

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 71		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER N62478-16-R-2449		6. SOLICITATION ISSUE DATE 23-Nov-2015	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SANDY A. SEKIGUCHI			b. TELEPHONE NUMBER (No Collect Calls) (808) 474-3388		8. OFFER DUE DATE/LOCAL TIME 02:00 PM 23 Dec 2015	
9. ISSUED BY NAVFAC HAWAII SERVICES ACQUISITION DIVISION (PRJ233) 400 MARSHALL ROAD JBPHH HI 96860-3139  TEL: FAX:		CODE N62478	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: \$7.5M NAICS: 811121			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING DO-C3		12. DISCOUNT TERMS
15. DELIVER TO		CODE	16. ADMINISTERED BY			CODE		
<b>SEE SCHEDULE</b>								
17a. CONTRACTOR/OFFEROR		CODE	18a. PAYMENT WILL BE MADE BY			CODE		
TEL.		FACILITY CODE						
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	<b>SEE SCHEDULE</b>							
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)					
			TEL: EMAIL:					

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

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

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

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

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

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

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	IDIQ WORK - Repair Transportation Eqpt FFP Price to perform Indefinite Delivery Indefinite Quantity (IDIQ) Work, for the 12-month Base Period, in accordance with all the terms of this contract. FOB: Destination	UNDEFINED	Each		
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002 OPTION	IDIQ WORK - Repair Transportation Eqpt FFP Price to perform Indefinite Delivery Indefinite Quantity (IDIQ) Work, for the 12-month Option Period 1, in accordance with all the terms of this contract. FOB: Destination	UNDEFINED	Each		
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003 OPTION	IDIQ WORK - Repair Transportation Eqpt FFP Price to perform Indefinite Delivery Indefinite Quantity (IDIQ) Work, for the 12-month Option Period 2, in accordance with all the terms of this contract. FOB: Destination	UNDEFINED	Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004 OPTION	IDIQ WORK - Repair Transportation Eqpt FFP Price to perform Indefinite Delivery Indefinite Quantity (IDIQ) Work, for the 12-month Option Period 3, in accordance with all the terms of this contract. FOB: Destination	UNDEFINED	Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005 OPTION	IDIQ WORK - Repair Transportation Eqpt FFP Price to perform Indefinite Delivery Indefinite Quantity (IDIQ) Work, for the 12-month Option Period 4, in accordance with all the terms of this contract. FOB: Destination	UNDEFINED	Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
9000	Exhibit Line Items (ELINS) Base Period FFP See Attachment 0200000-07, Exhibit A FOB: Destination	UNDEFINED	Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
9001 OPTION	Exhibit Line Items (ELINS) Option Pd 1 FFP See Attachment 0200000-08, Exhibit B FOB: Destination	UNDEFINED	Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
9002 OPTION	Exhibit Line Items (ELINS) Option Pd 2 FFP See Attachment 0200000-09, Exhibit C FOB: Destination	UNDEFINED	Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
9003 OPTION	Exhibit Line Items (ELINS) Option Pd 3 FFP See Attachment 0200000-10, Exhibit D FOB: Destination	UNDEFINED	Each		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
9004 OPTION	Exhibit Line Items (ELINS) Option Pd 4 FFP See Attachment 0200000-11, Exhibit E FOB: Destination	UNDEFINED	Each		

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MAX  
NET AMT

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) Schedule of Non-Recurring Work. The Non-Recurring Work portions of this Indefinite Delivery Indefinite Quantity type contract are supported by the following schedules. Complete and submit these attachments with the offer.
    - (a) Attachment 0200000-07, Exhibit A (Base Period).
    - (b) Attachment 0200000-08, Exhibit B (Option Period One).
    - (c) Attachment 0200000-09, Exhibit C (Option Period Two).
    - (d) Attachment 0200000-10, Exhibit D (Option Period Three).
    - (e) Attachment 0200000-11, Exhibit E (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 Non-Recurring Work Exhibits A through E will be used as the basis for payment and for deductions.

NON-RECURRING WORK 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 EMail order or by signing the Shop Repair Order.

<b>0100000 – General Information</b>	
<b>Spec Item</b>	<b>Title</b>
1.1	Outline of Services
1.2	Project Location
1.3	Acquisition of Additional Work
1.4	Background Information
1.5	Verification of Workload and Conditions
1.6	Climate Patterns
1.7	Related Information
1.8	Navy Approach to Service Contracting
1.8.1	Partnering Philosophy
1.8.2	Contractor's Knowledge
1.8.3	Industry Best Practices
1.9	Standard Template
1.10	Navy PBSA Approach

**0100000 – General Information**

<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
1.1	Outline of Services	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 repair of transportation, construction and flight line servicing equipment for NAVFAC HAWAII, PEARL HARBOR, OAHU, HAWAII by means of an Indefinite Delivery Indefinite Quantity type, performance-based contract that is comprised of Nonrecurring work items. 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). Annex 1 General Information Annex 2 Management and Administration Annex 17 Base Support Vehicles and Equipment (BSVE)
1.2	Project Location	The work shall be performed at the Contractor's facility. The following is an example of the dispersion of work: (1) Body and Fender Repairs (2) Fuel, Exhaust, Steering and Brake Systems Repair (3) Painting/Marking (4) Engine Repair (5) Glass Replacement (6) Hydraulic and Pneumatic System Repair (7) Upholstery Repair/Replacement
1.3	Acquisition of Additional Work	The Government reserves the right to acquire additional transportation equipment repairs on Oahu, Hawaii. Items of work not covered by this contract but within the general intent are considered in the scope of this contract.
1.4	Background Information	Transportation equipment repair services have been typically performed by means of an Indefinite Delivery Indefinite Quantity type, performance-based contract that is comprised of Non-Recurring Work Items.
1.5	Verification of Workload and Conditions	Throughout the PWS, the workload data is generally referred to as being located in Attachments. Attachments will provide data such as inventories, maps, tables, performance objectives and standards to represent the type and quantity of services to be provided. However, offerors are encouraged to visit the Transportation Facilities at Pearl Harbor Bldg 35 and 197 and at Hickam Bldg 1073H, 2002 and 2010 during posted hours as part of its due diligence to assess the nature of work and conditions under which work is to be performed.
1.6	Climate Patterns	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. Daily weather forecasts are available at the National Oceanic Atmospheric Administration (NOAA), National Weather Service Forecast Office at <a href="http://www.prh.noaa.gov/hnl/">http://www.prh.noaa.gov/hnl/</a> .
1.7	Related Information	There are four types of Related Information that can be found in the Description and Related Information columns of the specification as follows:  Informational Notes as used throughout this PWS provides additional information to offerors to be used in developing a thorough understanding of the work to be performed in this contract. Any block of text marked "Informational Notes" throughout Annexes 1 through 18 is subject to this disclaimer. Offerors may not rely upon the "Informational Notes" as material representations of the Government.

**0100000 – General Information**

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

**0100000 – General Information**

<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		Specification item 2 will always contain the management and administrative requirements. Specification item 3 will always contain the Recurring Work requirements. Specification item 4 will always contain the Non-recurring Work requirements. Requirements and standards for higher level specification items apply to all subordinate specification items, e.g., Specification Item 3 standards apply to all Recurring Work specification items. Specification Item 3.1 is applicable to all 3.1 subordinate specification items. Specification Items 3.2 and 3.3 are not considered subordinate to 3.1. All costs associated with Annexes 1 and 2 and Specification items 1 and 2 must be priced and distributed within Specification Item 3 of Annexes 3 through 18.
1.10	Navy PBSA Approach	The Navy's approach to performance-based service acquisition (PBSA) includes four component parts which are 1) performance outcomes, 2) measurable standards, 3) consideration of incentives, and 4) performance assessment plan.

**0200000 – Management and Administration****Table of Contents**

<b>Spec Item</b>	<b>Title</b>
2	Management and Administration
2.1	Definitions and Acronyms
2.2	General Information
2.2.1	Government Regular Working Hours
2.2.1.1	Observed Federal Holidays
2.2.2	Wage Determinations
2.2.3	Requirements Hierarchy
2.3	General Administrative Requirements
2.3.1	Required Conferences and Meetings
2.3.2	Partnering
2.3.2.1	Informal Partnering – Contract Partnering Level C.
2.3.2.2	Contract Partnering Administration
2.3.2.3	Contract Partnering Session Attendees
2.3.3	Permits and Licenses
2.3.4	Insurance
2.3.4.1	Certificate of Insurance
2.3.4.2	Minimum Insurance Amounts
2.3.5	Protection of Government Property
2.3.6	Government Information Technology (IT) System
2.3.7	Directives, Instructions, and References
2.3.8	Invoicing Procedures
2.3.9	Forms
2.4	Government-Furnished Property, Materials and Services
2.4.1	Government-Furnished Facilities (GFF)
2.4.2	Government-Furnished Utilities
2.5	Contractor-Furnished Items
2.6	Management
2.6.1	Work Reception
2.6.2	Work Control
2.6.3	Work Schedule
2.6.4	Deliverables
2.6.5	Service Interruptions
2.6.6	Quality Management System (QMS)
2.6.6.1	Quality Management (QM) Plan
2.6.6.2	Quality Inspection and Surveillance
2.6.6.3	Quality Inspection and Surveillance Report
2.6.7	Property Management Plan
2.6.8	System and Equipment Replacement
2.7	Personnel Requirements
2.7.1	Key Personnel
2.7.1.1	Project Manager (PM)
2.7.1.2	Quality Manager
2.7.1.3	Site Safety and Health Officer (SSHO)
2.7.2	Employee Requirements
2.7.2.1	Employee Certification and Training
2.7.2.2	Employee Appearance
2.7.2.3	Employee Conduct

**0200000 – Management and Administration****Table of Contents**

<b>Spec Item</b>	<b>Title</b>
2.7.2.4	Identification as Contractor Employee
2.7.2.5	Removal of Employees
2.7.2.6	Proof of Legal Residency
2.7.3	Enterprise-wide Contractor Manpower Reporting Application (eCMRA)
2.8	Security Requirements
2.8.1	Employee Listing
2.8.2	Vehicles
2.8.3	Passes and Badges
2.8.4	Access to Installation
2.8.4.1	NCACS Program
2.8.4.2	One-Day Passes
2.8.5	Access to Buildings
2.8.6	Access Arrangements
2.8.6.1	Escort Arrangement for Secured Areas
2.8.7	Employee Status
2.9	Contractor Safety Program
2.9.1	Accident Prevention Plan (APP)
2.9.3	Safety and Occupational Health (SOH) Risks and Compliance Plans
2.9.3.1	Alcohol and Drug Abuse Prevention Plan
2.9.3.2	Chemical Hazard Communication Program
2.9.3.3	Confined Space Program
2.9.4	Accident and Damage Reporting
2.9.4.1	Accident Reporting and Notification Criteria
2.9.5	Fire Protection
2.9.6	Monthly On-Site Labor Report
2.9.7	OSHA Citations and Violations
2.9.8	Safety Inspections and Monitoring
2.9.9	Safety Certification
2.9.10	Emergency Medical Treatment
2.10	Environmental Management and Sustainability
2.10.1	Environmental Protection
2.10.1.1	ODS Requirements for Refrigerant Recycling
2.10.1.2	Non-Hazardous Waste Disposal
2.10.1.3	Hazardous Waste Disposal
2.10.1.4	Spill Prevention, Containment, and Clean-up
2.10.1.4.1	Reporting – All Spills On Government Property
2.10.1.4.2	Reporting – EPA/State – Reportable Spills – Initial Voice Contact
2.10.1.4.3	Reporting – EPA/State – Reportable Spills – Written Follow-up Report
2.10.1.4.4	Reporting – All Spills Off Government Property
2.10.1.5	Hazardous Material Management
2.10.1.6	Protection of Endangered and Threatened Species (Flora and Fauna)
2.10.1.7	Noise Control
2.10.1.8	Salvage
2.10.2	Sustainable Procurement and Practices
2.10.2.1	Use of Recovered Materials
2.10.2.2	Use of Biobased Products
2.11	Disaster Preparedness
2.12	Warranty Management

**0200000 – Management and Administration**

**Table of Contents**

<b>Spec Item</b>	<b>Title</b>
2.13	Recurring Work Procedures
2.14	Non-recurring Work Procedures
2.14.1	Unit Priced Task (UPT) Work (Non-Negotiated)
2.14.1.1	Acceptance and Performance
2.14.1.2	Invoicing and Receiving Payment
2.14.2	Unit Priced Labor (UPL) Work (Negotiated)
2.14.2.1	Non-recurring Preparation of Proposals
2.14.2.1.1	Labor Requirements
2.14.2.1.2	Material and Equipment Requirements
2.14.2.2	Issuance of Final Task Order
2.14.3	Non-recurring ELINS

<b>0200000 - Management and Administration</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
2	Management and Administration	
2.1	Definitions and Acronyms	Definitions and Acronyms are listed in Attachment 0200000-01.
2.2	General Information	
2.2.1	Government Regular Working Hours	The Government's regular working hours are from 0700-1600, five days per week, Monday through Friday, except observed Federal holidays. Exceptions to the regular hours of operation are detailed in subsequent sections of this PWS. Work in certain annexes or sub-annexes require Contractor continuous operations, 24 hours a day, every day of the year including holidays. The performance of other work requirements shall be accomplished within the Government's regular working hours unless the specific work requirement specified herein necessitates otherwise. Any other work outside Government regular working hours requires prior KO approval.
2.2.1.1	Observed Federal Holidays	The Government observes the following holidays: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.
2.2.2	Wage Determinations	Wage Determinations are included in Attachment 0200000-02.
2.2.3	Requirements Hierarchy	Requirements or definitions specified in each spec item of this contract apply to subordinate paragraphs. For example, requirements shown in spec item 3.1 would apply to spec items 3.1.1, 3.1.2, 3.1.2.1 and so on.  Likewise, Performance Standards specified at a lower digit level (i.e. spec item 3.1.1, 3.1.2, 3.1.2.1) apply when performance is assessed at a higher tier (i.e., spec item 3.1) based on the composite work requirements.
2.3	General Administrative Requirements	
2.3.1	Required Conferences and Meetings	The Contractor may be required to attend administrative and coordination meetings. The Contractor shall attend meetings as scheduled by the KO.
2.3.2	Partnering	To increase the likelihood of successful performance of this contract, the Government requires cohesive partnerships with its Contractors and subcontractors. Key stakeholders, including the supported commands who will receive services, principal individuals from NAVFAC, the performance assessment team, and representative(s) of the installation(s) will be invited to participate in the partnering process. Key members of the prime and subcontractors teams, including senior management personnel must participate. The partnership will draw on the strength of each organization in an effort to achieve quality contract services done right the first time, within the contract price, as scheduled, and without any safety mishaps.  Partnering should accomplish three goals: - The first goal is to develop a cohesive team with common purpose, commitment and established communication processes. - The second goal of partnering is contract specific, identifying risks and opportunities for the team to address. - The third goal is to sustain the Partnership throughout the contract by identifying and addressing issues that affect the Partnership.

<b>0200000 - Management and Administration</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
2.3.2.1	Informal Partnering – Contract Partnering Level C	<p>The Contracting Officer shall organize the initial Partnering Meeting with key personnel of the project team, including Contractor's personnel and Government personnel. The initial session will be scheduled concurrent with the Pre-Performance Conference and held no later than 30 days after award and will be held at a Government provided facility as designated by the KO.</p> <p>The Initial Informal Partnering Session will be conducted and facilitated using electronic media (e.g., a video and accompanying forms) provided by Contracting Officer. The senior Government stakeholder present will lead the meeting, however, the Contractor's PM or senior representative is encouraged to participate as co-lead (see NAVFACINST 11013.40A).</p> <p>The Partners will determine the frequency of the follow-on sessions.</p>
2.3.2.2	Contract Partnering Administration	<p>Upon award, the ACO will contact the Contractor, supported command(s), Region, and Installation(s) stakeholders, and the performance assessment team to discuss implementation of partnering. A partnership agreement, The Charter, should be in place as early as possible so issues arising, even before work begins, can be resolved using the issues resolution process. Replacement of Core Management Team members (stakeholders who attended the initial session and manage the contract work day-to-day) is discouraged since it will disrupt the synergy that has been developed. If replacement of a team member proves to be unavoidable, a follow-on partnering session must be held to officially turn the responsibilities of the position over to the new member.</p> <p>The Core Management Team consisting of the attendees below must be present during the initial and all follow-on partnering sessions. These are the core mandatory attendees:</p> <ul style="list-style-type: none"> <li>PWO</li> <li>ACO</li> <li>FSCM</li> <li>Contract Specialist</li> <li>Senior PAR</li> </ul> <p>Other stakeholders may attend if they desire or as recommended by the partners.</p>
2.3.2.3	Contract Partnering Session Attendees	<p>The Contractor shall bring the necessary personnel to successfully partner on this contract. Asterisk indicates mandatory personnel.</p> <p>President/Vice President</p> <ul style="list-style-type: none"> <li>* Project Manager</li> <li>* Quality Manager</li> </ul> <p>Site Safety and Health Officer</p>
2.3.3	Permits and Licenses	<p>The Contractor shall obtain all required permits, licenses, and authorizations to perform work under this contract and comply with all the applicable Federal, state and local laws and regulations. The Contractor shall submit copies of Permits and Licenses per Attachments.</p>
2.3.4	Insurance	<p>The Contractor shall submit a Certificate of Insurance per Attachments as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below in accordance with the FAR Clause 52.228-5, INSURANCE – WORK ON A GOVERNMENT INSTALLATION. This insurance must be maintained during the</p>

<b>0200000 - Management and Administration</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		performance period.
2.3.4.1	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.
2.3.4.2	Minimum Insurance Amounts	The Contractor shall procure and maintain, during the entire period of performance under this contract, the following minimum insurance coverage:  Comprehensive General Liability: \$500,000 per occurrence  Automobile Liability: \$200,000 per person, \$500,000 per occurrence, \$20,000 per occurrence for property damage  Workmen's Compensation: As required by Federal and state worker's compensation and occupational disease statutes  Employer's Liability coverage: \$100,000, except in states where worker's compensation may not be written by private carriers  Other as required by state law.
2.3.5	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.
2.3.6	Government Information Technology (IT) System	Information delivered to the Government via the internet shall be compatible with, and meet the requirements of NMCI to ensure government reception of such information.  Additional information about NMCI may be obtained at <a href="http://www.eds.com/nmci">http://www.eds.com/nmci</a> .
2.3.7	Directives, Instructions, and References	Department of Defense (DoD), Secretary of the Navy (SECNAV), Chief of Naval Operations (OPNAV), and other applicable Directives, Instructions, and References are listed in Attachment 0200000-03. The Contractor shall comply with the most current version of directives, instructions, and references including versions published during the term of the contract.
2.3.8	Invoicing Procedures	Refer to "INSTRUCTIONS" for invoicing instructions. See Attachment 0200000-04 for Sample Invoice Form
2.3.9	Forms	Forms referenced in this Annex, e.g. accident reporting, and damage reporting are included among the Forms in Attachment 0200000-12.
2.4	Government-Furnished Property, Materials and Services	Not Applicable.
2.4.1	Government-Furnished Facilities (GFF)	Not Applicable
2.4.2	Government-Furnished Utilities	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

<b>0200000 - Management and Administration</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		contract requirements. Inadequate or unsafe items shall be removed and replaced by the Contractor at no cost to the Government. Materials containing asbestos, lead, and polychlorinated biphenyls (PCBs) shall not be brought onsite. Energy efficient tools and equipment shall be used when available. The KO may at any time require Samples, Safety Data Sheets (SDS) or Manufacturer's Data Cut Sheets of Materials used in this contract.
2.6	Management	The Contractor shall manage the total work effort associated with the services required herein to meet the performance objectives and standards. Such management includes but is not limited to planning, scheduling, cost accounting, report preparation, establishing and maintaining records, and quality assurance. The Contractor shall provide a staff with the necessary management expertise to ensure performance objectives and standards are met.
2.6.1	Work Reception	The Contractor shall provide the capability to receive, prioritize, correspond, and respond to trouble/service calls and task orders during Government regular working hours and provide a point of contact at a local or toll free number who can perform the above function during other than Government regular working hours.
2.6.2	Work Control	The Contractor shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking and reporting of work in progress. The Contractor shall plan and schedule work to assure material, labor, and equipment are available to complete work requirements within the specified time limits and in conformance with the quality standards established herein. Verbal scheduling and work status updates shall be provided when requested by the KO. A status update of any item of work must be provided within two hours of the inquiry during regular working hours, and by 0800 the following work day for inquiries after regular working hours.
2.6.3	Work Schedule	The Contractor's work shall not interfere with normal Government business. In those cases where some interference is unavoidable, the Contractor shall minimize the impact and effects of the interference. The Contractor shall provide advance access of all of its work schedules to the Government. The Contractor shall notify the KO of any difficulty in scheduling work due to Government controls as soon as practicable.
2.6.4	Deliverables	Records and reports are specified in Annexes 2 and 17 and listed as deliverables in Attachments. The Contractor shall submit accurate and complete documents within the required timeframes as specified in Attachments. Government acceptance of deliverables will not relieve the Contractor of the responsibility for any error or omission which may exist in the deliverable, as the Contractor is responsible for all requirements of this contract.
2.6.5	Service Interruptions	If any services must be discontinued (even temporarily) due to scheduled contract work, the Contractor shall notify the KO and customers in accordance with local procedures. If the discontinued service is due to an emergency breakdown the Contractor shall notify the KO and customers as soon as practicable.
2.6.6	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

<b>0200000 - Management and Administration</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		<p>correcting problems throughout the entire scope of operations. The Contractor's QMS program shall address:</p> <ul style="list-style-type: none"> <li>• Accurate documentation of work processes, procedures, and output measures.</li> <li>• A systematic procedure for assessing compliance with performance objectives and standards.</li> <li>• Accurate documentation of quality inspections and surveillance conducted throughout the execution of work.</li> <li>• Assessment-driven corrective actions and process adjustments as appropriate in a timely manner.</li> </ul>
2.6.6.1	Quality Management (QM) Plan	<p>The Contractor shall develop and submit a QM Plan per Attachments. The QM Plan shall describe the QMS methodology and approaches used under this contract. If any changes are made during the period of performance, submit to the KO a revised QM Plan for acceptance.</p> <p>The Contractor's QM Plan shall include, at a minimum, the following:</p> <ul style="list-style-type: none"> <li>• Policy and objectives of Quality Management System (QMS)</li> <li>• Quality organization <ul style="list-style-type: none"> <li>○ List of personnel</li> <li>○ Responsibilities &amp; lines of authority</li> <li>○ Training and qualifications</li> </ul> </li> <li>• Approach to assuring quality of services provided and conformance with performance objectives and standards</li> <li>• Methods and procedures for effective planning, operation and control of processes and performance of work</li> <li>• Procedures for inspection and surveillance of services <ul style="list-style-type: none"> <li>○ Scheduling and performance of inspection and surveillance</li> <li>○ Measurement, data collection and analysis</li> <li>○ Corrective action, preventive action, and continuous improvement</li> <li>○ Oversight of subcontracted work</li> </ul> </li> <li>• Documentation and records management</li> <li>• Communication with government (customers)</li> </ul>
2.6.6.2	Quality Inspection and Surveillance	<p>The Contractor shall establish and maintain an inspection and surveillance system in accordance with the FAR Clause 52.246-4, INSPECTION OF SERVICES – FIXED PRICE, to ensure that the work performed conforms to the contract requirements. The Contractor shall document and maintain a file of all scheduled and performed inspections and surveillances, inspection and surveillance results, and dates and details of corrective and preventive actions. The quality inspection and surveillance file shall be the property of the Government and made available during the Government's regular working hours. The file shall be turned over to the KO within five calendar days of termination of the contract.</p>
2.6.6.3	Quality Inspection and Surveillance Report	<p>The Contractor shall submit a copy of the Contractor Quality Inspection and Surveillance Report per Attachments. The Contractor Quality Inspection and Surveillance Report shall include a summary and results of the quality inspection and surveillance events performed and assessment-driven corrective actions and process adjustments during the previous month. The Government may adjust the frequency of the submittal based on the Contractor's quality of performance.</p>
2.6.7	Property Management	Not Applicable

<b>0200000 - Management and Administration</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
	Plan	
2.6.8	System and Equipment Replacement	The Contractor shall maintain the integrity and performance of existing energy saving, water conservation or other sustainability design features of systems and equipment in the performance of repair and replacement work. Except where otherwise specified, replacement components shall be of the same model/style or equivalent as the component being replaced. Substitutes for replacement components must be accepted by the KO prior to use. The KO will furnish available information for the existing systems and equipment.
2.7	Personnel Requirements	The Contractor shall comply with the personnel requirements stated below.
2.7.1	Key Personnel	<p>The contractor shall provide Competent Person(s).</p> <p>The Contractor shall submit a List of Key Personnel and Qualifications per Attachments. The Contractor shall provide any additional information requested by the KO necessary to certify their qualifications.</p> <p>The Contractor shall submit an Organizational Chart per Attachments showing lines of authority of the key personnel and on-site supervisor(s) for this contract. The chart shall include names of personnel and their position title in this contract. As a minimum, include the PM, Quality Manager, SSHO, and on-site supervisor(s) and who they will report directly to for this contract. The key personnel shall be revised as applicable for the contract.</p>
2.7.1.1	Project Manager (PM)	<p>The Contractor shall provide a PM and designated alternate, as applicable, who has the full authority to act for the Contractor on all contract matters relating to this contract.</p> <p>The PM shall have at least three years of experience in managing a workforce providing services on contracts of similar size, scope and complexity.</p>
2.7.1.2	Quality Manager	<p>The Contractor shall provide a Quality Manager or designated alternate. The Quality Manager must report directly to a senior corporate official and shall not report directly to the Project Manager.</p> <p>The Quality Manager shall have fulfilled the following pre-requisite training and experiences before being hired as the Quality Manager under this contract:</p> <p>The Quality Manager shall have at least two years of experience in preparing and enforcing QMS programs on contracts of similar size, scope and complexity. The Quality Manager may be the same person as the SSHO.</p>
2.7.1.3	Site Safety and Health Officer (SSHO)	The SSHO must meet the requirements of EM 385-1-1 Section 1 and ensure that the requirements of 29 CFR 1926.16 are met for the project. Provide a Safety oversight team that includes a minimum of one Competent Person at the contractor's project site to function as the Site Safety and Health Officer (SSHO). The SSHO's training, experience, and qualifications shall be as required by EM 385-1-1 paragraph 01.A.17, entitled SITE SAFETY AND HEALTH OFFICER (SSHO), and all

<b>0200000 - Management and Administration</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		<p>associated sub-paragraphs.</p> <p>A Competent Person shall be provided for all of the hazards identified in the Contractor's Safety and Health Program in accordance with the accepted Accident Prevention Plan. Provide the credentials of the Competent Persons(s) to the Contracting Officer for acceptance in consultation with the Safety Office.</p> <p>The Contractor shall provide a SSHO whose primary duty and responsibility is to prepare and enforce the Contractor's safety program on this contract. The SSHO shall have fulfilled the following pre-requisite training and experiences before being hired as the SSHO under this contract:</p> <p>The SSHO shall have completed three years of satisfactory experience in preparing and enforcing safety programs on contracts of similar size and complexity in the past or possess a Certified Safety Professional (CSP) or safety and health degree. The SSHO shall have completed the OSHA 30-hour construction safety class or equivalent and maintain competency through 24 hours of formal safety and health related coursework every four years. The SSHO may be the same person as the project manager but shall have fulfilled the pre-requisite qualification and experience.</p>
2.7.2	Employee Requirements	The Contractor shall provide experienced, qualified, and capable personnel to perform the work in this contract. Personnel shall be fully knowledgeable of all safety, environmental, and energy requirements associated with the work they perform. Personnel shall speak, read, and comprehend English to the extent that they can perform the contract requirements and comply with installation emergency procedures.
2.7.2.1	Employee Certification and Training	The Contractor shall maintain personnel certification, training, and licensing records for employee requirements specified herein and within all technical annexes/sub-annexes. Certification, training, and licensing records shall be kept current and on file for the duration of the contract including all option periods. Records shall be made available for Government review within 4 hours of request.
2.7.2.2	Employee Appearance	The Contractor shall ensure that all employees present a professional appearance that is appropriate for their position. The KO reserves the right to determine the acceptability of any clothing worn. All Contractor/subcontractor employees working under this contract shall be identified by a distinctive nameplate, emblem, or patch attached in a prominent place on an outer garment. Employee identification shall not be substituted for station required passes or badges.
2.7.2.3	Employee Conduct	Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.
2.7.2.4	Identification as Contractor Employee	Contractor employees shall identify themselves as Contractor personnel by introducing themselves or being introduced as Contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel. All Contractor employees shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.
2.7.2.5	Removal of Employees	The Contractor shall remove from the site any individual whose continued employment is deemed by the KO to be contrary to the public interest or inconsistent with the best interests of National Security.
2.7.2.6	Proof of Legal	No employee or representative of the Contractor will be admitted to the

<b>0200000 - Management and Administration</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
	Residency	site of work unless satisfactory Proof of Legal Residency is furnished per Attachments.
2.7.3	Enterprise-wide Contractor Manpower Reporting Application (eCMRA)	<p>The Contractor shall report all contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <a href="https://doncmra.nmci.navy.mil">https://doncmra.nmci.navy.mil</a>.</p> <p>Per Attachments, reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk , linked at <a href="https://doncmra.nmci.navy.mil">https://doncmra.nmci.navy.mil</a>.</p>
2.8	Security Requirements	The Contractor shall comply with all Federal, state, and local security statutes, regulations, and requirements. The Contractor shall become acquainted with and comply with all Government regulations as posted, or as requested by the KO when required to enter a Government site. The Contractor shall ensure that all security/entrance clearances are obtained.
2.8.1	Employee Listing	The Contractor shall maintain a current Employee List and submit per Attachments. The list shall include employee's name, supervisor, company, and level of security clearance.
2.8.2	Vehicles	The company name shall be displayed on each of the Contractor's vehicles in a manner and size that is clearly visible. All vehicles shall display a valid state license plate that complies with State Vehicle Code. Vehicles shall meet all other requirement of the State Vehicle Code, such as safety standards, and shall carry proof of insurance and state registration, if applicable.
2.8.3	Passes and Badges	All Contractor employees required to enter on-base facilities shall obtain the required employee and vehicle passes. The Contractor employees must be able to obtain Common Access Cards (CAC) in accordance with security requirements. Each employee shall wear the Government issued badge over the front of the outer clothing. When an employee leaves the Contractor's service, the employee's Passes and Badges shall be returned within 10 calendar days.
2.8.4	Access to Installation	<p>All Contractor personnel shall obtain access to the installation by participating in the Navy Commercial Access Control System (NCACS), or by obtaining passes each day from the Base Pass and Identification Office. Costs for obtaining passes through the NCACS are the responsibility of the Contractor. One-day passes, issued through the Base Pass and Identification Office, will be furnished without charge.</p> <p>The Contractor shall furnish a completed EMPLOYMENT ELIGIBILITY VERIFICATION (DHS FORM I-9) form for all personnel requesting badges. This form is available at <a href="http://www.uscis.gov/portal/site/uscis">http://www.uscis.gov/portal/site/uscis</a> by searching or selecting Employment Verification (Form I-9). Immediately report instances of lost or stolen badges to the Contracting Officer.</p>

<b>0200000 - Management and Administration</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
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 or approved as a direct cost of any contract with the Department of the Navy.</p>
2.8.4.2	One-Day Passes	Participation in the NCACS is not mandatory, and if the Contractor chooses to not participate, the Contractor's personnel will have to obtain daily passes, be subject to daily mandatory vehicle inspection, and will have limited access to the installation. The Government will not be responsible for any cost or lost time associated with obtaining daily passes or added vehicle inspections incurred by non-participants in the NCACS.
2.8.5	Access to Buildings	The Contractor shall monitor and control access into restricted areas under their responsibility, allowing only those individuals who have been properly cleared into restricted areas or other controlled access areas. The Contractor shall comply with security requirements, plus those imposed by the installation Commander at all times. Personnel with access to special areas will have the appropriate screening and/or security clearance, and personnel requiring routine access to restricted areas will wear special badges authorizing access for those areas. Contractor personnel shall not enter restricted or controlled areas or installation facilities unless specifically authorized in performance of their duties. The Contractor shall secure all buildings and facilities entered during non-duty hours and will secure all building and facilities under the Contractor's cognizance at the end of each work day or shift period.
2.8.6	Access Arrangements	., The Contractor shall make all arrangements through the appropriate office necessary to obtain access to buildings, facilities and other work areas, and when necessary, arrange for them to be opened and closed by the controlling authority. The Government may issue keys to the Contractor. The Contractor shall use due diligence and be responsible for compromised security systems to include replacement costs that result from its action or inaction.
2.8.6.1	Escort Arrangement for	The Contractor shall make arrangements for Government escort into

<b>0200000 - Management and Administration</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
	Secured Areas	<p>secured areas requiring escort. The KO will provide information on applicable buildings, spaces and the appropriate point of contact.</p> <p>The Contractor may experience delays while waiting for escorts. The Government estimates the wait period can be up to 15 minutes. The Contractor shall notify the Government Performance Assessment Representative (PAR) and appropriate point of contract if an escort is not available after 15 minutes and access to accomplish the work is denied. Unscheduled requirements, e.g., trouble calls, may require a longer wait for an escort..</p>
2.8.7	Employee Status	The Contractor shall notify the KO of any changes to any employee's status to include, but not limited to, termination, convictions/arrests, adverse actions taken on the job for any reason or any other documented misbehavior that may affect, or have the potential to affect, security standing in terms of access to federal facilities or IT systems.
2.9	Contractor Safety Program	<p>The Contractor shall develop and implement a Safety Program detailing how the Contractor plans, staffs, performs, and controls all safety practices while delivering best value services to the Government without any accidents or mishaps. The Contractor's safety program shall comply with all safety standards identified in the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1 and Public Law 91-596, Occupational Safety and Health Act.</p> <p>Any reference to "USACE" facilities, property, or equipment specified in EM 385-1-1 should be interpreted as Government facilities, property, and equipment.</p>
2.9.1	Accident Prevention Plan (APP)	<p>The Contractor shall develop and implement a site Accident Prevention Plan (APP). The APP shall be prepared by the Contractor's SSSHO 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.</p> <p>The Contractor shall submit an APP for acceptance per Attachments. The Contractor shall review, update, and submit revisions to the APP whenever a change in work conditions, hazards, or activities occur.</p> <p>The Contractor shall not commence work until the APP has been accepted.</p> <p>Once accepted by the Contracting Officer, the APP and attachments will be enforced as part of the contract. Disregarding the provisions of this contract or the accepted APP will be cause for stopping of work, at the discretion of the Contracting Officer, until the matter has been rectified.</p>
2.9.2	Activity Hazard Analysis (AHA)	Not Applicable.
2.9.3	Safety and Occupational Health (SOH) Risks and Compliance Plans	Based on a risk assessment of non-recurring work requirements and on mandatory OSHA compliance programs, the Contractor shall develop, provide and implement all applicable compliance plans as necessary for the situation or types of work to be performed under this contract. Compliance plans, programs, and procedures along with their respective

<b>0200000 - Management and Administration</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		<p>references are detailed in Appendix A, paragraph 3.i of EM 385-1-1.</p> <p>These plans shall be submitted with the APP and shall be updated as situations change. Additional compliance plans, programs, and procedures shall be developed as applicable when new types of work are required under this contract.</p>
2.9.3.1	Alcohol and Drug Abuse Prevention Plan	The Contractor shall develop an alcohol and drug abuse prevention plan to explain how it will satisfy the drug-free work force requirement as stated in DFARS Clause 252.223-7004 and include elements addressed in paragraph 01.C.02 of EM 385-1-1.
2.9.3.2	Chemical Hazard Communication Program	The Contractor shall develop a project-specific chemical hazard communication program to include elements addressed in paragraph 06.B.01 of EM 385-1-1 and applicable OSHA requirements in 29 Code of Federal Regulations (CFR) 1910.120 and 29 CFR 1926.59.
2.9.3.3	Confined Space Program	Not Applicable.
2.9.4	Accident and Damage Reporting	<p>The Contractor shall notify the Contracting Officer as soon as practical, but no more than four hours after any accident meeting the definition of Recordable Injuries or Illnesses or High Visibility Accidents, property damage equal to or greater than \$2,000. Notification shall also be provided for any mishap occurring in any of the following high hazard areas: electrical (to include Arc Flash, electrical shock, etc.); uncontrolled release of hazardous energy (includes electrical and non-electrical); weight or load handling equipment (LHE) or rigging; fall-from-height (any level other than same surface). These mishaps shall be investigated in depth to identify all causes and to recommend hazard control measures.</p> <p>Within notification include Contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (to include type of equipment used, PPE used, etc.). Preserve the conditions and evidence on the accident site until the Government investigation team arrives on-site and Government investigation is conducted.</p> <p>The Contractor shall conduct an accident investigation for recordable injuries and illnesses, for accidents requiring Medical Treatment, property damage accidents resulting in at least \$20,000 in damages, and near misses as defined in EM 385-1-1, to establish the root cause(s) of the accident. The Contractor shall complete the applicable NAVFAC Contractor Incident Reporting System (CIRS), and electronically submit via the NAVFAC Enterprise Safety Applications Management System (ESAMS) per Attachments. Required or special forms are provided within the Forms in Attachment 0200000-12.</p>
2.9.4.1	Accident Reporting and Notification Criteria	The following criteria and definitions apply to the accident reporting requirements:

<b>0200000 - Management and Administration</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		<p>Recordable Injuries or Illnesses. Any work-related injury or illness that results in:</p> <ol style="list-style-type: none"> <li>1) Death, regardless of the time between the injury and death, or the length of the illness;</li> <li>2) Days away from work (any time lost after day of injury/illness onset);</li> <li>3) Restricted work;</li> <li>4) Transfer to another job;</li> <li>5) Medical treatment beyond first aid;</li> <li>6) Loss of consciousness; or</li> <li>7) A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in (1) through (6) above.</li> </ol> <p>High Visibility Accident. Any mishap which may generate publicity or high visibility.</p> <p>Medical Treatment. Treatment administered by a physician or by registered professional personnel under the standing orders of a physician. Medical treatment does not include first aid treatment even through provided by a physician or registered personnel.</p> <p>WHE Accident. A WHE accident occurs when any one or more of the eight elements in the operating envelope fails to perform correctly during operation, including operation during maintenance or testing resulting in personnel injury or death; material or equipment damage; dropped load; derailment; two-blocking; overload; or collision, including unplanned contact between the load, crane, or other objects. A dropped load, derailment, two-blocking, overload and collision are considered accidents even though no material damage or injury occurs. A component failure (e.g., motor burnout, gear tooth failure, bearing failure) is not considered an accident solely due to material or equipment damage unless the component failure results in damage to other components (e.g., dropped boom, dropped load, roll over, etc.)</p>
2.9.5	Fire Protection	The Contractor shall know where fire alarms are located and how to activate them. The Contractor shall handle and store all combustible supplies, materials, waste and trash in a manner that prevents fire or hazards to persons, facilities, and materials.
2.9.6	Monthly On-Site Labor Report	The Contractor shall submit a Monthly On-Site Labor Report per Attachments. 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 per Attachments.
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</li> </ul>

<b>0200000 - Management and Administration</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		<p>AHA for that work activity.</p> <ul style="list-style-type: none"> <li>• All equipment and tools are in good condition and being used safely.</li> </ul> <p>The Government reserves the right to inspect and monitor Contractor operations for safety compliance. In general, the Government approach will be to conduct Performance Assessment on the quality and effectiveness of the Contractor's safety program. The Government reserves the right to stop any work activity when it deems danger is imminent. Contractor personnel shall work in a safe manner and comply with all applicable safety regulations. The Contractor shall be subject to safety inspections of its work sites by the Government. Contractor safety records shall be available to the KO upon request.</p> <p>Whenever the KO becomes aware of any safety noncompliance or any condition which poses a serious or imminent danger or hazard to the health or safety of the public or Government Personnel, the KO will notify the Contractor orally, with written confirmation, and request immediate corrective action. This notice, when delivered to the Contractor's representative or SSHO, shall be deemed sufficient notice of noncompliance and that corrective action is required. After receiving this notice, the Contractor shall immediately take corrective action. If the Contractor fails, delays, or refuses to promptly take corrective action, the KO may issue a stop work order for all or part of the services or work until satisfactory corrective action has been taken. Whenever such a stop work order has been issued, the Contractor shall waive all equitable adjustments to the contract related to the stop work ordered issued. The Contractor shall include this requirement in all of its subcontracts and vendor contracts in support of contract safety.</p>
2.9.9	Safety Certification	The Contractor shall submit copies of all the required Federal, state, county, city and industry Safety Certifications for work performed under this contract per Attachments. These certifications shall be kept up to date by the Contractor. The Contractor shall submit new versions of certifications as the old certifications expire. No work, that requires a certification, shall start without a valid and approved certification.
2.9.10	Emergency Medical Treatment	Contractors will arrange for their own emergency medical treatment. The Government has no responsibility to provide emergency medical treatment.
2.10	Environmental Management and Sustainability	<p>The Contractor shall perform work under this contract consistent with the following Environmental Management System (EMS) goals and policy.</p> <p>Goals:</p> <ul style="list-style-type: none"> <li>• Reduce purchase and use of toxic and hazardous materials;</li> <li>• Expand purchase of green products and services; increase recycling;</li> <li>• Reduce energy and water use;</li> <li>• Increase use of alternative fuels and renewable energy;</li> <li>• Integrate green building concepts in major renovations and new construction;</li> <li>• Prevent pollution at the source; and</li> <li>• Continual improvement.</li> </ul> <p>Policy:</p> <ul style="list-style-type: none"> <li>• Protect public health and the environment by being an</li> </ul>

<b>0200000 - Management and Administration</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		<p>environmentally responsible member of the community;</p> <ul style="list-style-type: none"> <li>• Preserve our natural, historic and cultural resources;</li> <li>• Conserve natural resources by reducing what we discard, reusing items, and recycling materials, which includes purchasing products made from recycled materials;</li> <li>• Integrate sound environmental practices into all our operations and business decisions; Integrate environmental protection requirements and pollution prevention initiatives into the early planning, design and procurement of facilities, equipment and material, as well as the planning and implementation of military training activities;</li> <li>• Prevent or minimize pollution at its source as we seek out ways to eliminate or further minimize use of hazardous materials and generation of hazardous waste;</li> <li>• Maintain a sound partnership with regulatory agencies to sustain our compliance with existing and new environmental laws and regulations;</li> <li>• Enhance our program as we develop and implement an Environmental Management System; and</li> <li>• Adhere to this policy, remind one another to do so, and ensure that our entire community knows this is our policy by our actions as well as our words.</li> </ul> <p>The Contractor shall maintain monitoring and measurement information to address the EMS goals and policy and provide the EMS Goals and Policy Measurement Information to the KO when requested. In the event an EMS nonconformance or environmental noncompliance associated with the contracted services, tasks, or actions occurs, the Contractor shall take corrective and/or preventative actions, assume legal and financial liability for the noncompliance and take corrective action immediately to remedy the noncompliance. The Contractor shall ensure that its employees are aware of their roles and responsibilities under the EMS and how these EMS roles and responsibilities affect work performed under the contract.</p>
2.10.1	Environmental Protection	<p>The Contractor shall comply with all applicable Federal, state, and local laws, regulations, and executive orders, and with base-wide instructions, standards, and permit requirements. All environmental protection matters shall be coordinated with the KO. Inspection of any of the facilities operated by the Contractor may be accomplished by the Installation Environmental Protection Coordinator, or authorized officials on a no-notice basis during Government regular working hours. The Contractor shall comply with the instructions of the cognizant Navy Medical Department with respect to avoidance of conditions which create a nuisance or which may be hazardous to the health of military or civilian personnel. The Contractor is responsible for ensuring that its employees receive applicable environmental and occupational health and safety training, and are kept up to date on regulatory required specific training for the type of work to be conducted onsite. All on-site Contractor personnel, and their subcontractor personnel, performing tasks that have the potential to cause a significant environmental impact shall be competent on the basis of appropriate education, training or experience.</p>
2.10.1.1	ODS Requirements for Refrigerant Recycling	<p>Technicians must be certified through an EPA approved program. Copies of the certifications shall be maintained at the employee's place of</p>

0200000 - Management and Administration		
Spec Item	Title	Description
		<p>business and/or carried as a wallet card by the technician.</p> <p>Records are maintained for all refrigerant removal operations performed prior to small appliance or motor vehicle air condition appliance disposal. The recovery date, technician's name and a statement that all refrigerant that had not previously leaked was removed in accordance with 40 CFR 82 shall be included in the disposal records.</p> <p>Records kept for all refrigerant recovery operations/services performed on equipment that normally contains 50 pounds or more refrigerant will include the service date, service description, amount of refrigerant purchased, and amount of refrigerant added.</p> <p>Refrigerant leaks on equipment, which normally contain 50 pounds or more refrigerant, are repaired within 30 days of leak discovery.</p> <p>Leak repairs for equipment normally containing 50 pounds or more refrigerant are documented, including the date of leak discovery and date repaired, technician's name, amount of refrigerant vented, and amount purchased and added. Satisfactory leak repair verification tests are documented within 30 days of repair.</p> <p>Records detailing accidental venting of ODS are maintained; these records shall include as a minimum the date, type, location, amount vented, and reason for venting.</p> <p>Records detailing the type and amount of refrigerant purchases shall be kept.</p> <p>Only excess Class I ODS is to be returned to DLA and not private contractors (R-11, 12, 113, 114, 500, 502). All reclaimed class I refrigerant shall be stored in approved containers, made for the intended purpose and transported by the Contractor to the Defense Logistic Agency (DLA) at the following address:</p> <p style="text-align: center;">Defense Depot Richmond Va. (DDVA) SW0400 Cylinder Operations 8000 Jefferson Davis Highway Richmond, Virginia 23297-5000</p> <p>Once the Contractor has delivered the refrigerant to DLA in Richmond, the Contractor shall provide a Class I ODS Report per Attachments.</p> <p>Contractor ODS records shall be available to the KO upon request.</p>
2.10.1.2	Non-Hazardous Waste Disposal	<p>The Contractor shall dispose all wastes in accordance with all applicable Federal, state, and local laws, regulations, and executive orders, and with base-wide instructions, standards, and permit requirements.</p> <p>All non-hazardous, non-regulated debris and rubbish resulting from the work under this contract shall be disposed of at appropriate off installation waste handling facilities.</p> <p>All regulated, non-hazardous waste shall be disposed of in accordance with all applicable Federal, state, and local laws, regulations, and with</p>

<b>0200000 - Management and Administration</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		base-wide instructions.
2.10.1.3	Hazardous Waste Disposal	The Contractor shall dispose of all hazardous waste in accordance with the Resource Conservation and Recovery Act and all other applicable Federal, state and local laws and regulations. No disposal of hazardous waste onboard the installation is allowed.
2.10.1.4	Spill Prevention, Containment, and Clean-up	<p>The Contractor shall prevent, contain, clean up, and report all spills on Government property, caused by the Contractor, in a manner that complies with applicable Federal, state, and local laws and regulations at no cost to the Government.</p> <p>Prevent the likelihood of spills by taking all precautions necessary when handling, storing, and transporting materials and waste. Spill, shall be defined as the uncontrolled or unplanned release of solids, liquids, or gases per OPNAVINST 5090.1. When handling, storing, or transporting hazardous material (HAZMAT –which also includes pesticides and hazardous waste) comply with all applicable Department of Transportation (DOT), Environmental Protection Agency (EPA), other Federal, State and local laws and regulations.</p> <p>The Contractor is solely responsible for all costs and liabilities incurred as a result of a spill which occurs as a result of the actions of the Contractor, its agents, employees, subcontractors, or suppliers. Costs and liabilities may include, but are not limited to, containment and cleanup costs, fines/penalties, and property and personal damages.</p>
2.10.1.4.1	Reporting – All Spills on Government Property	<p>Report all non-incidentals spills which require emergency response and clean-up under 29 CFR 1910.120 or spills which exceed the EPA/State's reportable quantity, that occur on Government property. Upon discovery of a spill immediately report by telephone (voice contact) to the Federal Fire Department at 471-7117 or 911 for base phones, the Contracting Officer, and the Navy On-Scene Coordinator (NOSC) Staff at (808) 473-4689 or (808) 864-2463 (cell) during duty hours, non-duty hours and weekends. Also report to the Regional Operations and Command Control Center (ROCC) at 474-4689 for spills at the Pearl Harbor Naval Shipyard &amp; Intermediate Maintenance Facility. Provide a written report upon Government request. Submit written reports within 24 hours of request. At a minimum, provide the following information:</p> <ul style="list-style-type: none"> <li>(a) Description of item spilled including identity, quantity, manifest number, etc.</li> <li>(b) Whether quantity spilled is EPA/State reportable.</li> <li>(c) Exact date, time, and location of spill including a description of the area involved (e.g. building number, street name).</li> <li>(d) Containment procedures initiated.</li> <li>(e) Description of cleanup procedures employed or to be employed at the site including the following: <ul style="list-style-type: none"> <li>(1) Pre-cleanup sampling data and methodology to establish spill boundaries.</li> <li>(2) A description of the solid surfaces cleaned.</li> <li>(3) The approximate depth of excavation and amount of soil or other material removed.</li> <li>(4) Description of disposal method for contaminated spill material and equipment (e.g. contaminated soil, booms, etc.).</li> </ul> </li> </ul>

<b>0200000 - Management and Administration</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		(5) Post-cleanup verification sampling data and a brief description of the sampling methodology and techniques used.
2.10.1.4.2	Reporting – EPA/State “Reportable” Spills – Initial Voice Contact	Report all EPA/State "Reportable" spills that occur on Government property. Upon discovery of a reportable spill, immediately complete the initial voice (telephonic) contact to Federal, State, and local emergency response organizations (cognizant agencies) in accordance with 40 CFR 302 and Hawaii Administrative Rules, HAR 11-451. Upon completion of the initial contact to cognizant agencies, notify the Contracting Officer and the NOSC Staff with the following information: (a) Spill information as required by this contract. (b) A list of all cognizant agencies contacted, with names and telephone numbers of personnel contacted, and Any other information provided to cognizant agencies, which may have differed or is in addition to information required above. Ensure all information provided to the Contracting Officer is consistent with the information provided to the cognizant agencies.
2.10.1.4.3	Reporting – EPA/State “Reportable” Spills – Written Follow-up Report	Submit a separate written follow-up report for all EPA/State reportable quantity spills occurring on Government property. Submit to Commander, Navy Region Hawaii Code N52A (NOSC Staff), via the Contracting Officer, no later than five working days after the initial voice contact report. Do not send any written report directly to cognizant agencies. The written follow-up report shall include the following as a minimum: (a) Spill information as required by this contract, initial voice contact report. (b) Clean up measures taken, and Completion date of cleanup.
2.10.1.4.4	Reporting – All Spills Off Government Property	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, pursuant to the FAR Clause 52.223-3, HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA.
2.10.1.5	Hazardous Material Management	. The Contractor shall receive approval from the KO prior to bringing hazardous material on Government Property or prior to any other use in conjunction with this contract. For approval to use any hazardous material, allow a minimum of 10 working days for processing the request. The Contractor shall label any hazardous material used to ensure it is properly identified and post Safety Data Sheets (SDS) at the worksite where the products are being used. Should the Government determine that a chemical the Contractor will use needs to be tracked, the Government may direct the Contractor to submit additional information in order to fulfill reporting requirements.  The Contractor shall ensure that procedures are in place to deal with hazardous materials, pursuant to the FAR Clause 52.223-3, HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA.

<b>0200000 - Management and Administration</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		Notwithstanding any other hazardous material used in this contract, radioactive materials or instruments capable of producing ionizing/non-ionizing radiation (with the exception of radioactive material and devices used in accordance with EM 385-1-1 such as nuclear density meters for compaction testing and laboratory equipment with radioactive sources) as well as materials which contain asbestos, mercury or polychlorinated biphenyls, di-isocyanates, lead-based paint are prohibited. The Contracting Officer, upon written request by the Contractor, may consider exceptions to the use of any of the above excluded materials. Low mercury lamps used within fluorescent lighting fixtures are allowed as an exception without further Contracting Officer approval. Notify the Radiation Safety Officer (RSO) prior to excepted items of radioactive material and devices being brought on base.
2.10.1.6	Protection of Endangered and Threatened Species (Flora and Fauna)	The Contractor shall not disturb endangered and threatened species and their habitat. The Contractor shall carefully protect in-place and report immediately to the KO endangered and threatened species discovered in the course of work. The Contractor shall stop work in the immediate area of the discovery until directed by the KO to resume work.
2.10.1.7	Noise Control	The Contractor shall comply with all applicable Federal, state and local laws, ordinances, and regulations relative to noise control.
2.10.1.8	Salvage	All material and equipment removed or disconnected that is sound and of value shall remain the property of the Government. The Contractor shall deliver this material and equipment as directed by a government representative at the Contractor's expense..
2.10.2	Sustainable Procurement and Practices	<p>The Contractor shall develop, submit, and implement a Sustainable Procurement and Practices Plan per Attachments. This plan shall identify how the Contractor will comply with all applicable Federal, state and local laws and regulation, including E.O. 13423, E.O. 13514, Installation Energy Management Program and Water Conservation Programs and energy reduction requirements. The plan shall specifically address the following components:</p> <ul style="list-style-type: none"> <li>• Recycled Contents Products</li> <li>• Energy/Water efficiency</li> <li>• Energy Efficient Tools and Equipment</li> <li>• Alternate Fuels and Alternate Fuel Vehicles</li> <li>• Biobased Products</li> <li>• Non-Ozone Depleting Products</li> <li>• Environmental Preferred Products and Services</li> <li>• Low/Non-Toxic and Hazardous Materials</li> </ul> <p>The Contractor shall submit an annual Sustainable Delivery of Services Report per Attachments.</p>
2.10.2.1	Use of Recovered Materials	The Government has an affirmative procurement program to promote the purchase of products containing recovered materials. The intent is to reduce the solid waste stream and conserve natural resources by establishing markets for recycled content products and encouraging manufacturers to produce quality products containing recovered materials. Participate in this program by using, for Environmental Protection Agency (EPA) designated items, recovered materials to the maximum extent practicable without jeopardizing the intended end use of the item. The percentage of recovered materials content levels for use in the

<b>0200000 - Management and Administration</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		<p>performance of this contract will be, at a minimum, the amount recommended in the EPA Comprehensive Procurement Guideline (CPG) Product Index website (<a href="http://www.epa.gov/epawaste/conserve/tools/cpg/index.htm">http://www.epa.gov/epawaste/conserve/tools/cpg/index.htm</a>).</p> <p>Use of EPA designated products is not required for products that are either not available within a reasonable period of time, are not available at a reasonable price, are not available from a sufficient number of sources to maintain a satisfactory level of competition, or fail to meet performance standards based on technical verification. EPA designation of products is an on-going process. Listings of EPA designated products containing recovered materials are found in 40 CFR 247. Make recommendation and submit Recovered Material Certification, per Attachments, when a product containing recovered materials is equal to or better than the original and could be used for this contract. All changes of products must be accepted by the KO before it is used.</p>
2.10.2.2	Use of Biobased Products	The Contractor shall make maximum use of biobased products in accordance with the FAR Clause 52.223-2 -- AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS. Information about these products is available at <a href="http://www.usda.gov/biopreferred">http://www.usda.gov/biopreferred</a> .
2.11	Disaster Preparedness	The Contractor shall comply with the installation's Contingency Response Plan.
2.12	Warranty Management	Prior to performing repair work, the Contractor shall report to the KO any defect in workmanship, material, or parts, and improper installation of equipment and components that are covered by a warranty. The Contractor is responsible for knowing which equipment and components are covered by the original warranty and the warranty duration. The KO will provide available warranty documents.
2.13	Recurring Work Procedures	Not Applicable.
2.14	Non-recurring Work Procedures	Non-recurring work is identified in each applicable annex or sub-annex. Non-recurring work may consist of Unit Priced Task (UPT) Work (non-negotiated) and Unit Priced Labor (UPL) Work (negotiated). The Contractor shall perform all non-recurring task work as ordered by the KO per "INSTRUCTIONS" Section. Non-recurring work will consist of Unit Priced Tasks and Unit Priced Labor Work which may be ordered by the Government as separate items or in combinations of items from the Non-recurring Work Exhibit Line Items (ELINs) provided in Attachments 0200000-07 through 0200000-11 on an as needed basis.
2.14.1	Unit Priced Task (UPT) Work (Non-Negotiated)	A UPT is defined as a non-recurring work item that includes all direct and indirect costs plus profit associated with the particular unit of work. All materials and equipment (rented, leased or Contractor-owned) required for the accomplishment of a UPT shall be included within the respective exhibit line item prices. The recurring fixed price for the task order is determined by multiplying the exhibit line item unit prices by the quantities ordered. The Contractor is not required to submit cost estimates for UPTs.
2.14.1.1	Acceptance and Performance	The Contractor shall possess the capability to accept and perform non-recurring work via an electronic medium with supported commands utilizing their Government Purchase Card (GPC). DoD EMALL is the

<b>0200000 - Management and Administration</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		electronic medium for authorized Government personnel to place orders for service to the Contractor. DoD EMALL is located at www.emall.dla.mil under NAVFAC contract. The Contractor is required to report all non-recurring work 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 possess the capability to invoice and receive payment for non-recurring work via an electronic medium with supported command representatives utilizing their GPC. No partial or advance payments will be provided.
2.14.2	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. UPL work is defined as non-recurring work that utilizes negotiated labor hours and materials to accomplish a task not required by the recurring work portion of the contract. UPL includes separately priced labor, material, and equipment exhibit line items. The Contractor shall prepare and furnish a detailed cost estimate identifying proposed labor, material, and equipment costs, which upon approval by the KO, becomes the recurring fixed price for the task order.
2.14.2.1	Non-recurring Work Preparation of Proposals	In response to the Government's Request for Proposal (RFP), the Contractor shall submit a non-recurring work proposal to the KO within two working days, or within the time specified, following receipt for each potential task order which includes: 1) a complete list of all tasks necessary to perform the required scope of work, 2) the number of direct labor hours to perform each task and 3) the projected quantity and costs of materials and equipment to perform the required scope of work.
2.14.2.1.1	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 UPL amount in the Non-recurring Work Exhibit Line Items (ELINs) provided in Attachments 0200000-07 thru 0200000-11.
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. Equipment costs shall include rental and lease costs, ownership costs where Contractor-owned, equipment mobilization, and tools, not priced under the recurring work portion of the contract.
2.14.2.2	Issuance of Final Task	The KO will order unit priced labor by issuing to the Contractor a copy of

<b>0200000 - Management and Administration</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
	Order	the approved scope of work and a SRO / task order for the work described, in accordance with Section G. SRO / Task order completion times will be specified on each SRO / task order.
2.14.3	Non-recurring work ELINS	Non-recurring Work ELINs are provided in Attachments 0200000-07 through 0200000-11.

<b>1700000 – Base Support Vehicles and Equipment</b>	
<b>Spec Item</b>	<b>Title</b>
1	General Information
1.1	Concept of Operations
2	Management and Administration
2.1	Definitions and Acronyms
2.2	Personnel
2.2.1	Certification, Training, and Licensing
2.2.2	Employees
2.3	Special Requirements
2.3.1	Type and Quantity of Equipment Repairs
2.3.2	Turnaround Times for Repair
2.3.3	Paint Booth Requirement
2.3.4	Contractor Furnished Items/Tasks
2.3.4.1	Facilities
2.3.4.2	Material and Supplies
2.3.4.3	Replacement Parts
2.3.4.4	Painting
2.3.4.5	Fuels and Lubricants
2.3.5	Damaged and Stolen Equipment
2.3.6	Ozone Depleting Substances
2.3.7	Refrigerant Technicians
2.3.8	Adding Refrigerant
2.3.9	Performance Evaluation Meetings
2.3.10	Planning and Scheduling
2.3.11	Records
2.4	References and Technical Documents
3	Recurring Work – None
4	Nonrecurring Work
4.1	Body and Fender Repairs
4.2	Fuel, Exhaust, Steering and Brake System Repairs
4.3	Painting/Marking
4.4	Engine and Drive Train Repair
4.5	Air Conditioning and Heating Systems Repair
4.6	Glass Replacement
4.7	Incidental Repairs
4.8	Upholstery Repair / Replacement
4.9	Materials

<b>1700000 – Base Support Vehicles and Equipment</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
1	General Information	The Contractor shall provide all labor, management, supervision, tools, material, and equipment required to perform Base Support Vehicles and Equipment (BSVE) repair services.
1.1	Concept of Operations	<p>The intent of 1700000 BSVE is to specify the requirements for transportation repair services including minor and major repairs for, but not limited to, engines, transmissions, exhaust, brakes, air conditioning, body, painting/markings, fenders, frames, trim, glass, hardware, lubrication, markings, operating fluids, suspension, steering, hydraulics, pneumatic equipment, and truck beds/racks. Types of vehicle and equipment for repair will be, but not limited to, trucks, sedans, passenger buses, vans and electric vehicles.</p> <p>The Contractor shall provide all repair services at its own Contractor facility. The Contractor shall deliver all equipment from the Government’s site to the Contractor’s repair shop, and also return all equipment from the Contractor’s repair shop to the Government’s site at the completion of all repairs except as noted in Spec Item 1700000-2.3.1. See Attachment 1700000-01 for Government’s site location.</p>

<b>1700000 – Base Support Vehicles and Equipment</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
2	Management and Administration	
2.1	Definitions and Acronyms	Definitions and Acronyms are listed in Attachment 0200000-02.
2.2	Personnel	The Contractor shall provide personnel with the qualifications, technical knowledge, experience and skills required for efficient operations within the BSVE function.
2.2.1	Certification, Training, and Licensing	<p>BSVE operators shall comply with all Federal, state, and local laws and regulations regarding certification, training and licensing.</p> <p>The Contractor shall possess the type of licenses issued by the State of Hawaii to operate the Government equipment being driven from Government control to Contractor's facility and return except as described in spec item 1700000-2.3.1.</p> <p>The operators shall have DD Form 1155 and SRO for the equipment to be repaired in their possession when the equipment is being driven to and from the Contractor's shop and Government facility.</p> <p>Personnel working on electric vehicles shall be certified to work on the electrical components, sub assemblies and assemblies.</p>
2.2.2	Employees	Accomplish repairs by qualified employees, capable of restoring and repairing equipment to its normal working condition.
2.3	Special Requirements	
2.3.1	Type and Quantity of Equipment Repairs	The Contractor can expect up to a maximum of 12 vehicles for repair per Task Order. The amount of vehicles per Task Order will vary depending on customer needs. When a commercial driver's license is required for driving the equipment, the Government will drive the equipment to contractor's site. The Government will tow all equipment that can't be driven to the Contractor's site for repairs. The Government shall drive the equipment after repairs are complete.
2.3.2	Turnaround Times for Repair	<p>The Contractor shall complete all repairs in accordance with the turnaround times shown below: (The labor hours indicated are based on the total direct labor hours for all repairs on each Shop Repair Order (SRO) / Task Order)</p> <ol style="list-style-type: none"> <li>a. 8 hours or less – 5 working days</li> <li>b. Greater than 8 hours but no greater than 40 hours – 10 working days</li> <li>c. Greater than 40 hours but no greater than 100 hours – 21 working days</li> <li>d. Greater than 100 hours but no greater than 300 hours – 45 working days</li> <li>e. Greater than 300 hours – negotiated per Task Order</li> </ol> <p>The turnaround times are based on the date the SRO / Task Order is issued (start date) till the time the repaired vehicle is returned from the Contractor to the Government site (completion date). If the SRO / Task Order includes more than one vehicle, the completion date is when all vehicles on the SRO / Task Order are returned to the Government site. If parts are not available on island, the completion date for that vehicle may be negotiated. All repairs shall be subject to a government quality control inspection before the SRO / Task Order is closed.</p>
2.3.3	Paint Booth Requirement	The Contractor shall have access to a paint booth large enough for the equipment on this contract. If the Contractor does not own the paint booth, the Contractor may use a booth from a sub-contractor; however the turnaround time for repairs will not be extended unless the Government approves an extension.

<b>1700000 – Base Support Vehicles and Equipment</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
2.3.4	Contractor Furnished Items/Tasks	Except for Special Repair Parts furnished by the Government, the Contractor shall provide all equipment, materials, supplies, and services to perform the requirements of this contract. Materials, equipment, supplies, and services provided shall meet the requirements specified as follows:
2.3.4.1	Facilities	Perform all work at the Contractor's facilities. Such facilities shall be capable of allowing simultaneous work on varying numbers and sizes of equipment.
2.3.4.2	Material and Supplies	<p>Materials and supplies shall meet the specifications, standards, and manuals listed in these specifications. Materials supplied shall be equal or better in quality to the original part, component, subassembly, or assembly as supplied by the OEM.</p> <p>The KO may at any time require samples of materials to be used in work performed under this contract. If the quality of an item is not specified, it shall be of acceptable industrial grade and quality, equal to or better than the manufacturer's original and compatible with existing systems.</p> <p>When authorized by the KO, premium transportation shall be used in the procurement of materials. The difference between the premium cost and the lowest applicable rate shall be shown on the Contractor's Estimate, identifying the material involved. Reimbursement by the Government will be made at the actual cost of the premium transportation. In every case, where premium transportation has been used, the Contractor shall furnish a certified priced freight bill with the Contractor's monthly invoice.</p>
2.3.4.3	Replacement Parts	Replacement parts shall be new or remanufactured. All parts whether new or remanufactured shall carry the full warranty. If new or remanufactured parts are not available, the Contractor may request approval in writing from the KO to install used or salvaged parts. Used or salvaged parts are limited to repair of older equipment where new or remanufactured parts are no longer available.
2.3.4.4	Painting	All equipment requiring touchup, partial painting, or complete painting shall be treated and applied in accordance with OEM requirements. Color used shall be as specified on the SRO.
2.3.4.5	Fuels and Lubricants	Fuels and lubricants shall be as specified in NAVFAC P-300 Chapter 22, NAVSUP P-538 and AF Technical Order 36-1-191. The Contractor shall add necessary fuels and lubricants (i.e. operating fluids, fuels, and lubricants) necessary to deliver the equipment safely to the repair shop and back to the Government facility except as noted in Spec Item 1700000-2.3.1.
2.3.5	Damaged and Stolen Equipment	Repair or replace at no cost to the Government any Government equipment that is damaged or stolen while in the custody of the Contractor. In all instances where Government property, equipment, or both, is stolen or damaged by Contractor's employees, a full written report of the fact and extent of such loss or damage shall be submitted to the KO within 24 hours of occurrence.
2.3.6	Ozone Depleting Substances	The Contractor shall recover all ozone depleting substances in accordance with Section 608 of the Clean Air Act Amendment of 1990, and OPNAVINST 5090.1B. The Contractor shall not return any recovered refrigerant to the Government.
2.3.7	Refrigerant Technicians	<p>The Contractor shall store, handle, and transport the recovered refrigerant in approved containers in accordance with applicable Federal, State, and local laws and regulations.</p> <p>Refrigerant technicians servicing or disposing of air conditioning and refrigeration equipment are required to certify to EPA that they have acquired recycling or recovery equipment and are complying with the requirements of the refrigerant recycling rule.</p>

<b>1700000 – Base Support Vehicles and Equipment</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
2.3.8	Adding Refrigerant	Refrigerant shall not be intentionally added to any system with known leaks until the leaks are repaired.
2.3.9	Performance Evaluation Meetings	The Contractor's representative shall meet with the Government as often as necessary at the discretion of the KO. 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 KO any areas of disagreement within seven calendar days.
2.3.10	Planning and Scheduling	Plan and schedule work to assure equipment, material, and labor availability shall complete work requirements within the response times and quality standards established in the contract.
2.3.11	Records	Keep records of all authorized work performed under this contract and such additional records as necessary to substantiate labor, material, and administrative costs. These records shall be available to the Government for examination and reproduction upon request.
2.4	References and Technical Documents	References and Technical Documents are listed in Attachment 0200000-04.

<b>1700000 – Base Support Vehicles and Equipment</b>				
<b>Spec Item</b>	<b>Title</b>	<b>Performance Objective</b>	<b>Related Information</b>	<b>Performance Standard</b>
3	Recurring Work	NONE.	N/A	

<b>1700000 – Base Support Vehicles and Equipment</b>				
<b>Spec Item</b>	<b>Title</b>	<b>Performance Objective</b>	<b>Related Information</b>	<b>Performance Standard</b>
4	Nonrecurring Work	Nonrecurring work may be ordered utilizing DoD EMALL or on a Shop Repair Order (SRO) form / task order in accordance with the PROCEDURES FOR ISSUING ORDERS clause. The order will specify the exact locations and types of work to be accomplished. The period of performance will be specified in each order.	Refer to Nonrecurring ELINs for task listings, descriptions, and related requirements. All periods of performance are measured from issue date of order to acceptance of the work.	
4.1	Body and Fender Repairs	Contractor shall provide body and fender repairs to an acceptable level of appearance by the government.	Labor to perform repairs to both the interior and exterior of the equipment involving repair/replacement of sheet metal, body trim, bumpers, weather stripping, frames (including frame alignment), body appurtenances, wheel alignment, wood framing, and decking	Body and fender repairs are accomplished by SRO / task order schedule.  Government will perform quality control inspections of all repair work completed by the Contractor before the SRO is closed.
4.2	Fuel, Exhaust, Steering, Hydraulics, Pneumatics and Brake System Repairs	Contractor shall provide Repairs to Fuel Systems, Exhaust Systems, Steering Systems, Hydraulics, Pneumatics and Brake Systems, and all associated components, to acceptable safety standards.	Labor to repair fuel/exhaust/brake/hydraulic/pneumatic systems, components and incidental repairs of hidden damages.	Fuel, Exhaust, Steering, Hydraulics, Pneumatics and Brake System repairs are accomplished by SRO / task order schedule.  Government will perform quality control inspections of all repair work completed by the Contractor before the SRO is closed.
4.3	Painting/ Marking	Contractor shall provide painting/markings services to an acceptable level of appearance by the government.	Labor to prepare interior, exterior, and hidden surfaces by cleaning, sanding, application of primer undercoating, and paint finishes, to the original equipment paint or coating. Equipment interior and exterior surface markings consisting of, but are not limited to letters, numbers, and striping, to	Painting/Marking services are accomplished by SRO / task order schedule.  Government will perform quality control inspections of all repair work completed by the Contractor before the SRO is closed.

<b>1700000 – Base Support Vehicles and Equipment</b>				
<b>Spec Item</b>	<b>Title</b>	<b>Performance Objective</b>	<b>Related Information</b>	<b>Performance Standard</b>
			identify Government ownership, usage, or both, and decals of special significance to a particular user that is essential and identifies its purpose.	
4.4	Engine and Drive Train Repair	Contractor shall provide Repairs to Engines and Drive Trains, and all associated components, as needed.	Labor to repair engines, components, power train, electronic/electric systems, heating/cooling systems, ignition systems, instrumentation, transmission/drive train systems, and other hidden damages.	Engine and Drive Train Repairs are accomplished by SRO / task order schedule.  Government will perform quality control inspections of all repair work completed by the Contractor before the SRO is closed.
4.5	Air Conditioning and Heating Systems Repair	Contractor shall provide Repairs to Air Conditioning and Heating Systems, and all associated components, as needed.	Labor to repair Air Conditioning and Heating Systems.	Air Conditioning and Heating Systems Repairs are accomplished by SRO / task order schedule.  Government will perform quality control inspections of all repair work completed by the Contractor before the SRO is closed.
4.6	Glass Replacement	Contractor shall provide glass replacement services to an acceptable level of appearance by the government.	Labor to repair/replace windshield, rear window, mirrors, and side glass.  Also includes associated hardware, seals, decorative trim, and operating mechanisms.	Glass replacement is accomplished by SRO / task order schedule.  Government will perform quality control inspections of all repair work completed by the Contractor before the SRO is closed.
4.7	Incidental Repairs	Contractor shall provide incidental repairs to ensure transportation vehicle / equipment is safe and operating to its normal condition.	Labor to repair or replace engines, components, power train, fuel/exhaust systems, electronic/electric systems, heating/cooling systems, air condition/heating systems, brake systems, ignition systems, instrumentation, steering system, suspension system,	Contractor shall report to the Government representative any hidden damages or additional needed repairs discovered during general inspections and diagnostics before incidental repairs are provided.  Contractor shall provide

<b>1700000 – Base Support Vehicles and Equipment</b>				
<b>Spec Item</b>	<b>Title</b>	<b>Performance Objective</b>	<b>Related Information</b>	<b>Performance Standard</b>
			<p>transmission/drive train systems, wheels and tires, hydraulics, pneumatic systems and other hidden damages.</p> <p>These repairs are to expedite completion of operational damage related repairs.</p>	<p>proposal for incidental repairs.</p> <p>Incidental repairs are accomplished by SRO / task order schedule.</p> <p>Government will perform quality control inspections of all repair work completed by the Contractor before the SRO is closed.</p>
4.8	Upholstery Repair/ Replacement	Contractor shall provide upholstery repair/ replacement service to an acceptable level of appearance by the government.	Labor to repair, recover, or replace, arm rests, seats/seat covers, floor mats/carpets, headliners, dashboards, instruments, and visors.	<p>Upholstery repair/replacement is accomplished by SRO / task order schedule.</p> <p>Government will perform quality control inspections of all repair work completed by the Contractor before the SRO is closed.</p>
4.9	Materials	Contractor shall provide material necessary to complete the repairs on the SRO / task order.	Material shall meet the requirements specification item 2.3.4.	Material meets the specification with no more than two errors per SRO / task order.

## CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate I	OCT 1995
52.204-2	Security Requirements	AUG 1996
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2015
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	DEC 2014
52.215-21 Alt IV	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications (Oct 2010) - Alternate IV	OCT 2010
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-9	Small Business Subcontracting Plan	OCT 2015
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-25	Small Disadvantaged Business Participation Program-- Disadvantaged Status and Reporting	JUL 2013
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	OCT 2015
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	MAY 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995

52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.225-5	Trade Agreements	NOV 2013
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-36	Payment by Third Party	MAY 2014
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.245-1 Alt I	Government Property (Apr 2012) Alternate I	APR 2012
52.245-9	Use And Charges	APR 2012
52.247-64	Preference for Privately Owned U.S. - Flag Commercial Vessels	FEB 2006
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-0001	Line Item Specific: Single Funding	SEP 2009
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	SEP 2015
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	OCT 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Nov 2014)	NOV 2014
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7021	Trade Agreements--Basic (Nov 2014)	NOV 2014
252.225-7036	Buy American--Free Trade Agreement--Balance of Payments Program--Basic (Nov 2014)	NOV 2014
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
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7009	Mandatory Payment by Governmentwide Commercial Purchase Card	DEC 2006
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAR 2015
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

## CLAUSES INCORPORATED BY FULL TEXT

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

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

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

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

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

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

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

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

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

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

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

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

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

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

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for

quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

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

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

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

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

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

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

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

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

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

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

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

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

(k) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM

database accessed through <https://www.acquisition.gov>.

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

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

#### CLAUSES INCORPORATED BY FULL TEXT

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

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

1. Price.
2. Non-price.
  - a. Factor 1, Corporate Experience:
  - b. Factor 2, Safety
  - c. Factor 3, Past Performance

Corporate Experience, Safety, and Past Performance, when combined, are approximately equal to Price.

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

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

(End of Provision)

## CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (OCT 2015)  
ALTERNATE I (OCT 2014)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov> . If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.

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

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

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“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.

“Inverted domestic corporation,” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;

- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

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

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

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

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

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

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

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAMwebsite.

(2) 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 this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in 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 paragraphs \_\_\_\_\_. *[Offeror to identify the applicable paragraphs at (c) through (p) of this provision that the offeror has completed for the purposes of this solicitation only, if any. 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. 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 electronically on SAM.]*

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a small business concern.

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

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]The offeror represents that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]The offeror represents that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a women-owned small business concern.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

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

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_ .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

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

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_ .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ \_\_\_\_ ] is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

\_\_\_\_\_

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

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

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business

concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_ .*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

[*The offeror shall check the category in which its ownership falls*]:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It [  ] has, [  ] has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [  ] has, [  ] has not, filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that --

(i) It [  ] has developed and has on file, [  ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [  ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer,

OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
___	___
___	___
___	___

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
___	___

—	—
—	—

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
—	—
—	—
—	—

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

—

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:
----------------	--------------------

___	___
___	___
___	___

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:
___	___
___	___
___	___

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:
___	___
___	___
___	___

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there

are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [ \_\_\_\_ ] Are, [ \_\_\_\_ ] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [ \_\_\_\_ ] Have, [ \_\_\_\_ ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) [ \_\_\_\_ ] Are, [ \_\_\_\_ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [ \_\_\_\_ ] Have, [ \_\_\_\_ ] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:
_____	_____
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[  ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[  ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) [  ] In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) [  ] Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) [  ] Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror [  ] does [  ] does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) [ \_\_\_\_ ] Certain services as described in FAR 22.1003-4(d)(1). The offeror [ \_\_\_\_ ] does [ \_\_\_\_ ] does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) *Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701)*. (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

[ \_\_\_\_ ] TIN: \_\_\_\_ .

[ \_\_\_\_ ] TIN has been applied for.

[ \_\_\_\_ ] TIN is not required because:

[ \_\_\_\_ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[ \_\_\_\_ ] Offeror is an agency or instrumentality of a foreign government;

[ \_\_\_\_ ] Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

[ \_\_\_\_ ] Sole proprietorship;

[ \_\_\_\_ ] Partnership;

[ \_\_\_\_ ] Corporate entity (not tax-exempt);

[ \_\_\_\_ ] Corporate entity (tax-exempt);

[ \_\_\_\_ ] Government entity (Federal, State, or local);

[ \_\_\_\_ ] Foreign government;

[ \_\_\_\_ ] International organization per 26 CFR 1.6049-4;

[ \_\_\_\_ ] Other \_\_\_\_ .

(5) Common parent.

[ \_\_\_\_ ] Offeror is not owned or controlled by a common parent:

[ \_\_\_\_ ] Name and TIN of common parent:

Name \_\_\_\_

TIN \_\_\_\_

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

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

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

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

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50(U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) 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 (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) 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.

(3) If the Offeror indicates "yes" in paragraph (p)(2) 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)

#### 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (MAY 2015)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes", as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) System for Award Management (SAM). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that

Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

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

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

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

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

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

(End of Clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEVIATION 2013-O0019) (OCT 2015)

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If

this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

(b)

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$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.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

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

(v) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

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

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

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

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

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi)

  X   (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

     (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

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

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

(xiv) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

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

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of Clause)

#### CLAUSES INCORPORATED BY FULL TEXT

52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)—ALTERNATE IV (OCT 2010)

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below: [Insert description of the data and the format that are required, including the access to records necessary to permit an adequate evaluation of the proposed price in accordance with 15.403-3.]

(End of provision)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one unit per the Exhibit Line Items, 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)

#### 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)

#### 52.217-5 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)

## 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period specified in the Schedule; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 calendar days 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 clause.

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

(End of clause)

## 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2014)

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

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (d) and (e) of this clause do not apply if the offeror has waived the evaluation preference.

\_\_\_ Offeror elects to waive the evaluation preference.

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

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

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

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

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

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

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

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

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

(e) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable percentage of work requirements.

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

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

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

(g) Notice. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award

that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

(End of clause)

#### 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The

Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ( ) is, ( ) is not a small business concern under NAICS Code 811121- assigned to contract number N62478-16-D-2449.

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

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

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

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

<u>Employee Class</u>	<u>Basic Hourly Wage</u>
Automotive Glass Installer	\$26.70
Automotive Worker	\$26.70
Motor Equipment Metal Mechanic	\$30.40
Painter, Automotive	\$26.70
Truckdriver, Light	\$23.00
Truckdriver, Medium	\$24.84
Truckdriver, Heavy	\$26.70

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)

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)

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)

252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)

(a) Contractor employees cleared for access to Top Secret (TS), Special Access Program (SAP), or Sensitive Compartmented Information (SCI) shall attest orally that they will conform to the conditions and responsibilities imposed by law or regulation on those granted access. Reading aloud the first paragraph of Standard Form 312, Classified Information Nondisclosure Agreement, in the presence of a person designated by the Contractor for this purpose, and a witness, will satisfy this requirement. Contractor employees currently cleared for access to TS, SAP, or SCI may attest orally to their security responsibilities when being briefed into a new program or during their annual refresher briefing. There is no requirement to retain a separate record of the oral attestation.

(b) If an employee refuses to attest orally to security responsibilities, the Contractor shall deny the employee access to classified information and shall submit a report to the Contractor's security activity.

(End of clause)

252.215-7008 ONLY ONE OFFER (OCT 2013)

(a) After initial submission of offers, the Offeror agrees to submit any subsequently requested additional cost or pricing data if the Contracting Officer notifies the Offeror that--

(1) Only one offer was received; and

(2) Additional cost or pricing data is required in order to determine whether the price is fair and reasonable or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 2306a and FAR 15.403-3).

(b) Requirement for submission of additional cost or pricing data. Except as provided in paragraph (c) of this provision, the Offeror shall submit additional cost or pricing data as follows:

(1) If the Contracting Officer notifies the Offeror that additional cost or pricing data are required in accordance with paragraph (a) of this clause, the data shall be certified unless an exception applies (FAR 15.403-1(b)).

(2) Exceptions from certified cost or pricing data. In lieu of submitting certified cost or pricing data, the Offeror may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the Offeror shall submit, at a minimum, information on prices at which the same item or/similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include—

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market; or

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(3) The Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Offeror's determination of the prices to be offered in the catalog or marketplace.

(4) Requirements for certified cost or pricing data. If the Offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(i) The Offeror shall prepare and submit certified cost or pricing data and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used, unless the Contracting Officer and the Offeror agree to a different format.

(ii) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with 225.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:

(1) Profit rate or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable [U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification].

(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(d) If negotiations are conducted, the negotiated price should not exceed the offered price.

(End of provision)

#### 252.216-7006 ORDERING (MAY 2011)

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

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

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

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

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

(End of Clause)

#### 252.222-7007 REPRESENTATION REGARDING COMBATING TRAFFICKING IN PERSONS (JAN 2015)

By submission of its offer, the Offeror represents that it--

(a) Will not engage in any trafficking in persons or related activities, including but not limited to the use of forced labor, in the performance of this contract;

(b) Has hiring and subcontracting policies to protect the rights of its employees and the rights of subcontractor employees and will comply with those policies in the performance of this contract; and

(c) Has notified its employees and subcontractors of--

(1) The responsibility to report trafficking in persons violations by the Contractor, Contractor employees, or subcontractor employees, at any tier; and

(2) Employee protection under 10 U.S.C. 2409, as implemented in DFARS subpart 203.9, from reprisal for whistleblowing on trafficking in persons violations.

(End of provision)

252.225-7000 BUY AMERICAN--BALANCE OF PAYMENTS PROGRAM CERTIFICATE--BASIC (NOV 2014)

(a) Definitions. Commercially available off-the-shelf (COTS) item, component, domestic end product, foreign end product, qualifying country, qualifying country end product, South Caucasus/Central and South Asian (SC/CASA) state, South Caucasus/Central and South Asian (SC/CASA) state end product, and United States, as used in this provision, have the meanings given in the Buy American and Balance of Payments Program--Basic clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American and Balance of Payments Program-- Basic clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

\_\_\_ (Line Item Number Country of Origin)

\_\_\_ (Country of Origin)

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

(Line Item Number) \_\_\_

(Country of Origin (If known)) \_\_\_

(End of provision)

252.225-7020 TRADE AGREEMENTS CERTIFICATE--BASIC (NOV 2014)

(a) Definitions. Designated country end product, nondesignated country end product, qualifying country end product, and U.S.-made end product, as used in this provision have the meanings given in the Trade Agreements--Basic clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless--

(i) There are no offers of such end products;

(ii) The offers of such end products are insufficient to fulfill the Government's requirements; or

(iii) A national interest waiver has been granted.

(c) Certification and identification of country of origin.

(1) For all line items subject to the Trade Agreements--Basic of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.

(2) The following supplies are other nondesignated country end products:

(Line Item Number \_\_\_\_ ) (Country of Origin \_\_\_\_ )

(End of provision)

252.225-7020 TRADE AGREEMENTS CERTIFICATE--BASIC (NOV 2014)

(a) Definitions. Designated country end product, nondesignated country end product, qualifying country end product, and U.S.-made end product, as used in this provision have the meanings given in the Trade Agreements--Basic clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless--

(i) There are no offers of such end products;

(ii) The offers of such end products are insufficient to fulfill the Government's requirements; or

(iii) A national interest waiver has been granted.

(c) Certification and identification of country of origin.

(1) For all line items subject to the Trade Agreements--Basic of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.

(2) The following supplies are other nondesignated country end products:

(Line Item Number \_\_\_\_ ) (Country of Origin \_\_\_\_ )

(End of provision)

#### 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)

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

(1) Foreign person means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in 50 U.S.C. App. 2415(2) and means--

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

(End of provision)

#### 252.225-7035 BUY AMERICAN--FREE TRADE AGREEMENT --BALANCE OF PAYMENTS PROGRAM CERTIFICATE--BASIC (NOV 2014)

(a) Definitions. ``Bahrainian end product," ``commercially available off-the-shelf (COTS) item," ``component," ``domestic end product," ``Free Trade Agreement country," ``Free Trade Agreement country end product," ``foreign end product," ``Moroccan end product," ``Panamanian end product," ``Peruvian end product," ``qualifying country

end product," and ``United States," as used in this provision, have the meanings given in the Buy American--Free Trade Agreements--Balance of Payments Program--Basic clause of this solicitation.

(b) Evaluation. The Government—

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) For line items subject to Buy American--Free Trade Agreements--Balance of Payments Program--Basic clause of this solicitation, will evaluate offers of qualifying country end products or Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products without regard to the restrictions of the Buy American or the Balance of Payments Program.

(c) Certifications and identification of country of origin. (1) For all line items subject to the Buy American--Free Trade Agreements--Balance of Payments Program—Basic clause of this solicitation, the offeror certifies that—

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Australian or Canadian) end products:

(Line Item Number)	(Country of Origin)
—	—

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products or Peruvian end products:

(Line Item Number)	(Country of Origin)
—	—

(iii) The following supplies are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of ``domestic end product":

(Line Item Number)	(Country of Origin (If known))
—	—

(End of provision)

252.225-7035 BUY AMERICAN--FREE TRADE AGREEMENT --BALANCE OF PAYMENTS PROGRAM CERTIFICATE--BASIC (NOV 2014)

(a) Definitions. ``Bahrainian end product," ``commercially available off-the-shelf (COTS) item," ``component," ``domestic end product," ``Free Trade Agreement country," ``Free Trade Agreement country end product," ``foreign end product," ``Moroccan end product," ``Panamanian end product," ``Peruvian end product," ``qualifying country

end product," and ``United States," as used in this provision, have the meanings given in the Buy American--Free Trade Agreements--Balance of Payments Program--Basic clause of this solicitation.

(b) Evaluation. The Government—

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) For line items subject to Buy American--Free Trade Agreements--Balance of Payments Program--Basic clause of this solicitation, will evaluate offers of qualifying country end products or Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products without regard to the restrictions of the Buy American or the Balance of Payments Program.

(c) Certifications and identification of country of origin. (1) For all line items subject to the Buy American--Free Trade Agreements--Balance of Payments Program—Basic clause of this solicitation, the offeror certifies that—

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Australian or Canadian) end products:

(Line Item Number)	(Country of Origin)
—	—

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products or Peruvian end products:

(Line Item Number)	(Country of Origin)
—	—

(iii) The following supplies are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of ``domestic end product":

(Line Item Number)	(Country of Origin (If known))
—	—

(End of provision)

252.225-7050 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (DEC 2014)

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

Government of a country that is a state sponsor of terrorism includes the state and the government of a country that is a state sponsor of terrorism, as well as any political subdivision, agency, or instrumentality thereof.

Significant interest means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner; (ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

State sponsor of terrorism means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(1)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, state sponsors of terrorism include: Cuba, Iran, Sudan, and Syria.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, unless a waiver is granted by the Secretary of Defense, no contract may be awarded to a firm if the government of a country that is a state sponsor of terrorism owns or controls a significant interest in--

(1) The firm;

(2) A subsidiary of the firm; or

(3) Any other firm that owns or controls the firm.

(c) Representation. Unless the Offeror submits with its offer the disclosure required in paragraph (d) of this provision, the Offeror represents, by submission of its offer, that the government of a country that is a state sponsor of terrorism does not own or control a significant interest in--

(1) The Offeror;

(2) A subsidiary of the Offeror; or

(3) Any other firm that owns or controls the Offeror.

(d) Disclosure.

(1) The Offeror shall disclose in an attachment to its offer if the government of a country that is a state sponsor of terrorism owns or controls a significant interest in the Offeror; a subsidiary of the Offeror; or any other firm that owns or controls the Offeror.

(2) The disclosure shall include--

(i) Identification of each government holding a significant interest; and

(ii) A description of the significant interest held by each government.

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

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

Navy Construction / Facilities Management Invoice

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

Not applicable.

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

Routing Data Table\*

-----

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N68732
Issue By DoDAAC	N62478
Admin DoDAAC	N62478
Inspect By DoDAAC	N62478
Ship To Code	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](mailto: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. James Murakami  
 Email: [james.murakami@navy.mil](mailto:james.murakami@navy.mil)  
 Phone No.: (808) 471-3199

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

(End of clause)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or

subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

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

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

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

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

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

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

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

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

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

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

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

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

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

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

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

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

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

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

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

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

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

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

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

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

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

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

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

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

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

(10) Name of the steamship company.

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

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

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

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

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

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

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

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

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

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

(End of clause)

(a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in section 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds appropriated (or otherwise made available) by this or any other Act may be used for a contract 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 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 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 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.

(End of provision)

DFARS 252.203-7997

252.203-7997, PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2016-O0003) (OCT 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) Use of funds appropriated (or otherwise made available) by the Continuing Appropriations Act, 2016 (Pub. L. 114-53) or any other FY 2016 appropriations act that extends to FY 2016 funds the same prohibitions as contained in sections 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) 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)

DFARS 252.204-7008 (DEV)

252.204-7008, COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (DEVIATION 2016-O0001) (OCT 2015)

(a) Definitions. As used in this provision –

“Controlled technical information,” “covered contractor information system,” and “covered defense information” are defined in clause 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2016-O0001) (OCT 2015).

(b) The security requirements required by contract clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2016-O0001)(OCT 2015) shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) If the Offeror anticipates that additional time will be necessary to implement derived security requirement 3.5.3 “Use of multifactor authentication for local and network access to privileged accounts and for network access to non-privileged accounts” within National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations (see <http://dx.doi.org/10.6028/NIST.SP.800-171>), the Offeror shall notify the Contracting Officer that they will implement the requirement within 9 months of contract award.

(d) If the Offeror proposes to deviate from any of the security requirements in NIST SP 800-171 that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of –

(1) Why a particular security requirement is not applicable; or

(2) How an alternative, but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(e) An authorized representative of the DoD CIO will approve or disapprove offeror requests to deviate from NIST SP 800-171 requirements in writing prior to contract award. Any approved deviation from NIST SP 800-171 shall be incorporated into the resulting contract.

(End of provision)

DFARS 252.204-7012 (DEV)

252.204-7012, SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEVIATION 2016-O0001) (OCT 2015)

(a) Definitions. As used in this clause –

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

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

“Contractor attributional/proprietary information” means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program

description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

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

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered contractor information system” means an information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

“Covered defense information” means unclassified information that—

(i) Is—

(A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or

(B) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(ii) Falls in any of the following categories:

(A) *Controlled technical information*.

(B) *Critical information (operations security)*. Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(C) *Export control*. Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

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

“Forensic analysis” means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

“Malicious software” means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

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

“Operationally critical support” means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

“Rapid(ly) report(ing)” means within 72 hours of discovery of any cyber incident.

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

- (b) *Adequate security.* The Contractor shall provide adequate security for all covered defense information on all covered contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall—
- (1) Implement information systems security protections on all covered contractor information systems including, at a minimum—
    - (i) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government—
      - (A) Cloud computing services shall be subject to the security requirements specified in the clause [252.239-7010](#), Cloud Computing Services, of this contract; and
      - (B) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract; or
    - (ii) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause—
      - (A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations,” (see <http://dx.doi.org/10.6028/NIST.SP.800-171>) that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer with the exception of the derived security requirement 3.5.3 “Use of multifactor authentication for local and network access to privileged accounts and for network access to non-privileged accounts”, which will be required not later than 9 months after award of the contract, if the Contractor notified the contracting officer in accordance with paragraph (c) of the provision 252.204-7008, Compliance with Safeguarding Covered Defense Information Controls (DEVIAITON 2016-O0001) (OCT 2015); or
      - (B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection approved in writing by an authorized representative of the DoD Chief of Information Officer (CIO) prior to contract award; and
  - (2) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.
- (c) *Cyber incident reporting requirement.*
- (1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor’s ability to perform the requirements of the contract that are designated as operationally critical support, the Contractor shall—
    - (i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor’s network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor’s ability to provide operationally critical support; and
    - (ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.
  - (2) *Cyber incident report.* The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.
  - (3) *Medium assurance certificate requirement.* In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.
- (d) *Malicious software.* The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

- (e) *Media preservation and protection.* When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.
- (f) *Access to additional information or equipment necessary for forensic analysis.* Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.
- (g) *Cyber incident damage assessment activities.* If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.
- (h) *DoD safeguarding and use of contractor attributional/proprietary information.* The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.
- (i) *Use and release of contractor attributional/proprietary information not created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—
- (1) To entities with missions that may be affected by such information;
  - (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
  - (3) To Government entities that conduct counterintelligence or law enforcement investigations;
  - (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or
  - (5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at [252.204-7009](#), Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.
- (j) *Use and release of contractor attributional/proprietary information created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government’s use and release of such information.
- (k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.
- (l) *Other safeguarding or reporting requirements.* The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor’s responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.
- (m) *Subcontracts.* The Contractor shall—
- (1) Include the substance of this clause, including this paragraph (m), in all subcontracts, including subcontracts for commercial items; and

(2) Require subcontractors to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.

(End of clause)

DFARS 252.209-7991

252.209-7991, REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW-FISCAL YEAR 2016 APPROPRIATIONS (DEIVATION 2016-O0002) (OCT 2015)

(a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in 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)

**INSTRUCTIONS**  
**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: \_\_\_\_\_

YOU DO NOT NEED THE FOLLOWING IN ORDER TO SUBMIT YOUR OFFER, BUT IF YOU KNOW THEM, PLEASE PROVIDE YOUR:

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

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

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**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.

**SUBMITTAL REQUIREMENTS**

a. General Solicitation Submittal Requirements: Submit one set of the price proposal and two sets of the non-price proposals in 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 1449 with an original signature;

(1) Ensure Blocks 17a. and b. and 30a. through c. of the SF1449 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.

(e) Limited Liability Corporation (LLC) – Signed in the LLC name, followed by the word "by" and the signature of the member authorized to sign.

(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) Attachments 0200000-07 through 0200000-11. Ensure the "Total Amount" equates to the "Est Qty" multiplied by the "Unit Price." Limit prices to two decimal places.

(d) Contractor Information;

(e) A completed copy of the representations and certifications at FAR 52.212-3;

(f) 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);

(g) 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.);

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

- (i) Joint Venture Agreement (if submitting proposal as a joint venture);
- (j) 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 transportation equipment repair contracts or subcontracts 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 \$100,000.00 or more per calendar year. The dollar value is based on the amount for standalone projects or multiple projects that collectively equate to \$100,000.00 or more per calendar year. 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.

(a) The Government will consider contracts and subcontracts which include only minor and major repairs to body, painting/markings, fenders, frames, trim, glass, hardware, lubrication, markings, operating fluids, and truck beds/racks (no minor and major repairs to major components such as engine and transmission system) valued at \$80,000 or more. The dollar value is based on the amount for standalone projects or multiple projects that collectively equate to \$80,000 or more per calendar year.

(b) The Government will consider contracts and subcontracts which include only minor and major repairs to major components such as engine and transmission system (no minor and major repairs to body, painting/markings, fenders, frames, trim, glass, hardware, lubrication, markings, operating fluids, and truck beds/racks) valued at \$20,000 or more. The dollar value is based on the amount for standalone projects or multiple projects that collectively equate to \$20,000 or more per year.

(2) 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') Key Personnel (Project Manager and Quality Manager only), using the attachment entitled, "Key Personnel Experience List." The Project Manager and Quality Manager shall EACH have at least three years of relevant experience, similar in scope to the subject solicitation (i.e., transportation equipment repair contracts or subcontracts and valued at \$100,000.00 or more per calendar year (the dollar value is based on the amount for standalone projects or multiple projects that collectively equate to \$100,000.00 or more per calendar year), 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.

(a) The Government will consider key personnel experience on contracts and subcontracts which include only minor and major repairs to body, painting/markings, fenders, frames, trim, glass, hardware, lubrication, markings, operating fluids, and truck beds/racks (no minor and major repairs to major components such as engine and transmission system) valued at \$80,000 or more. The dollar value is based on the amount for standalone projects or multiple projects that collectively equate to \$80,000 or more per calendar year.

(b) The Government will consider key personnel experience on contracts and subcontracts which include only minor and major repairs to major components such as engine and transmission system (no minor and major repairs to body, painting/markings, fenders, frames, trim, glass, hardware, lubrication, markings, operating fluids, and truck beds/racks) valued at \$20,000 or more. The dollar value is based on the amount for standalone projects or multiple projects that collectively equate to \$20,000 or more per calendar year.

(2) Factor 2 – 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.

(3) Factor 3, 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 Offeror or its team members must submit the Past Performance Questionnaire (PPQ) included in the solicitation 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, offerors must ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQs must 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 must 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. S. Sekiguchi, via email at sandy.sekiguchi@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) Offerors may 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 the paragraphs above. Failure to include a portion of any item may render the proposal ineligible for award.

#### BASIS FOR AWARD

a. 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.

b. As stated in the solicitation, "The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received."

c. The number of proposals to be evaluated for technical acceptability may be limited to the five lowest priced offers at the discretion of the Contracting Officer.

d. 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.

e. 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.

f. 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. The initial award will include only Contract Line Items 0001 and 9000.

#### PERFORMANCE PERIOD OF CONTRACT

a. The contract term shall be for a period of one calendar year commencing 60 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 60 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.

c. The option year price shall be at prices bid for each option period. The Government will adjust the Service Contract Act prices, based on new Department of Labor Wage Determination rates. The Contractor shall not include any allowance for any contingency to cover increased cost for which adjustment is provided under FAR clause 52.222-43.

#### PERFORMANCE EVALUATION MEETINGS

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 Contractor Performance Assessment Report (CPAR) form. 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 the CPAR form. 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.

#### **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.

#### **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 Government Purchase Card (GPC) program. When receiving GPC orders against the Exhibit Line Items, 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 GPC 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 GPC 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 GPC purchases and DD 1155s exceed 75% of the combined Exhibit Line Items Pre-Priced Line Item quantities.

### **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 0200000-04. Invoices for indefinite quantity work shall be submitted with a copy of the task order(s) attached.

### **CERTIFICATE OF CONFORMANCE**

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

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

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

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

### **APPOINTMENT OF ORDERING OFFICER(S)**

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.

### **MINIMUM AND MAXIMUM QUANTITIES**

a. As referred to in paragraph (b) of the FAR 52.216-22, INDEFINITE QUANTITY clause, the contract minimum quantity is \$2,000.00. Should the Government fail to place orders totaling the amount of the contract minimum quantity, the provisions of the FAR clause entitled "Termination for Convenience of the Government" shall apply to the unordered amount of the contract minimum quantity. The maximum quantity shall not be exceeded except as may be provided for by formal modification to the contract.

b. Only the base period of the contract will offer a minimum guarantee. The minimum guarantee is not applicable to any option periods exercised.

### **PROCEDURES FOR ISSUING ORDERS**

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

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

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

### GOVERNMENT REPRESENTATIVES

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

### 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.

### 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.

### RAPIDGATE PROGRAM

#### Commander, Navy Installations Command (CNIC) BASE ACCESS

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

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

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

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

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

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

#### List A – One Needed

- U.S. Passport (unexpired)
- Permanent Resident Card or Alien Registration Receipt Card (Form I-551)
- Unexpired foreign passport, with I-551 stamp or attached Form I-94 indicating unexpired employment authorization
- Unexpired Employment Authorization Document that contains a photograph (Form I-766, I-688, I-688A, I-688B)

Or

#### List B – Two Needed

- Driver's license or ID card issued by a state
- ID Card issued by federal, state or local government agencies or entities
- School ID card with a photograph
- Voter's registration card
- U.S. Military card or draft record
- Military Dependent's ID card

- U.S. Coast Guard Merchant Mariner Card
- Native American tribal document
- Diver's license issued by a Canadian government authority
- U.S. Social Security card issued by the Social Security Administration
- Certification of Birth Abroad issued by the Department of State (Form FS-545 or Form DS-1350
- Original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying possession of the United States bearing an official seal
- U.S. Citizen ID Card (Form I-197)
- ID Card for use of Resident Citizen in the United States (Form I-179)
- Unexpired employment authorization document issued by DHS (other than those in List A)

#### CLAUSES INCORPORATED BY REFERENCE

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>

DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS  
TABLE OF CONTENTS

ATTACHMENT NUMBER	ATTACHMENT TITLE
0200000-01	DEFINITIONS AND ACRONYMS
0200000-02	WAGE DETERMINATION
0200000-03	REFERENCES, INSTRUCTIONS, DIRECTIVES
0200000-04	SAMPLE INVOICE FORM
0200000-05	WORK ORDERING PROCEDURES
0200000-06	SHOP REPAIR ORDER FORM
0200000-07	EXHIBIT LINE ITEM NUMBERS, EXHIBIT A CLIN 9000
0200000-08	EXHIBIT LINE ITEM NUMBERS, EXHIBIT B CLIN 9001
0200000-09	EXHIBIT LINE ITEM NUMBERS, EXHIBIT C CLIN 9002
0200000-10	EXHIBIT LINE ITEM NUMBERS, EXHIBIT D CLIN 9003
0200000-11	EXHIBIT LINE ITEM NUMBERS, EXHIBIT E CLIN 9004
0200000-12	NAVY CONSTRUCTOR SIGNIFICANT INCIDENT REPORT (CSIR)
0200000-13	DELIVERABLES
1700000-01	LOCATION MAP PEARL HARBOR NAVAL SHIPYARD

ATTACHMENT 0200000-01  
DEFINITIONS AND ACRONYMS

Definition	Description
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.
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 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.
Equipment	All machinery, apparatus or device together with the necessary supplies for upkeep, maintenance and repair; also tools and apparatus necessary for the proper and acceptable completion of the work.
Facility	A building or structure designed and created to serve a particular function.
Government Representative	Person(s) designated by the Contracting Officer to be an authorized representative.
Government's Regular Working Hours	The Government's regular working hours are from 7:00 a.m. to 3:30 p.m., Mondays through Fridays except (a) Federal holidays and (b) other days specifically designated by the Contracting Officer.
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.
Means Repair and Remodeling Cost Data	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. Data has been targeted for residential, commercial, and industrial repair/remodeling projects. An estimate prepared using this data is called a "Means estimate"; data may simply be referred to as "Means".
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 Quality Control & 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.
Provide	Provided by Contractor – in place, furnished and installed, ready for use.
Quality Control	A method used by the Contractor to control the quality of goods and services produced.
Quality Control Plan	A written plan delivered by the Contractor describing their QC program and inspection system for approval.
Quality Control Reports	Written reports delivered by the Contractor summarizing and consolidating data from their QC inspections and any supplemental reports.
Renew	To remove existing equipment, materials or parts and install with new, ready for use.
Repair	The restoration of real property, a system or component of such, to a condition that it may be used for its designated purpose. Repair may be overhaul, reprocessing, or replacement of constituent parts or materials.
Replace	To remove existing equipment, materials or parts and reinstall, ready for use.
System	A group of devices, parts, or components forming a network of related items to provide, distribute, or circulate electricity, water, etc., or which forms the complex of equipment.
ACRONYMS	
ACO	Administrative Contracting Officer
BSVE	Base Support Vehicles and Equipment
EPA	Environmental Protection Agency
FPCON	Force Protection Conditions
MSDS	Material Safety Data Sheets
NCACS	Navy Commercial Access Control System
OEM	Original Equipment Manufacturer
RAM	Random Anti-Terrorism Measures
SRO	Service Request Order

ATTACHMENT 0200000-02  
WAGE DETERMINATIONS

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

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

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

WD 05-2153 (Rev.-20) was first posted on www.wdol.gov on 07/14/2015

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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

Daniel W. Simms                      Division of  
Director                              Wage Determinations

Wage Determination No.: 2005-2153  
Revision No.: 20  
Date Of Revision: 07/08/2015

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

States: American Samoa, Hawaii

Area: American Samoa Statewide  
Hawaii Statewide

OCCUPATION NOTE:

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

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.20
01012 - Accounting Clerk II		15.93
01013 - Accounting Clerk III		17.40
01020 - Administrative Assistant		26.48
01040 - Court Reporter		18.59
01051 - Data Entry Operator I		13.16
01052 - Data Entry Operator II		14.36
01060 - Dispatcher, Motor Vehicle		17.10
01070 - Document Preparation Clerk		13.15
01090 - Duplicating Machine Operator		13.79
01111 - General Clerk I		12.53
01112 - General Clerk II		13.67
01113 - General Clerk III		15.45
01120 - Housing Referral Assistant		23.77
01141 - Messenger Courier		12.47
01191 - Order Clerk I		13.18
01192 - Order Clerk II		14.38
01261 - Personnel Assistant (Employment) I		15.79
01262 - Personnel Assistant (Employment) II		17.88
01263 - Personnel Assistant (Employment) III		19.68
01270 - Production Control Clerk		18.86

01280	- Receptionist	15.40
01290	- Rental Clerk	15.79
01300	- Scheduler, Maintenance	19.05
01311	- Secretary I	19.05
01312	- Secretary II	21.31
01313	- Secretary III	23.77
01320	- Service Order Dispatcher	14.05
01410	- Supply Technician	25.82
01420	- Survey Worker	17.10
01531	- Travel Clerk I	14.78
01532	- Travel Clerk II	15.97
01533	- Travel Clerk III	17.12
01611	- Word Processor I	14.36
01612	- Word Processor II	16.11
01613	- Word Processor III	18.03
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	22.19
05010	- Automotive Electrician	22.43
05040	- Automotive Glass Installer	22.00
05070	- Automotive Worker	22.00
05110	- Mobile Equipment Servicer	18.99
05130	- Motor Equipment Metal Mechanic	24.41
05160	- Motor Equipment Metal Worker	22.00
05190	- Motor Vehicle Mechanic	25.65
05220	- Motor Vehicle Mechanic Helper	17.39
05250	- Motor Vehicle Upholstery Worker	20.80
05280	- Motor Vehicle Wrecker	22.00
05310	- Painter, Automotive	23.19
05340	- Radiator Repair Specialist	22.00
05370	- Tire Repairer	13.78
05400	- Transmission Repair Specialist	24.37
07000	- Food Preparation And Service Occupations	
07010	- Baker	14.87
07041	- Cook I	13.17
07042	- Cook II	15.29
07070	- Dishwasher	12.05
07130	- Food Service Worker	11.14
07210	- Meat Cutter	18.70
07260	- Waiter/Waitress	12.01
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	17.41
09040	- Furniture Handler	11.71
09080	- Furniture Refinisher	19.15
09090	- Furniture Refinisher Helper	14.19
09110	- Furniture Repairer, Minor	16.63
09130	- Upholsterer	17.41
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	10.89
11060	- Elevator Operator	12.89
11090	- Gardener	16.40
11122	- Housekeeping Aide	14.00
11150	- Janitor	14.00
11210	- Laborer, Grounds Maintenance	13.55
11240	- Maid or Houseman	14.49
11260	- Pruner	12.13
11270	- Tractor Operator	16.43
11330	- Trail Maintenance Worker	13.55

11360 - Window Cleaner	15.25
12000 - Health Occupations	
12010 - Ambulance Driver	20.70
12011 - Breath Alcohol Technician	20.70
12012 - Certified Occupational Therapist Assistant	19.67
12015 - Certified Physical Therapist Assistant	18.41
12020 - Dental Assistant	14.80
12025 - Dental Hygienist	30.34
12030 - EKG Technician	26.02
12035 - Electroneurodiagnostic Technologist	26.02
12040 - Emergency Medical Technician	22.19
12071 - Licensed Practical Nurse I	18.51
12072 - Licensed Practical Nurse II	20.70
12073 - Licensed Practical Nurse III	23.09
12100 - Medical Assistant	14.83
12130 - Medical Laboratory Technician	19.74
12160 - Medical Record Clerk	17.82
12190 - Medical Record Technician	19.93
12195 - Medical Transcriptionist	19.74
12210 - Nuclear Medicine Technologist	31.72
12221 - Nursing Assistant I	11.39
12222 - Nursing Assistant II	12.81
12223 - Nursing Assistant III	13.98
12224 - Nursing Assistant IV	15.69
12235 - Optical Dispenser	20.03
12236 - Optical Technician	14.91
12250 - Pharmacy Technician	17.19
12280 - Phlebotomist	15.69
12305 - Radiologic Technologist	29.04
12311 - Registered Nurse I	29.29
12312 - Registered Nurse II	35.82
12313 - Registered Nurse II, Specialist	35.82
12314 - Registered Nurse III	43.34
12315 - Registered Nurse III, Anesthetist	43.34
12316 - Registered Nurse IV	51.94
12317 - Scheduler (Drug and Alcohol Testing)	25.66
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.61
13012 - Exhibits Specialist II	23.29
13013 - Exhibits Specialist III	28.49
13041 - Illustrator I	20.71
13042 - Illustrator II	25.67
13043 - Illustrator III	31.40
13047 - Librarian	28.71
13050 - Library Aide/Clerk	14.17
13054 - Library Information Technology Systems Administrator	21.89
13058 - Library Technician	17.36
13061 - Media Specialist I	15.86
13062 - Media Specialist II	17.74
13063 - Media Specialist III	19.78
13071 - Photographer I	14.00
13072 - Photographer II	16.54
13073 - Photographer III	19.61
13074 - Photographer IV	23.99
13075 - Photographer V	28.99
13110 - Video Teleconference Technician	20.30

14000 - Information Technology Occupations	
14041 - Computer Operator I	17.54
14042 - Computer Operator II	19.62
14043 - Computer Operator III	22.80
14044 - Computer Operator IV	24.81
14045 - Computer Operator V	27.45
14071 - Computer Programmer I	(see 1) 27.62
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	17.54
14160 - Personal Computer Support Technician	24.81
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.83
15020 - Aircrew Training Devices Instructor (Rated)	37.30
15030 - Air Crew Training Devices Instructor (Pilot)	43.09
15050 - Computer Based Training Specialist / Instructor	30.83
15060 - Educational Technologist	25.80
15070 - Flight Instructor (Pilot)	43.09
15080 - Graphic Artist	22.97
15090 - Technical Instructor	19.66
15095 - Technical Instructor/Course Developer	24.05
15110 - Test Proctor	19.47
15120 - Tutor	19.47
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.72
16030 - Counter Attendant	11.72
16040 - Dry Cleaner	14.51
16070 - Finisher, Flatwork, Machine	11.72
16090 - Presser, Hand	11.72
16110 - Presser, Machine, Drycleaning	11.72
16130 - Presser, Machine, Shirts	11.72
16160 - Presser, Machine, Wearing Apparel, Laundry	11.72
16190 - Sewing Machine Operator	15.45
16220 - Tailor	16.27
16250 - Washer, Machine	12.67
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	24.08
19040 - Tool And Die Maker	30.25
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	20.84
21030 - Material Coordinator	21.89
21040 - Material Expediter	21.89
21050 - Material Handling Laborer	16.89
21071 - Order Filler	13.51
21080 - Production Line Worker (Food Processing)	20.84
21110 - Shipping Packer	15.22
21130 - Shipping/Receiving Clerk	14.69
21140 - Store Worker I	13.23
21150 - Stock Clerk	18.58
21210 - Tools And Parts Attendant	20.84
21410 - Warehouse Specialist	20.84
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.74

23021 - Aircraft Mechanic I	27.03
23022 - Aircraft Mechanic II	28.74
23023 - Aircraft Mechanic III	30.43
23040 - Aircraft Mechanic Helper	19.51
23050 - Aircraft, Painter	25.27
23060 - Aircraft Servicer	22.63
23080 - Aircraft Worker	24.16
23110 - Appliance Mechanic	21.94
23120 - Bicycle Repairer	15.16
23125 - Cable Splicer	28.39
23130 - Carpenter, Maintenance	30.99
23140 - Carpet Layer	24.86
23160 - Electrician, Maintenance	28.25
23181 - Electronics Technician Maintenance I	26.83
23182 - Electronics Technician Maintenance II	28.69
23183 - Electronics Technician Maintenance III	30.56
23260 - Fabric Worker	20.95
23290 - Fire Alarm System Mechanic	23.46
23310 - Fire Extinguisher Repairer	19.40
23311 - Fuel Distribution System Mechanic	27.68
23312 - Fuel Distribution System Operator	21.58
23370 - General Maintenance Worker	18.45
23380 - Ground Support Equipment Mechanic	27.03
23381 - Ground Support Equipment Servicer	22.63
23382 - Ground Support Equipment Worker	24.16
23391 - Gunsmith I	19.40
23392 - Gunsmith II	22.51
23393 - Gunsmith III	25.64
23410 - Heating, Ventilation And Air-Conditioning Mechanic	24.07
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	25.52
23430 - Heavy Equipment Mechanic	28.29
23440 - Heavy Equipment Operator	34.11
23460 - Instrument Mechanic	29.96
23465 - Laboratory/Shelter Mechanic	24.07
23470 - Laborer	16.49
23510 - Locksmith	23.45
23530 - Machinery Maintenance Mechanic	24.70
23550 - Machinist, Maintenance	24.58
23580 - Maintenance Trades Helper	14.93
23591 - Metrology Technician I	29.96
23592 - Metrology Technician II	31.76
23593 - Metrology Technician III	33.49
23640 - Millwright	25.64
23710 - Office Appliance Repairer	21.56
23760 - Painter, Maintenance	25.29
23790 - Pipefitter, Maintenance	27.69
23810 - Plumber, Maintenance	25.71
23820 - Pneudraulic Systems Mechanic	25.64
23850 - Rigger	25.64
23870 - Scale Mechanic	22.51
23890 - Sheet-Metal Worker, Maintenance	28.46
23910 - Small Engine Mechanic	20.91
23931 - Telecommunications Mechanic I	27.52
23932 - Telecommunications Mechanic II	28.05
23950 - Telephone Lineman	24.18

23960 - Welder, Combination, Maintenance	25.04
23965 - Well Driller	25.14
23970 - Woodcraft Worker	25.64
23980 - Woodworker	17.67
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.62
24580 - Child Care Center Clerk	15.14
24610 - Chore Aide	11.40
24620 - Family Readiness And Support Services Coordinator	16.19
24630 - Homemaker	20.11
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.42
25040 - Sewage Plant Operator	21.94
25070 - Stationary Engineer	26.42
25190 - Ventilation Equipment Tender	19.25
25210 - Water Treatment Plant Operator	21.94
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18.69
27007 - Baggage Inspector	12.13
27008 - Corrections Officer	21.67
27010 - Court Security Officer	23.28
27030 - Detection Dog Handler	15.35
27040 - Detention Officer	21.67
27070 - Firefighter	23.69
27101 - Guard I	12.13
27102 - Guard II	15.35
27131 - Police Officer I	23.97
27132 - Police Officer II	26.64
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.47
28042 - Carnival Equipment Repairer	13.26
28043 - Carnival Equipment Worker	9.93
28210 - Gate Attendant/Gate Tender	15.40
28310 - Lifeguard	15.84
28350 - Park Attendant (Aide)	17.23
28510 - Recreation Aide/Health Facility Attendant	13.19
28515 - Recreation Specialist	21.44
28630 - Sports Official	13.72
28690 - Swimming Pool Operator	17.14
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	16.98
30022 - Archeological Technician II	19.43
30023 - Archeological Technician III	24.08
30030 - Cartographic Technician	24.08
30040 - Civil Engineering Technician	21.55
30061 - Drafter/CAD Operator I	16.86
30062 - Drafter/CAD Operator II	19.43
30063 - Drafter/CAD Operator III	21.67
30064 - Drafter/CAD Operator IV	26.66
30081 - Engineering Technician I	15.91
30082 - Engineering Technician II	18.64
30083 - Engineering Technician III	22.50
30084 - Engineering Technician IV	29.74

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: (Hawaii): \$1.69 per hour, or \$67.60 per week, or \$292.93 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 \$4.27 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, dyeing, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

\*\* UNIFORM ALLOWANCE \*\*

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

ATTACHMENT 0200000-03  
REFERENCES, INSTRUCTIONS, DIRECTIVES

<u>Reference</u>	<u>Title</u>
EM 385-1-1	U.S. Army Corps of Engineers Safety and Health Requirements
HAR 11-451	Hawaii Administrative Rules, State Contingency Plan
HRS, Chapter 396	Hawaii Revised Statutes (HRS), Hawaii Occupational Safety and Health (HIOSH)
P.L. 91-596	Occupational Safety and Health Act
29 CFR 1910	Occupational Safety and Health Standards
29 CFR 1910.120	Hazardous Waste Operations and Emergency Response
29 CFR 1925	Occupational Safety and Health Standards for Federal Service Contracts
29 CFR 1926	Occupational Safety and Health Regulations for Construction
40 CFR 302	Designation, Reportable Quantities, and Notification
40 CFR 355	Emergency Planning and Notification
NAVFAC 5252.245-9300	Government-furnished Property, Materials and Services
NAVFACINST 11013.40A	NAVFAC Partnering Policy
NAVFAC P-300, Chapter 22	Management of Civil Engineering Support Equipment
NAVSUP, P-538	Management of Materials Handling Equipment
29 CFR 1904	Accident record keeping and reporting requirements
ANSI	American National Standards Institute
ASME	American Society of Mechanical Engineers
ASSE	American Society of Safety Engineers
RCRA	Resource Conservation and Recovery Act
OPNAVINST 5090.1B	Environmental and Natural Resources Program Manual
	Clean Air Act Amendment of 1990, Section 608
AF Technical Order 36 1 191	Technical and Managerial Reference for Motor Vehicle Maintenance

ATTACHMENT 0200000-04  
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 (PRJ232)  
400 MARSHALL ROAD  
PEARL HARBOR, HAWAII 96860-3139

1. Below is a statement of performance under Contract N62478-\_\_\_\_\_

(Project Title) \_\_\_\_\_

The enclosure provides a breakdown of this statement of performance.

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

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

ATTACHMENT 0200000-05  
WORK ORDERING PROCEDURES

1. A Shop Repair Order (SRO) will be prepared by the Government to describe the equipment to be repaired, type of general repairs, and scope of work to be accomplished. The description of work on the SRO (prepared by the Government) will not show exact line items of repair. The Contractor shall use their experience in determining all the repairs necessary to accomplish the scope of work listed on the SRO.
2. Within 8 working hours after notification of vehicles being ready for inspection, coordinate with the Government to inspect the equipment. Provide a detailed written estimate (using the SRO form) within three working days (of the vehicle inspection) which include the price and lead time of materials, labor hours for equipment movement (if any), labor hours required to effect the repairs, and scheduled dates for accomplishment of all work described by the SRO. The written estimate completion date is for all the vehicles on the RFP for that potential Task Order. The Contractor shall note that the repair completion date shall not exceed the turnaround times as stated in Spec Item 2.3.2. of Annex 1700000.
3. Within 8 working hours after notification of acceptance of the estimate or negotiated agreement, pick-up the task order and copies of the SRO. The Contractor shall deliver the equipment from the Government's B-35 to the Contractor's shop. Exception: For equipment requiring commercial driver's license (e.g. buses), the Government will deliver the equipment to the Contractor's shop and return the equipment back to B-35 at the Government's site.
4. Complete repairs for all vehicles on the Task Order by the completion times specified in Spec Item 2.3.2 of Annex 1700000.
5. Return the equipment to the site designated for inspection/testing by the Government by the completion date specified on the task order. The return site is normally B-35.
6. Submit the invoice to the Contracting Officer after completion of the task order and delivery of equipment to the Government.
7. During performance of the work authorized, if additional work is required to that specified in the task order, or work specified on the task order is not necessary, immediately notify the Contracting Officer and request a decision prior to continuing the performance of that work. Continuation of work can only occur after all changes are verified, documented, and authorized by modification of the task order. If a vehicle requires additional work not originally on the Task Order, the completion time for that vehicle may be negotiated.
8. When components, subassemblies, assemblies, or equipment requires disassembly before an estimate for repairs can be prepared, prepare an estimate for the disassembly in accordance with paragraphs 2 and 3 above. When disassembly is ordered, prepare an additional estimate for repairs for damage found in accordance with paragraph 2 and subject to Government inspection before approval of further work. If no further work is required after disassembly or the entire component, subassembly, or assembly has to be replaced, dispose of all parts as directed by the Government.
9. Unsalvageable replaced materials and materials other than those described in paragraph 8, are the property of the Contractor. Dispose of in accordance with EPA regulations and State and local laws.



ATTACHMENT 0200000-07  
EXHIBIT LINE ITEM NUMBERS  
SOLICITATION/CONTRACT # N62478-16-R-2449  
EXHIBIT A - CLIN 9000

Line Item 0001 Base Period - NONRECURRING WORK

PROVIDE UNIT PRICES FOR NONRECURRING WORK

EXHIBIT LINE ITEMS (ELINS) A001 THROUGH A009

ELIN	CAC	SHORT DESCRIPTION	FULL DESCRIPTION	EST QTY	UNIT OF ISSUE	UNIT PRICE	TOTAL AMOUNT
A001		Body and Fender Repairs	Labor to perform repairs to both the interior and exterior of the equipment involving repair/replacement of sheet metal, body trim, bumpers, weather stripping, frames (including frame alignment), body appurtenances, wheel alignment, wood framing, and decking.	7,500	HR	\$	\$
A002		Fuel, Exhaust, Steering, Hydraulic, Pneumatic and Brake Systems Repair	Labor to repair fuel/exhaust/steering/pneumatic/hydraulic/brake systems and components.	500	HR	\$	\$
A003		Painting/ Marking	Labor to prepare interior, exterior, and hidden surfaces by cleaning, sanding, application of primer undercoatings, and paint finishes, to the original equipment paint or coating. Equipment interior and exterior surface markings consisting of, but are not limited to letters, numbers, and striping, to identify Government ownership, usage, or both, and decals of special significance to a particular user that is essential and identifies its purpose.	8,000	HR	\$	\$
A004		Engine and Drive Train Repair/Replacement	Labor to repair or replace engines, components, power train, electronic/electric systems, heating/cooling systems, ignition systems, instrumentation, transmission/drive train systems, and other hidden damages	450	HR	\$	\$
A005		Air Conditioning and Heating Systems Repairs	Labor to repair vehicle air conditioning and heating systems	380	HR	\$	\$
A006		Glass Replacement	Labor to repair/replace windshield, rear window, mirrors, and side glass. Also includes associated hardware, seals, decorative trim, and operating mechanisms.	180	HR	\$	\$
A007		Incidental Repairs	Labor to repair or replace engines, components, power train, fuel/exhaust systems, electronic/electric systems, heating/cooling systems, air condition/heating systems, brake systems, ignition systems, instrumentation, steering system, suspension system, transmission/drive train systems, wheels and tires, and other hidden damages.	300	HR	\$	\$
A008		Upholstery Repair/Replacement	Labor to repair, recover, or replace, arm rests, seats/seat covers, floor mats/carpets, headliners, dashboards, instruments, and visors.	350	HR	\$	\$
A009		Materials	Provide material necessary to complete the repairs.	120,000	DO	\$ 1.00	\$ 120,000.00
TOTAL NONRECURRING LINE ITEMS - A001 THROUGH A009							\$

ATTACHMENT 0200000-08  
EXHIBIT LINE ITEM NUMBERS  
SOLICITATION/CONTRACT # N62478-16-R-2449  
EXHIBIT B - CLIN 9001

Line Item 0002 1ST Option Period - NONRECURRING WORK

PROVIDE UNIT PRICES FOR NONRECURRING WORK

EXHIBIT LINE ITEMS (ELINS) B001 THROUGH B009

ELIN	CAC	SHORT DESCRIPTION	FULL DESCRIPTION	EST QTY	UNIT OF ISSUE	UNIT PRICE	TOTAL AMOUNT
B001		Body and Fender Repairs	Labor to perform repairs to both the interior and exterior of the equipment involving repair/replacement of sheet metal, body trim, bumpers, weather stripping, frames (including frame alignment), body appurtenances, wheel alignment, wood framing, and decking.	7,500	HR	\$	\$
B002		Fuel, Exhaust, Steering, Hydraulic, Pneumatic and Brake Systems Repair	Labor to repair fuel/exhaust/steering/pneumatic/hydraulic/brake systems and components.	500	HR	\$	\$
B003		Painting/ Marking	Labor to prepare interior, exterior, and hidden surfaces by cleaning, sanding, application of primer undercoatings, and paint finishes, to the original equipment paint or coating. Equipment interior and exterior surface markings consisting of, but are not limited to letters, numbers, and striping, to identify Government ownership, usage, or both, and decals of special significance to a particular user that is essential and identifies its purpose.	8,000	HR	\$	\$
B004		Engine and Drive Train Repair/Replacement	Labor to repair or replace engines, components, power train, electronic/electric systems, heating/cooling systems, ignition systems, instrumentation, transmission/drive train systems, and other hidden damages	450	HR	\$	\$
B005		Air Conditioning and Heating Systems Repairs	Labor to repair vehicle air conditioning and heating systems	380	HR	\$	\$
B006		Glass Replacement	Labor to repair/replace windshield, rear window, mirrors, and side glass. Also includes associated hardware, seals, decorative trim, and operating mechanisms.	180	HR	\$	\$
B007		Incidental Repairs	Labor to repair or replace engines, components, power train, fuel/exhaust systems, electronic/electric systems, heating/cooling systems, air condition/heating systems, brake systems, ignition systems, instrumentation, steering system, suspension system, transmission/drive train systems, wheels and tires, and other hidden damages.	300	HR	\$	\$
B008		Upholstery Repair/Replacement	Labor to repair, recover, or replace, arm rests, seats/seat covers, floor mats/carpets, headliners, dashboards, instruments, and visors.	350	HR	\$	\$
B009		Materials	Provide material necessary to complete the repairs.	120,000	DO	\$ 1.00	\$ 120,000.00
TOTAL NONRECURRING LINE ITEMS - B001 THROUGH B009							\$

ATTACHMENT 0200000-09  
EXHIBIT LINE ITEM NUMBERS  
SOLICITATION/CONTRACT # N62478-16-R-2449  
EXHIBIT C - CLIN 9002

Line Item 0003 2ND Option Period - NONRECURRING WORK

PROVIDE UNIT PRICES FOR NONRECURRING WORK

EXHIBIT LINE ITEMS (ELINS) C001 THROUGH C009

ELIN	CAC	SHORT DESCRIPTION	FULL DESCRIPTION	EST QTY	UNIT OF ISSUE	UNIT PRICE	TOTAL AMOUNT
C001		Body and Fender Repairs	Labor to perform repairs to both the interior and exterior of the equipment involving repair/replacement of sheet metal, body trim, bumpers, weather stripping, frames (including frame alignment), body appurtenances, wheel alignment, wood framing, and decking.	7,500	HR	\$	\$
C002		Fuel, Exhaust, Steering, Hydraulic, Pneumatic and Brake Systems Repair	Labor to repair fuel/exhaust/steering/pneumatic/hydraulic/brake systems and components.	500	HR	\$	\$
C003		Painting/ Marking	Labor to prepare interior, exterior, and hidden surfaces by cleaning, sanding, application of primer undercoatings, and paint finishes, to the original equipment paint or coating. Equipment interior and exterior surface markings consisting of, but are not limited to letters, numbers, and striping, to identify Government ownership, usage, or both, and decals of special significance to a particular user that is essential and identifies its purpose.	8,000	HR	\$	\$
C004		Engine and Drive Train Repair/Replacement	Labor to repair or replace engines, components, power train, electronic/electric systems, heating/cooling systems, ignition systems, instrumentation, transmission/drive train systems, and other hidden damages	450	HR	\$	\$
C005		Air Conditioning and Heating Systems Repairs	Labor to repair vehicle air conditioning and heating systems	380	HR	\$	\$
C006		Glass Replacement	Labor to repair/replace windshield, rear window, mirrors, and side glass. Also includes associated hardware, seals, decorative trim, and operating mechanisms.	180	HR	\$	\$
C007		Incidental Repairs	Labor to repair or replace engines, components, power train, fuel/exhaust systems, electronic/electric systems, heating/cooling systems, air condition/heating systems, brake systems, ignition systems, instrumentation, steering system, suspension system, transmission/drive train systems, wheels and tires, and other hidden damages.	300	HR	\$	\$
C008		Upholstery Repair/Replacement	Labor to repair, recover, or replace, arm rests, seats/seat covers, floor mats/carpets, headliners, dashboards, instruments, and visors.	350	HR	\$	\$
C009		Materials	Provide material necessary to complete the repairs.	120,000	DO	\$ 1.00	\$ 120,000.00
TOTAL NONRECURRING LINE ITEMS - C001 THROUGH C009							\$

ATTACHMENT 0200000-10  
EXHIBIT LINE ITEM NUMBERS  
SOLICITATION/CONTRACT # N62478-16-R-2449  
EXHIBIT D - CLIN 9003

Line Item 0004 3RD Option Period - NONRECURRING WORK

PROVIDE UNIT PRICES FOR NONRECURRING WORK

EXHIBIT LINE ITEMS (ELINS) D001 THROUGH D009

ELIN	CAC	SHORT DESCRIPTION	FULL DESCRIPTION	EST QTY	UNIT OF ISSUE	UNIT PRICE	TOTAL AMOUNT
D001		Body and Fender Repairs	Labor to perform repairs to both the interior and exterior of the equipment involving repair/replacement of sheet metal, body trim, bumpers, weather stripping, frames (including frame alignment), body appurtenances, wheel alignment, wood framing, and decking.	7,500	HR	\$	\$
D002		Fuel, Exhaust, Steering, Hydraulic, Pneumatic and Brake Systems Repair	Labor to repair fuel/exhaust/steering/pneumatic/hydraulic/brake systems and components.	500	HR	\$	\$
D003		Painting/ Marking	Labor to prepare interior, exterior, and hidden surfaces by cleaning, sanding, application of primer undercoatings, and paint finishes, to the original equipment paint or coating. Equipment interior and exterior surface markings consisting of, but are not limited to letters, numbers, and striping, to identify Government ownership, usage, or both, and decals of special significance to a particular user that is essential and identifies its purpose.	8,000	HR	\$	\$
D004		Engine and Drive Train Repair/Replacement	Labor to repair or replace engines, components, power train, electronic/electric systems, heating/cooling systems, ignition systems, instrumentation, transmission/drive train systems, and other hidden damages	450	HR	\$	\$
D005		Air Conditioning and Heating Systems Repairs	Labor to repair vehicle air conditioning and heating systems	380	HR	\$	\$
D006		Glass Replacement	Labor to repair/replace windshield, rear window, mirrors, and side glass. Also includes associated hardware, seals, decorative trim, and operating mechanisms.	180	HR	\$	\$
D007		Incidental Repairs	Labor to repair or replace engines, components, power train, fuel/exhaust systems, electronic/electric systems, heating/cooling systems, air condition/heating systems, brake systems, ignition systems, instrumentation, steering system, suspension system, transmission/drive train systems, wheels and tires, and other hidden damages.	300	HR	\$	\$
D008		Upholstery Repair/Replacement	Labor to repair, recover, or replace, arm rests, seats/seat covers, floor mats/carpets, headliners, dashboards, instruments, and visors.	350	HR	\$	\$
D009		Materials	Provide material necessary to complete the repairs.	120,000	DO	\$ 1.00	\$ 120,000.00
TOTAL NONRECURRING LINE ITEMS - D001 THROUGH D009							\$

ATTACHMENT 0200000-11  
EXHIBIT LINE ITEM NUMBERS  
SOLICITATION/CONTRACT # N62478-16-R-2449  
EXHIBIT D - CLIN 9004

Line Item 0005 4TH Option Period - NONRECURRING WORK

PROVIDE UNIT PRICES FOR NONRECURRING WORK

EXHIBIT LINE ITEMS (ELINS) E001 THROUGH E009

ELIN	CAC	SHORT DESCRIPTION	FULL DESCRIPTION	EST QTY	UNIT OF ISSUE	UNIT PRICE	TOTAL AMOUNT
E001		Body and Fender Repairs	Labor to perform repairs to both the interior and exterior of the equipment involving repair/replacement of sheet metal, body trim, bumpers, weather stripping, frames (including frame alignment), body appurtenances, wheel alignment, wood framing, and decking.	7,500	HR	\$	\$
E002		Fuel, Exhaust, Steering, Hydraulic, Pneumatic and Brake Systems Repair	Labor to repair fuel/exhaust/steering/pneumatic/hydraulic/brake systems and components.	500	HR	\$	\$
E003		Painting/ Marking	Labor to prepare interior, exterior, and hidden surfaces by cleaning, sanding, application of primer undercoatings, and paint finishes, to the original equipment paint or coating. Equipment interior and exterior surface markings consisting of, but are not limited to letters, numbers, and striping, to identify Government ownership, usage, or both, and decals of special significance to a particular user that is essential and identifies its purpose.	8,000	HR	\$	\$
E004		Engine and Drive Train Repair/Replacement	Labor to repair or replace engines, components, power train, electronic/electric systems, heating/cooling systems, ignition systems, instrumentation, transmission/drive train systems, and other hidden damages	450	HR	\$	\$
E005		Air Conditioning and Heating Systems Repairs	Labor to repair vehicle air conditioning and heating systems	380	HR	\$	\$
E006		Glass Replacement	Labor to repair/replace windshield, rear window, mirrors, and side glass. Also includes associated hardware, seals, decorative trim, and operating mechanisms.	180	HR	\$	\$
E007		Incidental Repairs	Labor to repair or replace engines, components, power train, fuel/exhaust systems, electronic/electric systems, heating/cooling systems, air condition/heating systems, brake systems, ignition systems, instrumentation, steering system, suspension system, transmission/drive train systems, wheels and tires, and other hidden damages.	300	HR	\$	\$
E008		Upholstery Repair/Replacement	Labor to repair, recover, or replace, arm rests, seats/seat covers, floor mats/carpets, headliners, dashboards, instruments, and visors.	350	HR	\$	\$
E009		Materials	Provide material necessary to complete the repairs.	120,000	DO	\$ 1.00	\$ 120,000.00
TOTAL NONRECURRING LINE ITEMS - E001 THROUGH E009							\$

- Initial Report
- Follow-up Report
- Final Report

**Contractor Significant Incident Report (CSIR)**

<b>1. General Information</b>		
<b>Contracting Activity/ROICC Office:</b>		
<b>Accident Classification:</b>		
<input type="checkbox"/> Injury <input type="checkbox"/> Fatality <input type="checkbox"/> Environment <input type="checkbox"/> Procedural Issues <input type="checkbox"/> Lessons Learned <input type="checkbox"/> Illness <input type="checkbox"/> Property Damage <input type="checkbox"/> Other _____		
<b>Involving:</b>		
<input type="checkbox"/> Confined Space <input type="checkbox"/> Equip/Mrt Ver/Mat Handling (Heavy Construction Equip.) <input checked="" type="checkbox"/> Hazardous Material <input type="checkbox"/> Crane and Rigging <input type="checkbox"/> Equip/Mrt Ver/Mat Handling (Material Handling) <input type="checkbox"/> Trenching/Excavation <input type="checkbox"/> Diving <input type="checkbox"/> Equip/Mrt Ver/Mat Handling (Man-Lift/Elevated Platform) <input type="checkbox"/> Waterfront/Marine Operations <input type="checkbox"/> Demolition/Renovation <input type="checkbox"/> Fall from Ladder <input type="checkbox"/> Fall from Scaffold <input type="checkbox"/> Other _____ <input type="checkbox"/> Electrical <input type="checkbox"/> Fall from Roof <input type="checkbox"/> Fire		
<b>2. Personal Information</b>		
<b>Name (Last, First, MI):</b>		<b>Age:</b>
<b>Job Title/Description:</b>		<b>Sex:</b>
<b>Employed By:</b>		<b>Was the person trained to perform this activity/task?</b>
<b>Supervisor Name (Last, First, MI) &amp; Title:</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>What type of training was received (OJT, classroom, etc)?</b>		<b>Date of the most recent formal training and topics discussed?</b>
<b>3. Witness Information</b>		
<b>Witness #1: Name (Last, First, MI):</b>		<b>Job Title/Description:</b>
<b>Employed By:</b>		<b>Supervisor Name (Last, First, MI):</b>
<b>Witness #2: Name (Last, First, MI):</b>		<b>Job Title/Description:</b>
<b>Employed By:</b>		<b>Supervisor Name (Last, First, MI):</b>
<b>Additional Witnesses:</b>		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
<i>(List any additional witnesses on a separate sheet and attach.)</i>		



**Direct Cause(s) of Accident:**

**Indirect Cause(s) of Accident:**

**Action(s) taken to prevent re-occurrence or provide on-going corrective actions:**

**Corrective Action Beginning Date:**

**Anticipated Completion Date:**

**Personal Protective Equipment:**

- Available and used       Available and not used       Not Required  
 Not related to Mishap       Wrong PPE for job

***List PPE Used:***

**Type of Construction Equipment (Make, Model, Serial #, VIN#) Involved:**

<b>Was Hazardous Material Spilled/Released?</b> <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> <i>Please List Hazardous Material(s) Involved:</i>		
<b>Who provided first aid or cleanup of mishap site?</b>		
<b>Any blood-borne pathogen exposure, other than EMTs?</b> <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>  <i>Who?</i>		
<b>List OSHA and EM-385-1-1 standards that were violated:</b>		
<b>Was site secured and witness statements taken immediately?</b> <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>  <i>By Whom?</i>		
<b>6. Injury Illness/Fatality Information</b>		
<b>Severity of Injury/Illness:</b>		
<input type="checkbox"/> Fatality <span style="margin-left: 150px;"><input type="checkbox"/> Lost Workday Case Involving Days Away From Work</span> <input type="checkbox"/> Temporary Disability <span style="margin-left: 150px;"><input type="checkbox"/> Recordable Workday Case Involving Restricted Duty</span> <input type="checkbox"/> Permanent Total Disability <span style="margin-left: 150px;"><input type="checkbox"/> Other Recordable Case</span> <span style="margin-left: 100px;"><input type="checkbox"/> Recordable First Aid Case</span> <input type="checkbox"/> Permanent Partial Disability <span style="margin-left: 150px;"><input type="checkbox"/> Non-Recordable Case</span> <span style="margin-left: 100px;"><input type="checkbox"/> No Injury</span>		
<b>Estimated Days Lost:</b>	<b>Estimated Days Hospitalized:</b>	<b>Estimated Days Restricted Duty:</b>
<b>List Primary Body Part Affected:</b>	<b>List Other Body Part(s) Affected:</b>	
<b>Nature of Injury/Illness for Primary Body Part (Examples: Amputation, Burn, Hernia):</b>		

Type of Accident (Examples: Fall same level, Lifting, Bitten, Exerted):

Source of Accident (Examples: Crane, Carbon Monoxide, Ladder, Welding Equipment):

**7. Causal Factors (Explain answers on supplementary sheet)**

• Design – Design of facility, workplace, or equipment was a factor?	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Inspection/Maintenance – Inspection & Maintenance procedures were a factor?	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Persons Physical Condition – In your opinion, the physical condition of the person was a factor?	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Operation Procedures – Operating procedures were a factor?	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Job Practices – One or more job safety/health practices not being followed when the accident occurred contributed to the accident?	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Human Factors – One or more human factors, such as a person’s size or strength contributed to the accident?	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Environmental Factors – Heat, cold, dust, sun, glare, etc., contributed to the accident?	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Chemical and Physical Agent Factors – Exposure to chemical agents, such as dust, fumes, mist, vapors, or physical agents such as noise, radiation, etc., contributed to the accident?	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Office Factors – Office setting such as lifting office furniture, carrying, stooping, contributed to the accident?	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Support Factors – Inappropriate tools/resources were provided to perform the task?	<input type="checkbox"/> Yes <input type="checkbox"/> No
• PPE – Improper selection, use or maintenance of PPE contributed to the accident?	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Drugs/Alcohol – In your opinion, were drugs or alcohol a factor?	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Job Hazard Analysis – The lack of an adequate (IAW-EM-385-1-1 Sec 01.A) activity hazard analysis was a contributing factor.	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Job Hazard Analysis – JHA was not site specific and/or did not address the type of work/operations performed when the mishap occurred.	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Management – A lack of adequate supervision contributed to the accident.	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Management – Inadequate information was provided at pre con meeting.	<input type="checkbox"/> Yes <input type="checkbox"/> No

<b>8. OSHA Information</b>			
Date OSHA was Notified:	<b>Date(s) of Investigation:</b>	<b>Date of citation:</b> <i>(Attach Copy)</i>	<b>Dollar amount of Penalties:</b>
<b>9. Report Preparer</b>			
<b>Name (Last, First, MI):</b>		<b>Date of Report:</b>	
<b>Title:</b>		<b>Signature:</b>	
<b>Employer:</b>			
<b>Phone #:</b>			

## CONTRACTOR SIGNIFICANT INCIDENT REPORT (CSIR) INSTRUCTIONS

### Complete Sections Appropriate to Incident (Rev. 06/02).

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

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

Mark the report:

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

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

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

### SECTION 1 – GENERAL INFORMATION

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

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

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

### SECTION 2 - PERSONAL INFORMATION

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

**AGE** - Enter age.

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

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

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

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

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

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

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

### SECTION 3 - WITNESS INFORMATION

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

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

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

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

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

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

### SECTION 4 - CONTRACTOR INFORMATION

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

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

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

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

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

2. Once you have chosen the Industrial Group, you now select the Industrial Type. You

have multiple choices under each Group, chose the one you feel fits the project most closely

because on most projects there won't be an exact match:

- a. Buildings:
  - (1) Communications Ctr.
  - (2) Dormitory/Hotel
  - (3) High-rise Office
  - (4) Hospital
  - (5) Housing
  - (6) Laboratory
  - (7) Low-rise Office
  - (8) Maintenance Facility
  - (9) Parking Garage
  - (10) Physical Fitness Ctr.
  - (11) Restaurant/Nightclub
  - (12) School
  - (13) Warehouse
- b. Heavy Industrial:
  - (1) Chemical Mfg.
  - (2) Electrical (Generating)
  - (3) Environmental
  - (4) Metals Refining/Processing
  - (5) Mining
  - (6) Natural Gas Processing
  - (7) Oil Exploration/Production
  - (8) Oil Refining
  - (9) Pulp and Paper

- c. Infrastructure:
  - (1) Airport
  - (2) Electrical Distribution
  - (3) Flood Control
  - (4) Highway
  - (5) Marine Facilities
  - (6) Navigation
  - (7) Rail
  - (8) Tunneling
  - (9) Water/Wastewater
- d. Light Industrial:
  - (1) Automotive Assembly/Mfg.
  - (2) Consumer Products Mfg.
  - (3) Foods
  - (4) Microelectronics Mfg.
  - (5) Office Products Mfg.
  - (6) Pharmaceuticals Mfg.

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

- (1) PRIME - Enter the exact name (title of firm), address, phone and fax numbers of the prime contractor.
- (2) SUBCONTRACTOR - Enter the exact name, address, phone and fax numbers of any subcontractor involved in the accident.

***SAFETY MANAGER’S NAME***

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

***INSURANCE CARRIER***

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

**SECTION 5 - ACCIDENT DESCRIPTION**

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

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

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

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

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

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

Examples for Direct and Indirect Cause:

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

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

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

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

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

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

**ACTION(S) TAKEN TO PREVENT RE-OCCURRENCE OR PROVIDE ON-GOING CORRECTIVE ACTIONS.** Fully describe all the actions taken, anticipated, and recommended to eliminate the cause(s) and prevent reoccurrence of similar accidents/illnesses. Continue on back or additional sheets of paper if necessary to fully explain and attach to the complete report form.

**CORRECTIVE ACTION DATES -**

(1) Beginning - Enter the date when the corrective action(s) identified above will begin.

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

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

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

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

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

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

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

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

## SECTION 6 - INJURY/ILLNESS/FATALITY INFORMATION

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

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

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

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

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

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

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

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

### TYPE OF INJURY/ILLNESS

STRUCK BY/AGAINST	CONTACTED CONTACTED WITH (INJURED PERSON MOVING) CONTACTED BY (OBJECT WAS MOVING)
FELL, SLIPPED, TRIPPED SAME LEVEL/DIFFERENT LEVEL/NO FALL	EXERTED LIFTED, STRAINED BY (SINGLE ACTION) STRESSED BY (REPEATED ACTION)
CAUGHT ON/IN/BETWEEN	EXPOSED INHALED/INGESTED/ABSORBED/EXPOSED TO
PUNCTURED, LACERATED PUNCTURED BY/CUT BY/STUNG BY/BITTEN BY	TRAVELING IN

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

## SOURCE OF INJURY/ILLNESS

<p>BUILDING OR WORKING AREA  WALKING/WORKING AREA  STAIRS/STEPS  LADDER  FURNITURE  BOILER/PRESSURE VESSEL  EQUIPMENT LAYOUT  WINDOWS/DOORS  ELECTRICITY</p>	<p>DUST, VAPOR, ETC.  DUST (SILICA, COAT, ETC.)  FIBERS  ASBESTOS  GASES  CARBON MONOXIDE  MIST, STEAM, VAPOR, FUME  WELDING FUMES  PARTICLES (UNIDENTIFIED)</p>
<p>ENVIRONMENT CONDITION  TEMPERATURE EXTREME (INDOOR)  WEATHER (ICE, RAIN, HEAT, ETC.)  <b>FIRE, FLAME, SMOTE (NOT  TABACCO)</b>    NOISE  RADIATION  LIGHT  VENTILATION  TOBACCO SMOKE  STRESS (EMOTIONAL)  CONFINED SPACE</p>	<p>CHEMICAL, PLASTIC, ETC.  DRY CHEMICAL - CORROSIVE  DRY CHEMICAL - TOXIC  DRY CHEMICAL - EXPLOSIVE  DRY CHEMICAL - FLAMMABLE  LIQUID CHEMICAL - CORROSIVE  LIQUID CHEMICAL - TOXIC  LIQUID CHEMICAL - EXPLOSIVE  LIQUID CHEMICAL - FLAMMABLE  PLASTIC  WATER  MEDICINE</p>
<p>MACHINE OR TOOL  HAND TOOL (POWERED: SAW, GRINDER, ETC.)  HAND TOOL (NON POWERED)  MECHANICAL POWER TRANSMISSION APPARATUS  GUARD, SHIELD (FIXED, MOVEABLE, INTERLOCK)  VIDEO DISPLAY TERMINAL  PUMP, COMPRESSOR, AIR PRESSURE TOOL  HEATING EQUIPMENT  WELDING EQUIPMENT</p>	<p>INANIMATE OBJECT  BOX, BARREL, ETC.  PAPER  METAL ITEM, MINERAL  NEEDLE  GLASS  SCRAP, TRASH, WOOD  FOOD  CLOTHING, APPAREL, SHOES</p>
<p>MACHINE OR TOOL  HAND TOOL (POWERED: SAW, GRINDER, ETC.)  HAND TOOL (NON POWERED)  MECHANICAL POWER TRANSMISSION APPARATUS  GUARD, SHIELD (FIXED, MOVEABLE, INTERLOCK)  VIDEO DISPLAY TERMINAL  PUMP, COMPRESSOR, AIR PRESSURE TOOL  HEATING EQUIPMENT  WELDING EQUIPMENT</p>	<p>INANIMATE OBJECT  BOX, BARREL, ETC.  PAPER  METAL ITEM, MINERAL  NEEDLE  GLASS  SCRAP, TRASH, WOOD  FOOD  CLOTHING, APPAREL, SHOES</p>
<p>VEHICLE  AS DRIVER OF PRIVATELY OWNED, RENTAL VEH.  AS PASSENGER OF PRIVATELY OWNED, RENTAL VEH.  DRIVER OF GOVERNMENT VEHICLE  PASSENGER OF GOVERNMENT VEHICLE  COMMON CARRIER (AIRLINE, BUS, ETC.)  AIRCRAFT (NOT COMMERCIAL)  BOAT, SHIP, BARGE</p>	<p>ANIMATE OBJECT  DOG  OTHER ANIMAL  PLANT  INSECT  HUMAN (VIOLENCE)  HUMAN (COMMUNICABLE DISEASE)  BACTERIA, VIRUS (NOT HUMAN CONTACT)</p>
<p>MATERIAL HANDLING EQUIPMENT  EARTHMOVER (TRACTOR, BACKHOE, ETC.)  CONVEYOR (FOR MATERIAL AND EQUIPMENT)  ELEVATOR, ESCALATOR, PERSONNEL HOIST  HOIST, SLING CHAIN, JACK  CRANE  FORKLIFT  HANDTRUCK, DOLLY</p>	<p>PERSONAL PROTECTIVE EQUIPMENT  PROTECTIVE CLOTHING, SHOES, GLASSES,  GOGGLES  RESPIRATOR, MASK  DIVING EQUIPMENT  SAFETY BELT, HARNESS  PARACHUTE</p>

## SECTION 7 - CAUSAL FACTORS

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

- (1) **DESIGN** - Did inadequacies associated with the building or work site play a role? Would an improved design or layout of the equipment or facilities reduce the likelihood of similar accidents? Were the tools or other equipment designed and intended for the task at hand?
- (2) **INSPECTION/MAINTENANCE** - Did inadequately or improperly maintained equipment, tools, workplace, etc., create or worsen any hazards that contributed to the accident? Would better equipment, facility, work site or work activity inspections have helped avoid the accident?
- (3) **PERSONS PHYSICAL CONDITION** - Do you feel that the accident would probably not have occurred if the employee was in "good" physical condition? If the person involved in the accident had been in better physical condition, would the accident have been less severe or avoided altogether? Was overexertion a factor?
- (4) **OPERATION PROCEDURES** - Did lack of or inadequacy within established operating procedures contribute to the accident? Did any aspect of the procedures introduce any hazard to, or increase the risk associated with the work process? Would establishment or improvement of operating procedures reduce the likelihood of similar accidents?
- (5) **JOB PRACTICES** - Were any of the provision of the Safety and Health Requirements Manual (EM 385-1-1) violated? Was the task being accomplished in a manner which was not in compliance with an established job hazard analysis or activity hazard analysis? Did any established job practice (including EM 385-1-1) fail to adequately address the task or work process? Would better job practices improve the safety of the task?
- (6) **HUMAN FACTORS** - Was the person under undue stress (either internal or external to the job)? Did the task tend toward overloading the capabilities of the person: i.e., did the job require tracking and reacting to many external inputs such as displays, alarms, or signals? Did the arrangement of the workplace tend to interfere with efficient task performance? Did the task require reach strengths, endurance, agility, etc., at or beyond the capabilities of the employee? Was the work environment ill-adapted to the person? Did the person need more training, experience, or practice in doing the task? Was the person inadequately rested to perform safely?
- (7) **ENVIRONMENTAL FACTORS** - Did any factors such as moisture, humidity, rain, snow, sleet, hail, ice, fog, cold, heat, sun temperature changes, wind, tides, floods, currents, terrain; dust, mud, glare, pressure changes, lighting, etc., play a part in the accident?
- (8) **CHEMICAL AND PHYSICAL AGENT FACTORS** - Did exposure to chemical agents (either single shift exposure or long-term exposure such as dusts, fibers, (asbestos, etc.), silica, gases (carbon, monoxide, chlorine, etc.), mists, steam, vapors, fumes, smoke, other particulates, liquid or dry chemicals that are corrosive, toxic, explosive or flammable, by-products of combustion or physical agents such as noise, ionizing radiation, non-ionizing radiation (UV radiation created during welding, etc.) contribute to the accident/incident?
- (9) **OFFICE FACTORS** - Did the fact that the accident occurred in an office setting or to an office worker have a bearing on its cause? For example, office workers tend to have less experience and training in performing tasks such as lifting office furniture. Did physical hazards within the office environment contribute to the hazard?
- (10) **SUPPORT FACTORS** - Was the person using an improper tool for the job? Was inadequate time available or utilized to safely accomplish the task? Were less than adequate personnel resources (in terms of employee skills, number of workers, and adequate supervision) available to get the job done properly? Was funding available, utilized and adequate to provide proper tools, equipment, personnel, site preparation, etc.
- (11) **PERSONAL PROTECTIVE EQUIPMENT** - Did the person fail to use appropriate personal protective equipment (gloves, eye protection, hard-toed shoes, respirator, etc) for the task or environment? Did protective equipment provided or worn fail to provide adequate protection from the hazard(s)? Did lack of or inadequate maintenance of protective gear contribute to the accident?
- (12) **DRUGS/ALCOHOL** - Is there any reason to believe the person's mental or physical capabilities, judgment, etc., were impaired or altered by the use of drugs or alcohol? Consider the effects of prescription medicine and over the counter medications as well as illicit drug use. Consider the effect of drug or alcohol induced "hangovers".
- (13) **JOB/ACTIVITY HAZARD ANALYSIS** - Was a written Job/Activity Analysis completed for the task being performed at the time of the accident? If one was made, did it address the hazard adequately or does it need to be updated? If none made, will one be made? These may also need to be addressed in the Corrective Actions Taken section. Mark the appropriate box. If one was made, attach a copy of the analysis to the report.
- (14) **MANAGEMENT** - Did the lack of supervisor or management support play a part in the mishap? Mark the appropriate box.

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

### SECTION 9 - REPORT PREPARER

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

ATTACHMENT 0200000-13  
DELIVERIES OR PERFORMANCE

DELIVERABLES						
Annex/Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000/ 2.3.4	N/A	Permits and Licenses	Before work commences and as requested by the KO.	KO	1	As specified
0200000/ 2.3.5	N/A	Certificate of Insurance	Within 15 calendar days after award.	KO	1	As specified
0200000/ 2.6.2	N/A	Work Status Report (Written)	Within two hours of inquiry or by 0800 the following workday for inquiries made after regular working hours	KO	1	As specified
0200000/ 2.6.7.1	N/A	Quality Management Plan	Within 15 calendar days after award and within seven calendar days of changes.	KO PAR	2	As specified
0200000/ 2.6.7.3	N/A	Quality Inspection and Surveillance Report	First work day of each month with invoice package.	KO PAR	2	Monthly
0200000/ 2.7.1	N/A	List of Key Personnel and Qualifications	Within 15 calendar days after award.	KO PAR	2	As specified
0200000/ 2.7.1	N/A	Organizational Chart	Within 15 calendar days after award.	KO PAR	2	As specified
0200000/ 2.8.1	N/A	Employee List	Within 15 calendar days after award and within seven calendar days of changes.	KO PAR	2	As specified
0200000/ 2.9.1	N/A	Accident Prevention Plan	Within 15 calendar days after award and within seven calendar days of changes.	KO PAR	2	As specified
0200000/ 2.9.2	N/A	Activity Hazard Analysis (AHA)	Within 15 calendar days after award and within seven calendar days of changes.	KO PAR	2	As specified
0200000/ 2.9.4	0200000-13	Navy Contractor Significant Incident Report	Within one calendar day of accident.	KO PAR	2	As specified

DELIVERABLES						
Annex/Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000/ 2.9.4.1	0200000-13	Initial Accident Reporting Notification Report	Immediately after that an accident or near miss.	KO PAR	2	As specified
0200000/ 2.9.4.1	0200000-13	Follow-on Accident Reporting Notification Report	Close of business the day of the accident, or if the accident occurs after hours, at start of business the following morning.	KO PAR	2	As specified
0200000/ 2.9.4.1	0200000-13	Final Accident Reporting Notification Report	Within 24 hours after completing the investigation of the accident.	KO PAR	2	As specified
0200000/ 2.9.6	N/A	On-Site Labor Report	Fifth day of each month.	KO PAR	2	As specified
0200000/ 2.9.7	N/A	OSHA Citations and Violations Corrective Action Report	Within 48 hours after receiving a citation.	KO PAR	2	As specified
0200000/ 2.9.9	N/A	Safety Certifications	Prior to start of work and as old certifications expire.	KO PAR	2	As specified
0200000/ 2.9.11	0200000-14	Contractor Safety Self-Evaluation Checklist	Submit with invoice.	KO PAR	2	Monthly
0200000/ 2.10.1.1	N/A	Water Conservation Plan	Within 15 calendar days after award and for changes.	KO PAR	2	As specified
0200000/ 2.10.2.10	N/A	Reporting – All spills On Government Property	Immediate verbal response and written report within 24 hours of KO’s request.	KO PAR	2	As specified
0200000/ 2.10.2.11	N/A	Reporting – EPA and State “Reportable” Spills – Initial Voice Contact	Immediate verbal response to cognizant agencies and KO.	KO PAR	2	As specified
0200000/ 2.10.2.12	N/A	Reporting – EPA and State “Reportable” Spills – Written Follow-up Report	No later than 5 working days after the initial voice contact report.	KO PAR	2	As specified

DELIVERABLES						
Annex/Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000/ 2.10.2.13	N/A	Reporting – All Spills Off Government Property	Immediately	KO PAR	2	As specified
0200000/ 2.10.3	N/A	Sustainable Procurement and Practices Plan	Within 15 calendar days after award.	KO	1	As specified
0200000/ 2.10.3	N/A	Sustainable Delivery of Services Report	Within five calendar days after each contract period.	KO	1	Annually

**DELIVERABLES FORM PREPARATION INSTRUCTIONS**

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

FORM ATTACHMENT NO.: N/A

GOVERNMENT ACCEPTANCE 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.

**DELIVERABLES FORM PREPARATION INSTRUCTIONS**

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

FORM ATTACHMENT NO.: N/A

GOVERNMENT ACCEPTANCE REQUIRED: YES   NO

MEDIA: HARD COPY   ELECTRONIC DIRECT SYSTEM INPUT

**INSTRUCTIONS:**

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

**DELIVERABLES FORM PREPARATION INSTRUCTIONS**

Deliverable Title: **0200000/2.6.2 - Work Status Report (Written)**

Form Attachment No.: N/A

Government ACCEPTANCE Required:    Yes      **X** No

Media:       Hard Copy      **X** Electronic         Direct System Input

Instructions:

1. The report shall be prepared using Microsoft Office ® software.
2. Upon request by KO, provide a verbal Work Status Report within two hours of the inquiry during regular working hours, and by 0800 the following workday for inquiries after regular working hours.
3. Follow-up with a written Work Status Report to KO for documentation.

**DELIVERABLES FORM PREPARATION INSTRUCTIONS**

DELIVERABLE TITLE: **0200000/2.6.7.1 - Quality Management (QM) Plan**

FORM ATTACHMENT NO.: N/A

GOVERNMENT ACCEPTANCE REQUIRED: YES                     NO

MEDIA:     HARD COPY                                     ELECTRONIC                    DIRECT SYSTEM INPUT

**INSTRUCTIONS:**

1. The purpose of the QM Plan is to describe the QMS methodology and approach incorporating both Quality Control (QC) and Quality Assurance (QA) elements.
2. The QC component will include, but not limited to:
  - a. Contractor's production procedures and work processes
  - b. Quality checks conducted during production
  - c. Methodology to adjust processes as indicated by the quality checks
3. The QA component will include the evaluation approach and techniques to be used to determine whether the service or product meets the contract performance objectives and standards.
4. Submit QM Plan to KO within 15 calendar days after contract award. Provide a revised plan within seven calendar days after a change to the plan is made.
5. The plan shall be prepared using the latest Microsoft Office Word® or Excel® software.

**DELIVERABLES FORM PREPARATION INSTRUCTIONS**

DELIVERABLE TITLE: **0200000/2.6.7.3 - Quality Inspection and Surveillance Report**

FORM ATTACHMENT NO.: N/A

GOVERNMENT ACCEPTANCE REQUIRED: YES                      X NO

MEDIA:            HARD COPY                                      X ELECTRONIC                      DIRECT SYSTEM INPUT

**INSTRUCTIONS:**

1. The inspection report can be prepared using Microsoft Office® software.
2. The purpose of this requirement to ensure that work performed conforms to the contract requirements.
3. The file shall include, but not be limited to:
  - a. All scheduled and performed QC inspections
  - b. Dates of inspections
  - c. Inspection results
  - d. Corrective and preventive actions taken
4. Complete file shall be turned over to the KO within 5 calendar days of completion/termination of contract.

**DELIVERABLES FORM PREPARATION INSTRUCTIONS**

DELIVERABLE TITLE: **0200000/2.7.1 - List of Key Personnel & Organizational Chart**

FORM ATTACHMENT NO.: N/A

GOVERNMENT ACCEPTANCE REQUIRED:      YES              X NO

MEDIA:      HARD COPY                      X ELECTRONIC              DIRECT SYSTEM INPUT

**INSTRUCTIONS:**

1. The purpose of this requirement to review the qualifications of key personnel and authority within the organization
2. Personnel list shall include, but not be limited to, information on all key personnel, including:
  - a. Names
  - b. Position titles
  - c. Qualifications
3. Organizational Chart shall list all key personnel and employees performing under this contract.
4. Report can be prepared using Microsoft Office® software. The Government requires no special format for submission; industry standard is acceptable.
5. Submit list of key personnel and organizational chart to KO within 15 days after contract award and as changes in personnel occur.

**DELIVERABLES FORM PREPARATION INSTRUCTIONS**

DELIVERABLE TITLE: **0200000/2.8.1 - Employee Listing**

FORM ATTACHMENT NO.: N/A

GOVERNMENT ACCEPTANCE REQUIRED: YES                    X NO

MEDIA:            HARD COPY                                    X ELECTRONIC                    DIRECT SYSTEM INPUT

INSTRUCTIONS:

1. The report shall be prepared using the latest Microsoft Office® software. Contractor determined format.
2. The purpose of this requirement is to account for all employees performing services in this contract.
3. Employee listing and organization chart shall include, but not be limited to, information on all Contractor and subcontractor personnel. Include the following:
  - a. Names
  - b. Position titles
  - c. Identification numbers
4. Provide an updated listing and/or chart to KO within five (5) calendar days after a change is made to the listing and/or chart.

**DELIVERABLES FORM PREPARATION INSTRUCTIONS**

DELIVERABLE TITLE: **0200000/2.9.1 - Accident Prevention Plan (APP)**

FORM ATTACHMENT NO.: N/A

GOVERNMENT ACCEPTANCE REQUIRED:  YES       NO

MEDIA:       HARD COPY                       ELECTRONIC      DIRECT SYSTEM INPUT

**INSTRUCTIONS:**

1. The plan shall be prepared using the latest Microsoft Office® software.
2. The purpose of this plan is to ensure the contractor has a well organized and thorough Safety Program.
3. Contractor shall follow the format and cover all topics as delineated in Appendix A of EM-385-1-1. The APP shall include Hazard Specific Safety Plans for areas such as but not limited to Drug Abuse Prevention, Confined Space, Emergency Response, Fire Prevention, Hazardous Energy Control, Health Hazard Control & Communication, Layout, Lead Compliance and Respiratory Protection. The Contractor should note in the APP which areas are not covered and the reasons such as no demolition, abrasive blasting, etc., shall be done by the Contractor since the Contractor does not expect to engage in such activities and so on.
4. Submit APP to the KO within 15 days after contract award and within 15 days after modification due to change in work conditions, hazards or activities have occurred.

**DELIVERABLES FORM PREPARATION INSTRUCTIONS**

DELIVERABLE TITLE: **0200000/2.9.2 - Activity Hazard Analysis (AHA)**

FORM ATTACHMENT NO.: N/A

GOVERNMENT ACCEPTANCE REQUIRED:  YES       NO

MEDIA:             HARD COPY             ELECTRONIC            DIRECT SYSTEM INPUT

**INSTRUCTIONS:**

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

**DELIVERABLES FORM PREPARATION INSTRUCTIONS**

DELIVERABLE TITLE: **0200000/2.9.4 - Contractor Significant Incident Report (CSIR)**

FORM ATTACHMENT NO.: 0200000-12

GOVERNMENT ACCEPTANCE REQUIRED:    YES         NO

MEDIA:                    HARD COPY                     ELECTRONIC                    DIRECT SYSTEM INPUT

**INSTRUCTIONS:**

1. The purpose of this report is to document significant incidents such as damages, accidents, mishaps, and near misses.
2. At a minimum, the report shall include the following:
  - General information (e.g., accident classification, accident involving)
  - Personal information (e.g., Name of person involved, etc.)
  - Witness information (e.g., Name of witness involved, etc.)
  - Contract information (e.g., Name of contract, etc.)
  - Accident description (e.g., Date/Time/Location of accident, details of accident, action taken to prevent re-occurrence, etc.)
  - Injury/Illness/Fatality information (e.g., Severity of injury/illness, etc.)
  - Estimated damage cost (for property, material or supply damage)
3. See Attachment 0200000-12, Contractor Significant Incident Report (CSIR) for form and additional instructions.

**DELIVERABLES FORM PREPARATION INSTRUCTIONS**

DELIVERABLE TITLE: **0200000/2.9.6 - Monthly On-Site Labor Report**

FORM ATTACHMENT NO.: N/A

GOVERNMENT ACCEPTANCE REQUIRED: YES                    X NO

MEDIA:                    HARD COPY                    X ELECTRONIC                    DIRECT SYSTEM INPUT

INSTRUCTIONS:

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

**DELIVERABLES FORM PREPARATION INSTRUCTIONS**

DELIVERABLE TITLE: **0200000/2.9.7 – OSHA Citations & Violations Corrective Action Report**

FORM ATTACHMENT NO.: N/A

GOVERNMENT ACCEPTANCE REQUIRED: YES                     NO

MEDIA:                    HARD COPY                     ELECTRONIC                    DIRECT SYSTEM INPUT

INSTRUCTIONS:

1. The report shall be prepared using the latest Microsoft Office Word® or Excel® software.
2. The purpose of this report is to notify the Government of OSHA citations and corrective actions taken.
3. Submit a copy via email to recipients on the distribution list for Government review and comment.

**DELIVERABLES FORM PREPARATION INSTRUCTIONS**

DELIVERABLE TITLE: **0200000/2.9.9 – Safety Certification**

FORM ATTACHMENT NO.: N/A

GOVERNMENT ACCEPTANCE REQUIRED: YES                    X NO

MEDIA:                    HARD COPY                    X ELECTRONIC                    DIRECT SYSTEM INPUT

INSTRUCTIONS:

1. Use industry accepted format.
2. This requirement validates Contractor's safety certificate.
3. Provide safety certificate to KO within 5 days of contract award and when certificate expires.

**DELIVERABLES FORM PREPARATION INSTRUCTIONS**

Deliverable Title: **0200000/2.9.10 – Contractor Safety Self-Evaluation Checklist**

Form Attachment No.: 0200000-14

Government ACCEPTANCE Required: Yes  No

Media:  Hard Copy  Electronic  Direct System Input

Instructions:

1. The purpose for this checklist is to assist the contractor with its safety requirements.
2. Submit checklist with invoice.
3. Send copies to KO and PAR.

**DELIVERABLES FORM PREPARATION INSTRUCTIONS**

Deliverable Title: **0200000/2.10.1.1 – Water Conservation Plan**

Form Attachment No.: N/A

Government ACCEPTANCE Required:    Yes                     No

Media:     Hard Copy     Electronic     Direct System Input

Instructions:

1. The report shall be prepared using Microsoft Office® software.
2. The purpose of this requirement is to provide the Government with the Contractor’s plan for conserving water during the performance of this contract.
3. Submit plan to the KO within 15 days after contract award and after modification due to change in work conditions, hazards or activities have occurred.

**DELIVERABLES FORM PREPARATION INSTRUCTIONS**

Deliverable Title: **0200000/2.10.2.4.2 – Reporting – All Spills on Government Property**

Form Attachment No.: N/A

Government ACCEPTANCE Required: Yes  No

Media:  Hard Copy  Electronic  Direct System Input

Instructions:

1. The report shall be prepared using Microsoft Office ® software.
2. The purpose for this report is to document all spills on Government property.
3. At a minimum, provide the following information:
  - a. Description of item spilled including identity, quantity, manifest number, etc.;
  - b. Whether quantity spilled is EPA or State reportable;
  - c. Exact date, time, and location of spill including a description of the area involved (e.g. building number, street name);
  - d. Containment procedures initiated;
  - e. Description of cleanup procedures employed or to be employed at the site including the following:
    - 1) Pre-cleanup sampling data and methodology to establish spill boundaries;
    - 2) A description of the solid surfaces cleaned;
    - 3) The approximate depth of excavation and amount of soil or other material removed;
    - 4) Description of disposal method for contaminated spill material and equipment (e.g. contaminated soil, booms, etc.); and
    - 5) Post-cleanup verification sampling data and a brief description of the sampling methodology and techniques used.
4. Injuries to Contractor personnel.
5. Submit written reports to KO within 24 hours of request.

**DELIVERABLES FORM PREPARATION INSTRUCTIONS**

Deliverable Title: **0200000/2.10.2.4.3 – Reporting – EPA and State “Reportable” Spills – Initial Voice Contact**

Form Attachment No.: N/A

Government ACCEPTANCE Required: Yes  No

Media:  Hard Copy  Electronic  Direct System Input

Instructions:

1. The report shall be prepared using Microsoft Office ® software.
2. The purpose for this report is to verbally notify the KO of action taken immediately following a spill.
3. Upon completion of the initial contact to cognizant agencies, notify the KO with the following information:
  - a. Spill information as required by Spec Item 2.10.2.4.3;
  - b. A list of all cognizant agencies contacted, with names and telephone numbers of personnel contacted; and
  - c. Any other information provided to cognizant agencies, which may have differed or is in addition to information required above. Ensure all information provided to the KO is consistent with the information provided to the cognizant agencies

**DELIVERABLES FORM PREPARATION INSTRUCTIONS**

Deliverable Title: **0200000/2.10.2.4.4 – Reporting – EPA and State “Reportable” Spills – Written Follow-Up Report**

Form Attachment No.: N/A

Government ACCEPTANCE Required: Yes  No

Media:  Hard Copy  Electronic  Direct System Input

Instructions:

1. The report shall be prepared using Microsoft Office ® software.
2. The purpose for this is to report actions taken.
3. Submit to KO no later than five working days after initial voice contact report.
4. The written report shall include the following as a minimum:
  - a. Spill information as required by Spec Item 2.10.2.4.4, initial voice contact report;
  - b. Clean up measures taken; and
  - c. Completion date of clean-up.

**DELIVERABLES FORM PREPARATION INSTRUCTIONS**

Deliverable Title: **0200000/2.10.2.4.5 – Reporting – All Spills Off Government Property**

Form Attachment No.: N/A

Government ACCEPTANCE Required: Yes  No

Media:  Hard Copy  Electronic  Direct System Input

Instructions:

1. The report shall be prepared using Microsoft Office ® software.
2. Submit report to KO immediately.

**DELIVERABLES FORM PREPARATION INSTRUCTIONS**

DELIVERABLE TITLE: **0200000/2.10.3 - Sustainable Procurement and Practices Plan & Sustainable Delivery Services Report**

FORM ATTACHMENT NO.: N/A

GOVERNMENT ACCEPTANCE REQUIRED: YES            X NO

MEDIA:                HARD COPY                      X   ELECTRONIC            DIRECT SYSTEM INPUT

**INSTRUCTIONS:**

1. The Plan and Report shall be prepared using the latest Microsoft Office Word® or Excel® software. The Government requires no special format for submission. Industry standard is acceptable.
2. The purpose of this requirement is to identify how the Contractor will comply with all federal and local environmental laws and regulations.
3. The Plan shall cover areas such as but is not limited to Recycled contents products, Energy/Water efficiency, Alternate Fuels and Alternate Fuel Vehicles, Bio-Based Products, Non-Ozone Depleting Products, Environmental Preferred Products and Services and Low/Non-Toxic and Hazardous Materials.
4. Submit to the KO within 15 days after contract award. Thereafter, a Sustainable Delivery Services Report shall be submitted annually.

**DELIVERABLES FORM PREPARATION INSTRUCTIONS**

Deliverable Title: **0200000/2.10.3.2 – Recovered Material Certification**

Form Attachment No.: N/A

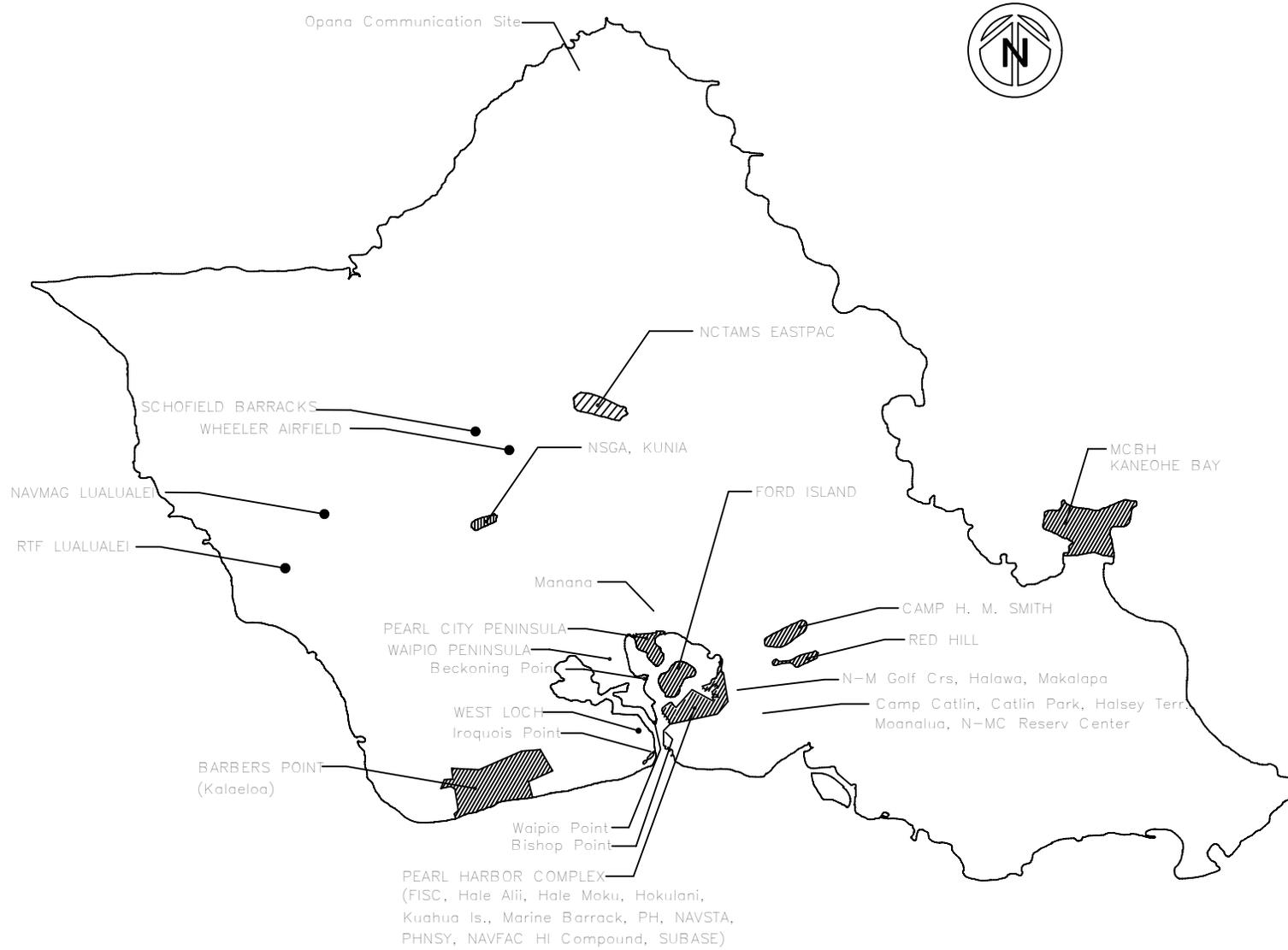
Government ACCEPTANCE Required: Yes  No

Media:  Hard Copy  Electronic  Direct System Input

Instructions:

1. The purpose of this requirement is to certify when a product containing recovered materials is equal to or better than the original and could be used for this contract.
2. All changes of products shall be accepted by the KO before it is used.

# SITE MAP - OAHU



# ATTACHMENT 1 SERVICES, INFORMATION TECHNOLOGY, AND OPERATIONS SUPPORT CPAR FORM

FOR OFFICIAL USE ONLY (When Filled In)

<b>CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR) -</b>										<b>SERVICES INFORMATION TECHNOLOGY OPERATIONS SUPPORT</b>													
<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. <b>CONTRACT TYPE</b>																							
	FFP			FPI			FPR			CPFF			CPIF			CPAF			MIXED			OTHER	
15. KEY SUBCONTRACTORS AND DESCRIPTION OF EFFORT PERFORMED																							
16. PROGRAM TITLE AND PHASE OF ACQUISITION (If applicable)																							
17. CONTRACT EFFORT DESCRIPTION (Highlight key components, technologies and requirements; key milestone events and major modifications to contract during this period.)																							
										<b>CURRENT RATING</b>													
18. EVALUATE THE FOLLOWING AREAS										PAST Rating	Unsatisfactory	Marginal	Satisfactory	Very Good	Exceptional	N/A							
a. QUALITY OF PRODUCT OR SERVICE																							
b. SCHEDULE																							
c. COST CONTROL																							
d. BUSINESS RELATIONS																							
e. MANAGEMENT OF KEY PERSONNEL *																							
f. OTHER AREAS																							
(1)																							
(2)																							

FOR OFFICIAL USE ONLY (When Filled In)

\* Not applicable to Operations Support

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

FOR OFFICIAL USE ONLY (When Filled In)

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

FOR OFFICIAL USE ONLY (When Filled In)



ATTACHMENT A  
CORPORATE EXPERIENCE LIST

<b>Prime Contractor's or Subcontractor's name:</b>				
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 Manager) your firm proposes for this contract.								
Key Personnel's Name:								
Proposed position if awarded this contract:								
Work Experience:								
				Was Transportation Equipment Repair work included in this contract? Please indicate "Yes" or "No"	If "Yes" to prior column, include annual dollar value of Transportation Equipment Repair work. Show body repairs and major component repairs separately.	<b>(Complete this column only if position held did not apply to entire contract.)</b> 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
Company Name	Position Held	Contract No.	Title of Contract/Description of Work					
Examples:								
ABC Co.	Project Manager	N62742-00-D-9999	Military Family Housing Maintenance Services	Yes	\$ 1,000,000.00	Grounds Maintenance and Tree Trimming Services, 25% of annual contract value or \$250,000.00	3/1/03 - 12/31/03	9 months
DEF Co.	Quality Manager	N62742-00-D-1000	Grounds Maintenance and Tree Trimming Services, Various Areas, Oahu, H I	Yes	\$ 300,000.00	N/A	1/1/00 - 12/31/00	1 year

**ATTACHMENT C**

**NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)**

**CONTRACT INFORMATION (Contractor to complete Blocks 1-4)**

**1. Contractor Information**

Firm Name: \_\_\_\_\_ CAGE Code: \_\_\_\_\_  
Address: \_\_\_\_\_ DUNs Number: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

**2. Work Performed as:**       Prime Contractor     Sub Contractor     Joint Venture     Other (Explain)

Percent of project work performed: \_\_\_\_\_  
If subcontractor, who was the prime (Name/Phone #): \_\_\_\_\_

**3. Contract Information**

Contract Number: \_\_\_\_\_  
Delivery/Task Order Number (if applicable): \_\_\_\_\_  
Contract Type:     Firm Fixed Price     Cost Reimbursement     Other (Please specify): \_\_\_\_\_  
Contract Title: \_\_\_\_\_  
Contract Location: \_\_\_\_\_

Award Date (mm/dd/yy): \_\_\_\_\_  
Contract Completion Date (mm/dd/yy): \_\_\_\_\_  
Actual Completion Date (mm/dd/yy): \_\_\_\_\_  
Explain Differences: \_\_\_\_\_

Original Contract Price (Award Amount): \_\_\_\_\_  
Final Contract Price (to include all modifications, if applicable): \_\_\_\_\_  
Explain Differences: \_\_\_\_\_

**4. Project Description:**

Complexity of Work     High     Med     Routine  
How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.)  
\_\_\_\_\_  
\_\_\_\_\_

**CLIENT INFORMATION (Client to complete Blocks 5-8)**

**5. Client Information**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**6. Describe the client's role in the project:**

**7. Date Questionnaire was completed (mm/dd/yy):**

**8. Client's Signature:**

NOTE: NAVFAC REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO NAVFAC WITH THEIR PROPOSAL, AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON NAVFAC SOLICITATIONS. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. HOWEVER, QUESTIONNAIRES MAY BE SUBMITTED DIRECTLY TO NAVFAC. PLEASE CONTACT THE OFFEROR FOR NAVFAC POC INFORMATION. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.

*ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT  
YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE*

<b>RATING</b>	<b>DEFINITION</b>	<b>NOTE</b>
<b>(E) Exceptional</b>	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
<b>(VG) Very Good</b>	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
<b>(S) Satisfactory</b>	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
<b>(M) Marginal</b>	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
<b>(U) Unsatisfactory</b>	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
<b>(N) Not Applicable</b>	No information or did not apply to your contract	Rating will be neither positive nor negative.

Contractor Information (Firm Name): \_\_\_\_\_

Client Information (Name): \_\_\_\_\_

**TO BE COMPLETED BY CLIENT**

PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.

<b>1. QUALITY:</b>	
a) Quality of technical data/report preparation efforts	E VG S M U N
b) Ability to meet quality standards specified for technical performance	E VG S M U N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E VG S M U N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E VG S M U N
<b>2. SCHEDULE/TIMELINESS OF PERFORMANCE:</b>	
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i>	E VG S M U N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E VG S M U N
<b>3. CUSTOMER SATISFACTION:</b>	
a) To what extent were the end users satisfied with the project?	E VG S M U N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E VG S M U N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E VG S M U N
d) Overall customer satisfaction	E VG S M U N
<b>4. MANAGEMENT/ PERSONNEL/LABOR</b>	
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	E VG S M U N
b) Ability to hire, apply, and retain a qualified workforce to this effort	E VG S M U N
c) Government Property Control	E VG S M U N
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

Contractor Information (Firm Name): \_\_\_\_\_  
 Client Information (Name): \_\_\_\_\_

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			
<b>6. SAFETY/SECURITY</b>						
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	E	VG	S	M	U	N
b) Contractor complied with all security requirements for the project and personnel security requirements.	E	VG	S	M	U	N
<b>7. GENERAL</b>						
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	E	VG	S	M	U	N
b) Compliance with contractual terms/provisions ( <i>explain if specific issues</i> )	E	VG	S	M	U	N
c) Would you hire or work with this firm again? ( <i>If no, please explain below</i> )	Yes		No			
d) In summary, provide an overall rating for the work performed by this contractor.	E	VG	S	M	U	N

**Please provide responses to the questions above (*if applicable*) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk (*please attach additional pages if necessary*):**