFAC HI Energy Team. The work schedule will be updated once every month through the end of the project and presented/submitted at the monthly status meeting.</i></p>   |

**Internal Manpower Scheduling, Budgeting, and Project Planning**

*RCxA will be responsible for manpower scheduling, budgeting and project planning through the duration of this project.*

**PLANNING PHASE**

**Initial Site Survey and Interview**

*The goal of the initial site assessment is to gain an in-depth understanding of how the building systems and equipment are currently operated and maintained, why they are operated in that way, and what building staff and occupants consider to be the most significant problems.*

*RCxA will meet with building personnel to understand historical mechanical system operation. The meeting will identify key issues regarding the current system operation and discuss potential future projects. RCxA will perform a brief walk-through of the facility to verify the inventory of the mechanical systems and to determine any equipment deficiencies that would prevent the completion of the Investigation Phase of RCx process.*

**Documentation Review**

*RCxA will collect and review documentation and technical information (provided by the Government) related to the building operation (i.e. current design and operational intent, systems & hardware manuals, warranties, building specifications & drawings, design requirements, building occupant needs and requirements, all existing internal maintenance records, and all existing system service contracts, such as air conditioning equipment maintenance, fan-coil unit maintenance, and industrial water treatment).*

**Develop Utility Bill Benchmarking**

*The approach will be tailored to the specific needs of the building and will target major HVAC equipment. RCxA will use the following parameters (at a minimum) to determine building baseline energy performance:*

- Overall Building kW and kWh (data provided by NAVFAC HI Energy Team)*
- Main Air Conditioning Equipment (Water Chiller and Direct Expansion) kW and kWh*
- Main HVAC (Supply, Return, Exhaust, and Make-Up Air) Fan kW and kWh*
- Circulating Pumps kWh*

*There are also other performance indicators that aid in determining building energy usage and performance. These may include the following:*

- Air Handler Discharge Air Temperature (both hot and cold decks, as applicable)*
- Mixed Air Temperature*
- Return Air Temperature*

*In general, building lighting loads can be approximated through reviewing lighting plans and schedules (provided by the government if available) and spot checking a small sample of spaces. **RCxA is not required to utilize portable devices for trending lighting or plug loads.***

**Identify Equipment Deficiencies and Repairs Needed to Complete RCx Process**

*Identify any equipment deficiencies that may prevent the completion of the Investigation Phase, for instance if any equipment is inoperable preventing the completion of the testing and balancing of the HVAC system. Generate a listing of necessary repairs to continue RCx process and the cost should the Government elect to have the repairs done by the Contractor.*

**Develop and Submit RCx Planning Report**

*After reviewing the building documentation package and gaining a clear understanding of the project objectives, the RCxA has the primary responsibility for developing the plan. The RCx plan is to be used as a road map for the project. The plan shall include the following information at a minimum:*

***Identify RCx Objectives***

***Establish Desired System Performance Criteria***  
***Identify Preliminary ECOs Discovered During Planning Phase***

***Generate Point to Point and Functional Testing Approach***  
*- Produce Sample Point to Point and Functional Testing Forms*  
*- Provide Existing Equipment Inventory and Design Sequence of Operation*

***Present Test and Balance Assessment Approach***

***Develop and Present Diagnostic Monitoring (Data Logging) Plan***

**Generate Project Issues Log and List of Potential ECOs – Planning Phase**

*RCxA shall develop list of any and all findings noted during the Planning Phase and this list shall contain the following information, at a minimum:*

*Name of the system or piece of equipment*  
*Description of the finding, deficiency, or problem*  
*Date noted*  
*Recommended solutions*  
*Estimated cost of correction*

**Participate and Facilitate a RCx Scoping Meeting.**

*The scoping meeting brings all of the team members together to review, discuss, and agree to the RCx plan. If repairs need to be made before the Investigation Phase can continue, NAVFAC HI will determine if the work will be done “in house” with NAVFAC HI labor or if a separate task order will be issued for the RCx contractor to complete the repairs. If the repairs are too costly or too time consuming the Government may elect to terminate the RCx process at this point.*

**INVESTIGATION PHASE****Implement Diagnostic Monitoring (Data Logging) Plan**

*Data trends from the existing direct digital controls (DDC) system (if available) will be provided by building personnel. If available, building personnel will provide a facility engineer with the ability to access and set up trend data in the existing DDC system. If available, building personnel will provide RCxA with an internet protocol (IP) address for remote access into the DDC system. Where the DDC system has the capability of trending multiple control points for the major mechanical equipment, collection of four weeks (minimum) of data trending will be required (including weekend operation).*

*There may be situations where a few controls points in a building, such as electrical usage for major mechanical equipment, are not connected to the DDC system. If this occurs, independent data loggers will be required to capture trend data. It is assumed that one to two weeks of data trending will be required.*

**Conduct Point to Point and Functional Testing**

*RCxA will provide mechanical and electrical equipment, devices, and instrumentation required to perform calibrations, tests, and data collection through self-contained devices. All equipment, devices and instruments shall be calibrated as required for accurate operation.*

*Detailed testing on all HVAC equipment will be performed including all control components involved with temperature settings, air flow volume, air quality, percent (%) outside air volume, humidity, and other pertinent parameters. Testing will emphasize the assessment of individual mechanical component performance and response to DDC commands, as well as how the entire system interactively functions in order to pinpoint operational flaws and the best opportunities for optimization.*

*The approach will incorporate manual testing, trend log diagnostics, and input and output verification. Building operators will be consulted on procedural protocols to ensure that testing is performed in a manner and time that will minimize the disruption to the building occupants. Functional testing will establish measurable performance criteria for the following, when applicable, as a minimum:*

- *Condenser water system including cooling towers or fluid coolers, pumps, and piping distribution system.*
- *Chilled water system including chillers, pumps, and piping distribution system*
- *Hot water system if using heat exchangers to harvest waste heat from the chiller*
- *Air Handling Units, motors, and fans*
- *Building Automation System*

**Execute Test and Balance Assessment Survey**

*RCxA in conducting TAB services shall meet the requirements of the National Environmental Balancing Bureau to perform system level assessments of HVAC performance. Refer to "National Environmental Balancing Bureau's Procedural Standards for Testing Adjusting and Balancing of Environmental Systems 2005 – Seventh Edition". This assessment will focus on the overall performance of the system including air handler units (AHUs), terminal units, hydronic systems, ancillary equipment and associated controls. The assessment will include, but is not limited to:*

- *Measuring full capacity air flows on AHUs (100% sample)*
- *Measuring minimum outside air intakes to verify adequate ventilation (100% sample of AHUs)*
- *Measuring full capacity hydronic system flows (chilled water and hot water; domestic*

|  |
|--|
| <p>excluded)</p> <ul style="list-style-type: none"> <li>- Measuring AHU Pressure Profiles (100% sample of AHUs)</li> <li>- Measuring air flows at grills, registers, diffusers</li> </ul>  |
| <p><b>Compare Current System Performance to Desired System Performance Criteria</b></p> <p><i>RCxA will evaluate the system's current performance as well as the system's designed performance against the desired performance criteria. Any limitations or deficiencies in the current system performance will be noted, as well as any performance metrics that exceed the desired performance criteria.</i></p>   |
| <p><b>Update Project Issues Log and List of Potential ECOs – Investigation Phase</b></p> <p><i>Testing results will be processed and analyzed to determine the potential measures that are most likely to result in improved operating efficiency, equipment life, indoor air quality, occupant comfort, and energy usage and cost. The selected measures will then serve as the focus of more detailed energy and cost analysis.</i></p>  |
| <p><b>Retrieve and Analyze Data Logging Results</b></p> <p><i>Collected data will be processed and analyzed to determine the overall baseline performance of the facility. This is likely to include electrical data for fans and chillers, as well as temperature control data in the air handlers. Diagnostic trending will be utilized to determine correlations between various occupancy, ambient outdoor conditions and equipment performance. The data will also be used to help identify any additional equipment or programming functional deficiencies and inefficiencies.</i></p>   |
| <p><b>Perform Energy Analysis of Potential ECOs</b></p> <p><i>Provide energy economic analysis for potential ECOs to determine cost effectiveness for project implementation. RCxA will tailor the approach for benchmarking and calculating savings to the specific needs of each individual building. Based on the results of field testing, RCxA will determine the optimal approach for quantifying current consumption and potential savings in order to bring maximum value to the process.</i></p> <p><b><i>Utilize Results of Data Trending, Benchmarking Results, and Field Observations to Determine Baseline Energy Performance</i></b></p> <p><b><i>Analyze Potential Energy Efficiency Measures for Energy Savings Potential and Economic Benefit</i></b></p> <p><b><i>Analyze Synergistic Effects of Combinations of Energy Efficiency Measures (if necessary)</i></b></p> |
| <p><b>Develop Measurement and Verification Plan</b></p> <p><i>Develop Measurement and Verification (M&amp;V) Plan to best document the savings for the RCx activities and recommended ECOs.</i></p>  |

**Develop and Submit Investigation Report**

***Present Trend Data Assessment Results***

***Present Results of All Field Testing and Surveys***

- *Completed Point to Point and Functional Testing Procedures*
- *TAB Assessment Survey Results*
- *Current Project Deficiency and Resolution Log*

***Present Results of Energy Analysis***

***Present ECO Recommendations with Economic and Energy Savings Estimates***

**IMPLEMENTATION PHASE SUPPORT**

**Implement Repairs and Improvements**

*RCxA will coordinate with NAVFAC HI Energy Team who will implement repairs and minor O&M recommendations found during RCx work. The RCxA will not be responsible for repairs and minor O&M work.*

**Develop System Performance Report (to be submitted with the retro-commissioning final report)**

*Develop system performance report detailing how the current system performance compares to the desired performance criteria and outlining any deficiencies or limitations with the current system. If performance criteria were not met, indicate system deficiencies responsible. This report will also include cost estimates to bring the current system performance up to the level of the desired system performance as applicable. This report will be included as a section of the retro-commissioning final report.*

|  |
|--|
| <b>PROJECT HANDOFF AND INTEGRATION PHASE</b>   |
| <p><b>Prepare Retro-Commissioning Final Report</b></p> <p><i>Prepare a comprehensive final report that generally includes the following information along with an executive summary:</i></p> <ul style="list-style-type: none"> <li>• <i>Project background</i></li> <li>• <i>Building / systems description</i></li> <li>• <i>Scope of the commissioning project</i></li> <li>• <i>The original and corrected commissioning plan</i></li> <li>• <i>All completed functional tests and results</i></li> <li>• <i>The energy management control system (EMCS) trending plan and logger diagnostic / monitoring plan and results</i></li> <li>• <i>System performance report</i></li> <li>• <i>List of recommended capital improvements</i></li> </ul> <p><i>Additional items that should be considered for inclusion in the final report include:</i></p> <ul style="list-style-type: none"> <li>• <i>Guidelines for implementing a preventative maintenance plan</i></li> <li>• <i>An analysis of the current in-house maintenance and service contracts and procedures and recommendation for any enhancements</i></li> <li>• <i>Full written sequence of operation for all major HVAC equipment components</i></li> <li>• <i>List of operational strategies for the building operators to incorporate in the future</i></li> <li>• <i>Recommended training for maintenance staff to communicate the design intent, theory of system operation, delineate the function of individual components in the system, and intersystem functional operations in order to maintain system performance in the future</i></li> </ul> |
| <p><b>Develop Re-Commissioning Plan/Schedule</b></p> <p><i>Develop a recommendation on building re-commissioning plan and schedule.</i></p>  |

**V. SUBMITTALS:**

|   |
|---|
| Planning Phase Retro-Commissioning Plan       |
| Diagnostic Monitoring (Data Logging) Plan     |
| Project Issues Log and List of Potential ECOs |
| Investigation Phase Report                    |
| Measurement and Verification Plan             |
| Retro-Commissioning Final Report              |
| Energy Efficiency Capital Improvements List   |

## Hickam Data Analysis and Findings

### General Observations:

- The data given was for 2013 – With data that is over 1 year old, several (if not all) of the conditions noted below probably have changed. Typically, PNNL would request 2-3 weeks of data within the most recent month to come up with retuning recommendations. 2 to 3 weeks of data is recommended so that PNNL can see trends that are recurring.
  - For the data sent, Building 988 has 10 days of data, and the other building (Exchange) has 24 hours of data. This tells me that Building 988 has long-term or historical trends set up (or did at one time), but the Exchange did not.
- There appears to be some data quality issues: Figure 1 shows a chilled water return temp (**green** line in Figure 1) close to 200°F for the 24 hours of data provided (this is for AC-6). In addition, the OA humidity (**red** line in Figure 1) is close to zero, which would not be the case for Oahu!
  - If any equipment is being controlled by the OA humidity then this becomes cause for concern.
  - The chiller should have an alarm if this data is what is being seen in the building automation system.

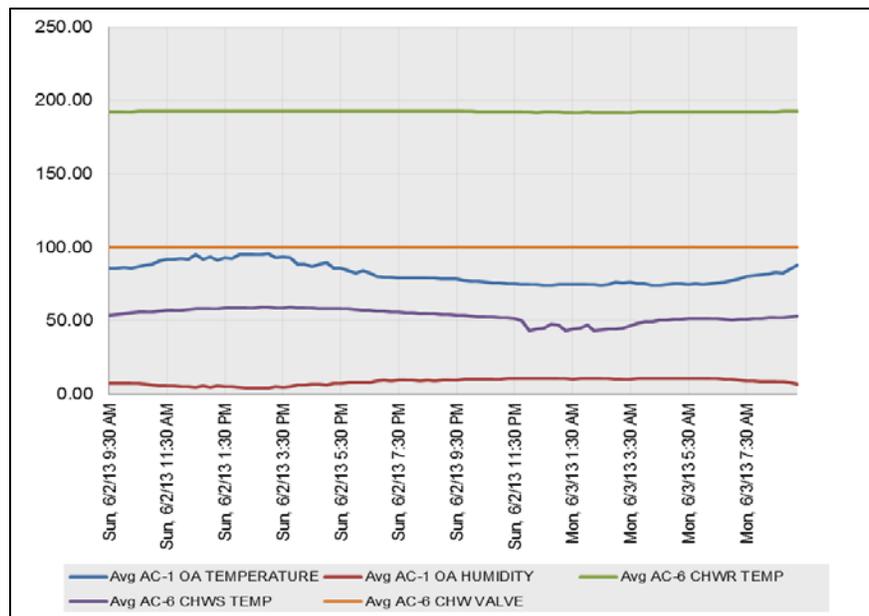


Figure 1: AC-6 HAFB Exchange

- Figure 2 shows more of what appears to be data quality issues. This is for AHU-3 in Building 988.
  - The OA Temp (**red** line in Figure 2), OA Humidity (**blue** line in Figure 2) show drastic changes around 5:30 p.m. on 5/22/13. This occurs roughly once per day for the 10-day data set. There are two possibilities: either the data is not reliable, or the OA Temp and

Humidity sensors are poorly located (e.g., next to an exhaust grill, on the side of an air-cooled chiller, etc.). This should be verified by site staff.

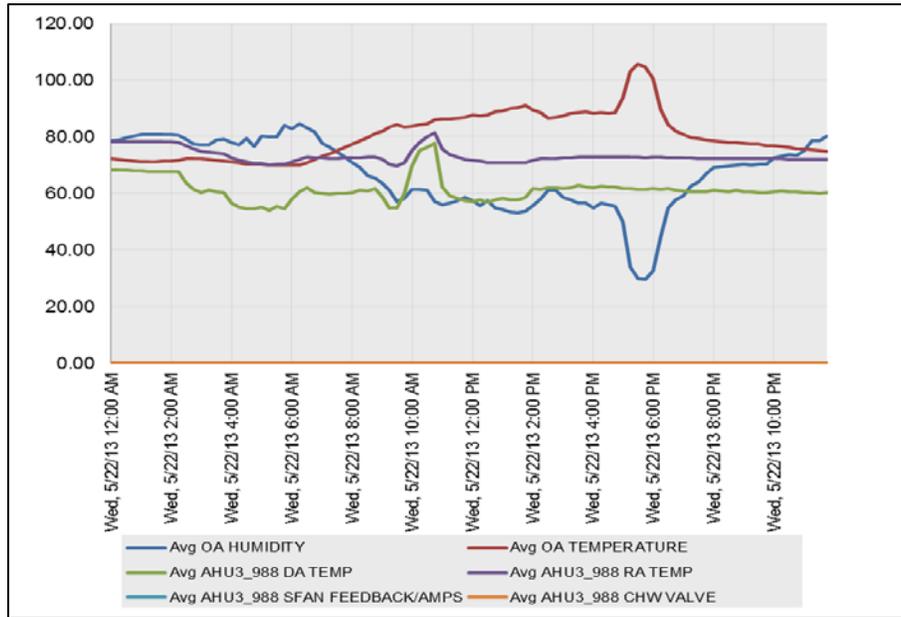


Figure 2: AHU-3 in Building 988

#### Building 988 Specific Observations:

- Figure 3 shows the supply fan amps for AHU1, AHU2, and AHU3. AHU1 and AHU2 are on 24/7 (including weekends and on Memorial Day), but AHU3 never turns on during the time period. Without knowledge of the building or what each AHU serves, it is hard to draw conclusions. The obvious questions are:
  - Is the building occupied 24/7? If not, why are 2 AHUs running 24/7?
  - What does AHU3 serve? Should it be operating?

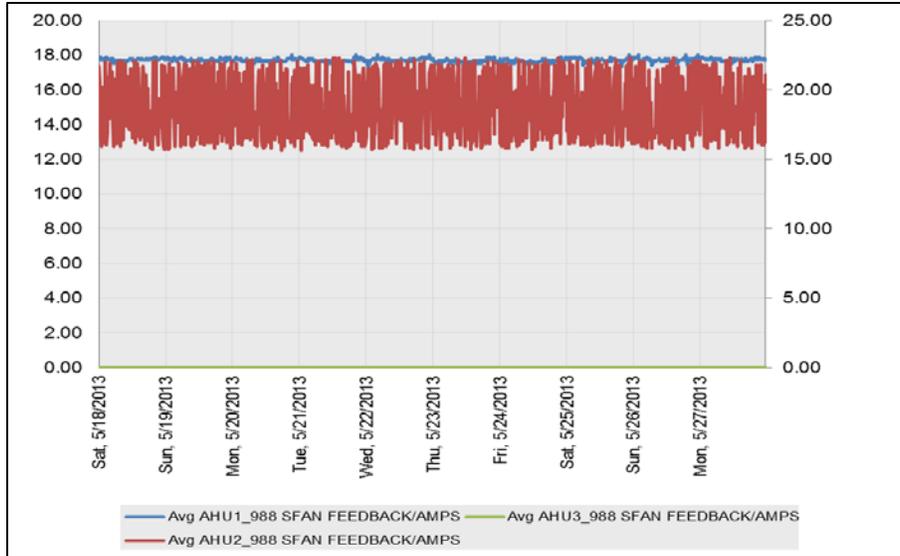


Figure 3: Building 988 AHU supply fan amperage

- Figure 4 shows the data pertaining to AHU1. The discharge temperature varies between 55-70F. I am guessing that this temperature is tied to the chilled water plant, but the DA temperature increases when the chilled water valve goes to 100%. It is possible that the chiller is having issues (tripping, alarming, etc.), and the AHU cooling coil is calling for more chilled water but cannot get it. When the coil is controlling, the DA temperature seems to be between 55-60F. This indicates that there may be a slight DA reset schedule implemented on this AHU.
- If the chillers are having issues, then the zones are suffering. In Figure 4, when the DA temp increases to 70F, the return air temp increases up to 80F. If there are occupants present, they are probably complaining.

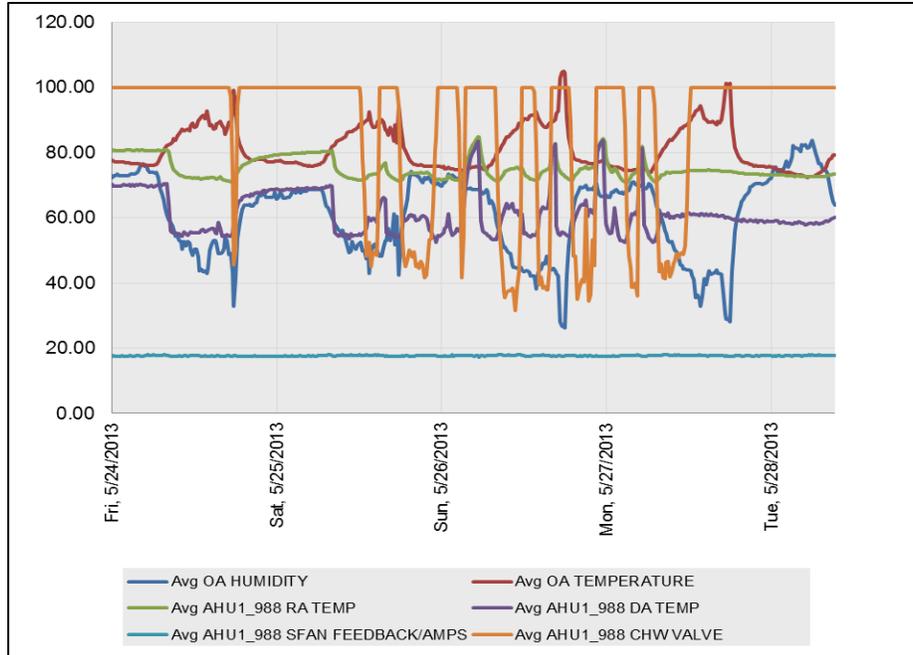
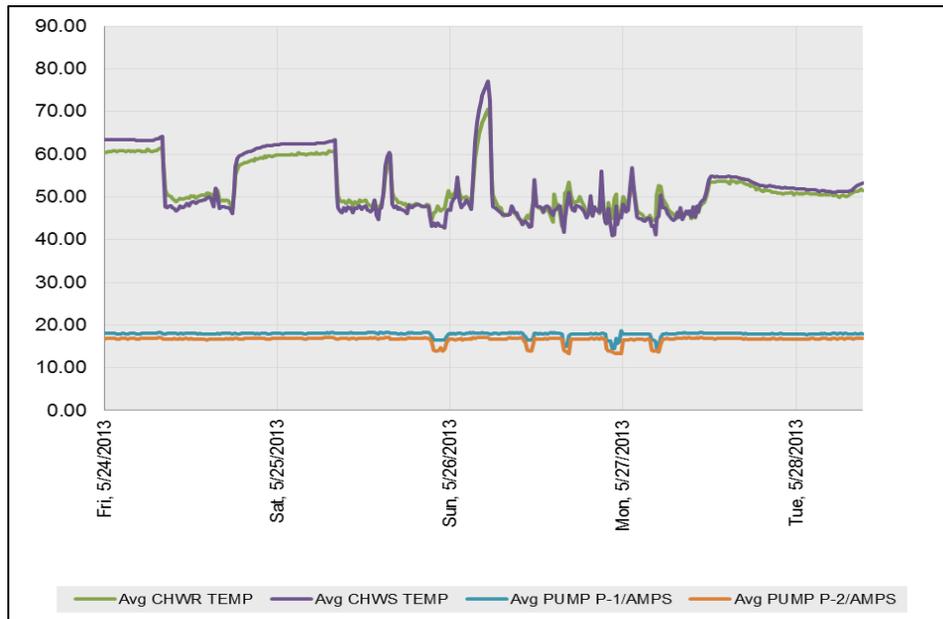


Figure 4: AHU1

- Figure 5 shows the chilled water data for Building 988. As you can see, the delta T (return minus supply temperature) is always less than 3F. This may be resulting in chiller failures (low evaporator pressure lockout), as chillers are designed to see an 8-10 degree delta on the chilled water supply and return temperatures. This appears to be consistent with what I am seeing at the AHUs. The chiller plant may be oversized or operating more chillers than required.



14-15-2440

Figure 5: Chilled water data for Building 988

- The zone temperature data seen in Figure 6 for Building 988 indicate no consistency in controls, as the temperatures vary between 65-85F, with temperature swings occurring frequently. This is probably relating to chiller issues as well.
- It appears that the zones in this building are dependent on chilled water issues. The building may be old or have envelope issues, because the zone temperatures vary drastically in short time periods.

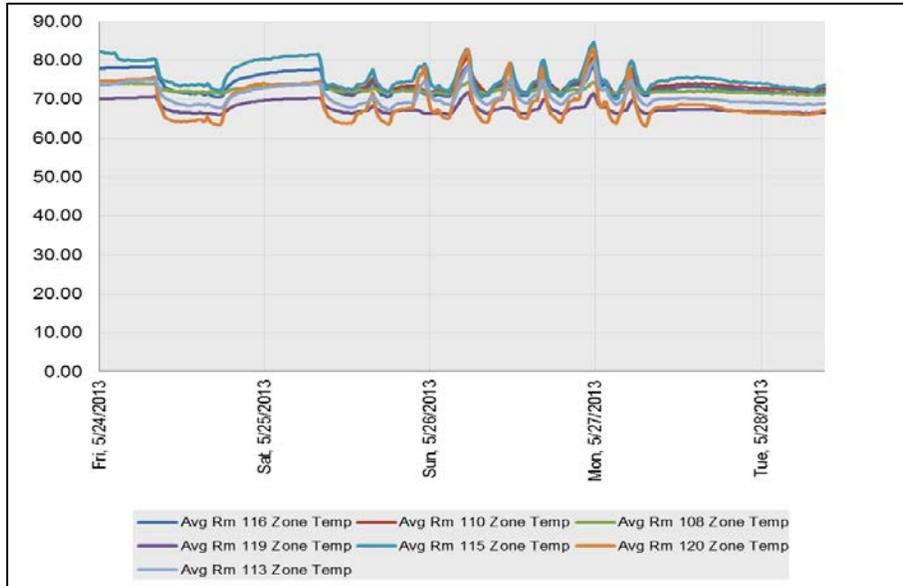


Figure 6: Zone temperature data for Building 988

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 541350.

(2) The small business size standard is \$7,500,000.00.

(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.]

X (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 |
|------------|-------|-------|--------|
| -----      | ----- | ----- | -----  |
| -----      | ----- | ----- | -----  |

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 (FAPIIS) 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 FAPIIS 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)

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.

X (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-OO0005) (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 addresses 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)

#### 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (NOV 2014)

- (a) Definition. 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.

- (b) The Offeror shall enter its CAGE code in its offer with its name and address or otherwise include it prominently in its proposal. The CAGE code entered must be for that name and address. Enter ``CAGE'' before the number. The CAGE code is required prior to award.

- (c) CAGE codes may be obtained via--

- (1) Registration in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov). If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Contractor and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).

- (2) The DLA Contractor and Government Entity (CAGE) Branch. If registration in SAM is not required for the subject procurement, and the offeror does not otherwise register in SAM, an offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at [http://www.dlis.dla.mil/cage\\_welcome.asp](http://www.dlis.dla.mil/cage_welcome.asp).

(3) The appropriate country codification bureau. Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity's country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA if the foreign entity's country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus and NSPA, as well as additional information on obtaining NCAGE codes, are available at [http://www.dlis.dla.mil/Forms/Form\\_AC135.asp](http://www.dlis.dla.mil/Forms/Form_AC135.asp).

(d) Additional guidance for establishing and maintaining CAGE codes is available at [http://www.dlis.dla.mil/cage\\_welcome.asp](http://www.dlis.dla.mil/cage_welcome.asp).

(e) When a CAGE Code is required for the immediate owner and/or the highest-level owner by 52.204-17 or 52.212-3(p), the Offeror shall obtain the respective CAGE Code from that entity to supply the CAGE Code to the Government.

(f) Do not delay submission of the offer pending receipt of a CAGE code.

(End of Provision)

#### 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;  X  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.

(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)

(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)

#### 52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES--IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009)

(a) Definitions. Added value, excessive pass-through charge, subcontract, and subcontractor, as used in this provision, are defined in the clause of this solicitation entitled "Limitations on Pass-Through Charges" (FAR 52.215-23).

(b) General. The offeror's proposal shall exclude excessive pass-through charges.

(c) Performance of work by the Contractor or a subcontractor. (1) The offeror shall identify in its proposal the total cost of the work to be performed by the offeror, and the total cost of the work to be performed by each subcontractor, under the contract, task order, or delivery order.

(2) If the offeror intends to subcontract more than 70 percent of the total cost of work to be performed under the contract, task order, or delivery order, the offeror shall identify in its proposal--

(i) The amount of the offeror's indirect costs and profit/fee applicable to the work to be performed by the subcontractor(s); and

(ii) A description of the added value provided by the offeror as related to the work to be performed by the subcontractor(s).

(3) If any subcontractor proposed under the contract, task order, or delivery order intends to subcontract to a lower-tier subcontractor more than 70 percent of the total cost of work to be performed under its subcontract, the offeror shall identify in its proposal--

(i) The amount of the subcontractor's indirect costs and profit/fee applicable to the work to be performed by the lower-tier subcontractor(s); and

(ii) A description of the added value provided by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

(End of provision)

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

The Government contemplates award of an indefinite delivery/indefinite quantity contract resulting from this solicitation.

(End of provision)

## 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

(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) One compact diskette (CD) containing Section B Prices and Attachments J-0200000-06 through J-0200000-10, using the "Offeror Pricing Schedule" Microsoft Office Excel (excel) file. Offerors shall not use their own forms or alter the excel file document. Do not convert the excel file to an Adobe Acrobat file. Submit as an excel file completing the excel file as follows and DO NOT SUBMIT A HARD COPY OF THE EXCEL FILE:

(1) Complete only the column on each worksheet in the excel file entitled, "UNIT PRICE."

(a) Limit unit prices to two decimal places. The "Total Amount" column will fill in automatically, rounded to two decimal places, by multiplying the estimated quantity by the unit price.

(2) Section B Prices. The Amounts for each Contract Line Item No. will be filled in automatically from Attachments J-0200000-06 through J-0200000-10.

(d) 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);

(e) 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.);

(f) CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate);

(g) Joint Venture Agreement (if submitting proposal as a joint venture);

(h) Documentation from the Small Business Administration (SBA) servicing office that your firm is a qualified 8(a) small business concern.

(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 applicable commissioning and/or retro-commissioning contracts or subcontracts which were performed under the guidelines of one of the following approved commissioning organizations: AEE, ASHRAE, ACG, BCA, NEBB, UWM, using the attachment entitled, "Corporate Experience List." The list shall include only contracts and/or subcontracts that were completed no more than seven years prior to the issuance date of this solicitation, or are currently in progress, and valued at \$500,000.00 or more per year. The dollar value is based on the amount for standalone projects or multiple projects that collectively equate to \$500,000.00 or more per year and were on-going concurrently. 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 have at least three years of relevant experience, similar in scope to the subject solicitation (i.e., commissioning and/or retro-commissioning contracts or subcontracts performed under the guidelines of one of the following approved commissioning organizations: AEE, ASHRAE, ACG, BCA, NEBB, UWM) and valued at \$500,000.00 or more per year (the dollar value is based on the amount for standalone projects or multiple projects that collectively equate to \$500,000.00 or more per year and were on-going concurrently), which were completed no more than seven years prior to the issuance date of this solicitation, or are currently in progress. 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 – Commissioning Certification

## (a) Solicitation Submittal Requirements:

## (1) Provide the following for your firm:

(a) Evidence of current membership in one of the following commissioning organizations: AEE, ASHRAE, ACG, BCA, NEBB, UWM; and

(b) Copy of the commissioning certificate from that organization.

Documentation shall indicate when certification was initially granted and the date when the current certification expires.

(2) Provide the following for the individual(s) performing or directly overseeing the retro-commissioning work:

(a) Evidence that the individual(s) is currently certified by one of the following commissioning organizations: AEE, ASHRAE, ACG, BCA, NEBB or UWM. Documentation shall show when certification was initially granted and the date when the current certification expires.

## (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. 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.

#### 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.

#### SET-ASIDE INFORMATION

a. (1) The North American Industry Classification System (NAICS) code for this acquisition is 541350.

(2) The small business size standard is \$7,500,000.00.

b. This solicitation is a competitive 8(a) set-aside

ATTACHMENT A  
CORPORATE EXPERIENCE LIST

|   |   |   |   |   |
|---|---|---|---|---|
| <b>Prime Contractor's or Subcontractor's name:</b>  |   |   |   |   |
| <b>Percentage of work this subcontractor will perform:</b>  |   |   |   |   |
| Provide the following information for each contract/subcontract your firm performed. Also provide the following information for each subcontractor that will perform major or critical aspects of the requirement.  |   |   |   |   |
| <b>Name of one of the following approved commissioning organizations: AEE, ASHRAE, ACG, BCA, NEBB, UWM, whose guidelines were followed in performance of commissioning or retro-commissioning projects listed below (include date of initial certification and date current certification expires):</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   |   |   |   |   |

SOURCE SELECTION INFORMATION - SEE FAR 3.104

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 ***custodial/grounds/_____*** work included in this contract? Please indicate "Yes" or "No" | If "Yes" to prior column, include annual dollar value of ***custodial/grounds/_____*** work | (Complete this column only if position held did not apply to entire contract.)<br>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 | Name of one of the following approved commissioning organizations: AEE, ASHRAE, ACG, BCA, NEBB, UWM, whose guidelines were followed in performance of commissioning or retro-commissioning projects listed below (include date of initial certification and date current certification expires): |
| Examples:  |                        |                  |  |   |   |   |  |  |  |
| ABC Co.  | Project Superintendent | 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.  | Project Superintendent | 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)<br/>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)<br/>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 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 – Commissioning 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 commissioning and/or retro-commissioning contracts or subcontracts performed under the guidelines of one of the following approved commissioning organizations: AEE, ASHRAE, ACG, BCA, NEBB, UWM, 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 completed no more than seven years prior to the issuance date of this solicitation, or is currently in progress,

(2) it was similar in scope (i.e., commissioning and/or retro-commissioning projects performed under the guidelines of one of the following approved commissioning organizations: AEE, ASHRAE, ACG, BCA, NEBB, UWM) to the subject solicitation, and

(3) it was valued at \$500,000 or more per year. The dollar value is based on the amount for standalone projects or multiple projects that collectively equate to \$500,000 or more per year and were on-going concurrently.

(c) The experience of your firm’s and your subcontractors’ firm’s Project Manager and Quality Manager will be considered relevant if:

(1) 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.

(2) The Project Manager and Quality Manager each have at least three years of relevant experience working on contracts and subcontracts similar in scope (i.e., commissioning and/or retro-commissioning contracts or subcontracts performed under the guidelines of one of the following approved commissioning organizations: AEE, ASHRAE, ACG, BCA, NEBB, UWM) to the subject solicitation.

(3) The contracts for the Project Manager and Quality Manager were valued at \$500,000 or more per year. The dollar value is based on the amount for standalone projects or multiple projects that collectively equate to \$500,000 or more per year and were on-going concurrently.

(4) The “Key Personnel Experience List” is 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 – Commissioning Certification

Basis of Evaluation:

(a) Offeror provided evidence of current membership in one of the following commissioning organizations: AEE, ASHRAE, ACG, BCA, NEBB, UWM.

(b) Offeror provided a copy of current commissioning certificate from one of the following commissioning organizations: AEE, ASHRAE, ACG, BCA, NEBB, UWM including documentation showing when certification was initially granted and the date when current certification expires.

(c) Offeror provided evidence that the individual(s) performing or directly overseeing the retro-commissioning work is currently certified by one of the following commissioning organizations: AEE, ASHRAE, ACG, BCA, NEBB, UWM and the documentation provided shows date certification was initially granted and date when the current certification expires.

(3) Factor 3 – Safety.

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