



**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

PERFORMANCE WORK STATEMENT

<b>Fire-Fighting and Emergency Services</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
1	General Information	The Contractor shall provide all labor, management, supervision, and Personal Protective Equipment required to perform fire-fighting and emergency services for Isa Air Base, Bahrain. Due to the nature of the mission, contractor will use only vetted U.S. citizens. Contractors will reside on Isa Air Base in contractor procured housing.
1.1	Concept of Operations	<p>The Contractor shall provide Fire-Fighting and Emergency Services traditionally performed by a Firefighting and Emergency Services department to include; Fire Prevention Program, Fire Training Program, Structural Firefighting, Airfield Rescue Firefighting, Dispatch and All Hazards Response.</p> <p>Within this Statement of Work, each of these work elements will be further broken down into sub-elements. For example, All Hazards Response will be further separated into: trench rescue, HazMat (Defensive), Vehicle Extraction, etc.</p> <p>The contractor will provide 24 hours a day 7days a week staffing for a Category II Navy Airfield to meet the fire and emergency standards as outlined in DoDI 6055.6, OPNAVINST 11320.23G and NATOPS 00-80R-14. This will be performed utilizing 2 government provided fire stations. Fire &amp; Emergency Services responsibility include Logistical Support Area, U.S. assets on Bahraini Military Airfield, and outlying support areas.</p>
Fire-Fighting and Emergency Services		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
2	Management and Administration	
2.1	Definitions and Acronyms	
	AED	Automatic External Defibrillation
	All Hazards Response	Capability to mitigate Hazardous Materials and CBRNE responses
2.1.1	ART	Aggregate Response Time. Includes dispatch time, turn-out time,

		and time recorded on-scene.
2.1.2	ARFF	Aircraft Rescue Fire Fighting
2.1.3	CBRNE	Chemical, Biological, Radiological, Nuclear and High Yield Explosive
2.1.4	CPR	Cardiopulmonary Resuscitation
2.1.5	EDCO	Emergency Dispatch Center Operator
2.1.6	EMO	Emergency Management Officer
2.1.7	ESAMS	Enterprise Safety Applications Management System
	EVOC	Emergency Vehicle Operations Course
2.1.8	CPR/First Responder	The minimum level of care for fire fighters.
2.1.9	G2	Information Management System used by CNIC.
2.1.10	HAZMAT	Hazardous Materials
2.1.11	National Fire Incident Reporting System (NFIRS)	An automated information system designed to collect and transmit fire and emergency incident reports in specified formats to the Naval Safety Center at Norfolk, VA.
2.1.12	National Fire Protection Association (NFPA)	A national professional association that publishes fire protection and prevention standards.
2.1.13	QPDC	Quarterly Performance Data Call. Tool is located within the G-2 and is used to measure quarterly performance levels of departments.
2.1.14	ESAMS	Enterprise Safety Application Management Systems. Recognized official information management system for Navy Fire-Fighting & Emergency Services.
2.1.15	SoS	Scope of Service. A document outlining specific operational emergency services and functions performed by the department. The SoS does not include the training and prevention services provided by the department.
2.2	Personnel Requirements	The Contractor shall provide a fire and emergency service department organized in accordance with NFPA 1201 and staffed as specified in section 2.4 of this Statement of Work.  * Due to our governing directives being in draft (DoDI 6055.06, OPNAVINST 11320.23G, NAVAIR 80R-14) we will specify outline

		staffing requirements within this document.
2.2.1	Employment Suitability and Qualifications	All contract personnel assigned fire and emergency service duties and responsibilities shall meet the employment suitability criteria for their position as stated throughout this Statement of Work.
2.2.2	Pre-Employment and Annual Medical Examination	All contract personnel assigned fire and emergency service duties shall successfully complete pre-employment physical examinations and annual physical examinations as specified by NFPA 1500 and NFPA 1582, respectively. The contract fire chief shall ensure employees completed physical is updated and reflected in the training area of ESAMS respiratory protection program.
2.2.3	Physical Fitness Program	The Contract personnel shall develop and maintain a physical fitness program for all fire fighters and emergency service personnel as specified in DoD 6055.6-M and NFPA 1583. Contractor physical fitness program records shall be available upon request by the KO.
2.2.4	Work Uniforms	Fire and emergency service personnel shall wear a complete uniform with fabrics that provide thermal stability and flame resistant characteristics; uniform requirements shall comply with NFPA 1500 and NFPA 1975.
2.2.5	Grooming Standards	Grooming standards are based on several elements including neatness, cleanliness, safety, professional image, and appearance.
2.2.6	Certification and Training	All contract personnel providing fire and emergency services shall be certified for assigned duties as specified by DoD 6055.6M, DoD Fire and Emergency Services Certification Program prior to arrival in country. All employee certification levels will be documented in the training area of ESAMS.
2.2.7	Training Records	Annual and monthly training schedules will be developed and approved by the Fire Chief. These schedules will include all required training evolutions as outlined in DoD, Navy and local directives. All training schedules and completed training will be documented in the Training Area of ESAMS.
2.2.8.1	Fire Chief	The head of the fire department shall have a minimum of three years experience in managing an operation, size and scope similar to Isa AB, Bahrain. The Fire Chief will be certified IAW DoDI 6055.06. U.S. Citizenship and Security Clearance is required.
2.2.8.2	Assistant Fire Chief for Training	Minimum of three years experience as an Assistant Fire Chief for Training in an operation, size and scope similar to Isa AB, Bahrain. U.S. Citizenship and Security Clearance is required.

2.2.8.3	Assistant Fire Chief for Operations	Minimum of three years experience as an Assistant Fire Chief for Operations in a fire department of the size and scope of Isa AB, Bahrain. U.S. Citizenship and Security Clearance is required.
2.2.8.4	Fire Inspector	Minimum of two years experience as a fire fighter and a minimum of 2 years' experience as a fire inspector. Inspector experience shall have been gained in inspection for and detection, control and elimination of fire hazards, application of fire regulations and fire codes, writing descriptions of violations and making corrective recommendations. U.S. Citizenship and Security Clearance is required.
2.2.8.5	Fire Fighters	All fire fighters shall be cross-trained in structural/crash fire rescue tactical procedures/responsibilities and provide support as required during crash fire rescue or structural emergencies. U.S. Citizenship is required.
2.2.8.6	Drivers/Operators	Operators of automotive equipment, including emergency and special vehicles, shall be licensed in accordance with NAVFAC P-300 and OPNAVINST 5100.12.
2.2.8.7	Dispatcher	Personnel performing dispatch operations shall be TELECOM I & II certified and shall hold a valid Security Clearance.
2.2.8.9	Hazardous Material Operations	All Hazardous Material Operations personnel shall possess applicable certifications and have at minimum 2 years experience in a HAZMAT response program of size and scope similar to that required on Isa AB, Bahrain.
2.3	Safety Requirements	The Contractor shall comply with accepted industry safety standards, applicable safety precautions and guidelines listed in NFPA 1500, OSHA and Isa safety instructions.
2.4	Staffing Requirements	<p>Because all Navy Fire &amp; Emergency Services staffing instructions are currently in a draft format, this document will outline staffing requirements for Isa AB, Bahrain.</p> <p>Under the revised OPNAVINST 11320.23G, Isa will fall under an "A-2" installation. An A-2 installation receives the following staffing for daily operations:</p> <ul style="list-style-type: none"> <li>• Engine (2)</li> <li>• ARFF (1)</li> <li>• ARFF (X-Staffed)</li> <li>• Command (1)</li> </ul>

		<ul style="list-style-type: none"> <li>Total on-duty staffing requirement is 12.</li> </ul>
2.5	Contractor Provided Personal Protective Equipment	The Contractor shall provide employees all required protective clothing and ensembles as directed by the departments SoS. All personal protective clothing and equipment shall comply with standards specified by NFPA (various), DoD 6055.6, DoD Occupational Safety and Health Programs, and Code of Federal Regulations (CFR) Section 1910.134.
2.6	Government Provided Equipment	<p>The government will provide ARFF, Structural, and Specialized Vehicles (HazMat &amp; Twin Agent Units) to support the department’s Scope of Services. The Government will provide all vehicle manuals to the contractor. All maintenance for these vehicles will be provided by the contractor in accordance with manufacturer directives.</p> <p>The government will provide Mobile Rescue Firefighting Trainers for the contractors use. These devices are located at Bahrain International Airport. The contractor will make logistical arrangements for their personnel to receive live fire training.</p>
2.7	Records and Reports	All Records and reports are listed in Section F of the solicitation. The Contractor shall submit accurate and complete documents within the required timeframes. All reports shall be made available in either G-2, ESAMS, NFIRS and any other DOD, Navy or Region N30 Directed information data system and submitted electronically.
Fire-Fighting and Emergency Services		

Spec Item	Title	Performance Objective	Related Information	Performance Standard
3	Firefighting & Emergency Services (F&ES)	The Contractor shall develop a Scope of Service (SoS) in accordance with the response requirements in this PWS	<p>The inventory of Government furnished equipment is provided within this PWS.</p> <p>The SoS for the Fire &amp; Emergency Services Department will include;</p> <ul style="list-style-type: none"> <li>▪ HazMat/Defensive</li> <li>▪ Confined Space</li> <li>▪ Trench Rescue</li> <li>▪ Vehicle Extraction</li> <li>▪ Structural Fire Response</li> <li>▪ ARFF Response</li> </ul>	SoS, SOPs, response plans, and Management Plans which are in compliance with Federal, state, and local statutes, DoD regulations, and DoN instructions and directives
3.1	Fire Protection Services	In accordance with the PWS, the contractor shall provide continuous F&ES (24/7) to ensure the protection of life, property and environment as a result of an accident, manmade or natural disaster.	<p>The Contractor's area of responsibility includes all areas within the Isa installation perimeter including the Bahraini Government airfield and compound</p> <p>Any mutual aid support to Isa will be approved through a MOU negotiated through the EURAFSWA N-30 Regional Fire Chief or representative.</p> <p>The Contractor shall comply with appropriate DoD, DON and Regional policies, instructions and guidance.</p>	<p>Fire &amp; Emergency Services are conducted per the contractors SoS.</p> <p>Actual response and ability to protect the installation from loss of life, personal injury, and property damage from accidents, and manmade and natural disasters.</p> <p>MOU's</p>

				developed by the Regional Fire Chief to support non-U.S. local F&ES departments.
3.2	Training Program	The Contractor shall develop and implement an Annual and Monthly Training and Certification Program.	<p>The department's Annual Training Plan and Monthly Training Schedule shall be submitted to the KO within 30 calendar days after contract award for approval by the Regional Fire and Emergency Services Program Director.</p> <p>The Training program will be based on the SoS provided by the department.</p> <p>The Contractor shall revise and update the training plan whenever changes in operational requirements occur. The Contractor will advise the Regional Fire Chief (through the KO) of any changes to the training plan.</p> <p>The Contractor shall develop and maintain SOPs for the inspection and operation of all mobile aircraft live fire training devices.</p> <p>Contractor's personnel shall demonstrate proficiency in fire protection functions through regular practical training drills and exercises in accordance with frequency, procedures and requirements specified by applicable emergency response</p>	<p>Installation Training Team and Regional Training Team evaluations.</p> <p>Annual Training Plans and Monthly Training Schedules will reside in ESAMS NLT 20 days after approval.</p> <p>Recurring or Monthly training will be posted and documented in ESAMS weekly.</p> <p>Installation Training Team and Regional Training Team evaluations.</p> <p>SOPs will be located on the G-2 information management system under their specific installations folder.</p>

			<p>plans. The Contractor shall initiate corrective action on all noted deficiencies within 30 days after completion of drills.</p>	<p>Drills are conducted to identify deficiencies so that further training needs or updates to operational methods can be implemented.</p> <p>Corrective action initiated on all noted deficiencies from drills and exercises within 30 days.</p>
<p>3.3</p>	<p>Fire Protection Services</p>	<p>The Contractor shall provide fire protection services.</p> <p>The Fire Chief (or designated representative) will be responsive to short notice requests for information.</p>	<p>The Contractor shall provide fire protection services in accordance with DoDI 6055.6., OPNAVINST 11320.23G</p> <p>The Fire Chief will possess complete understanding and knowledge of all information management systems used by Navy F&amp;ES departments.</p> <p>The government will provide facilities for on-duty fire fighters within close proximity of their firefighting apparatus.</p> <p>The Contractor shall furnish completed (closed Out) NFIRS Reports within 24 hours of the incident, or ASAP when all</p>	<p>Fire protection calls are responded to base on the departments SoS and specified ART in DoDI 6055.6.</p> <p>Data will be uploaded in the regions/CNIC's Information Management System.</p> <p>Response information will be reviewed within NFIRS.</p>

			<p>information is available for the report.</p> <p>Fires or related emergencies causing damage of \$500K or more, are of unusual origin, or result in loss of life or serious injury to personnel shall be reported to KO, CDO, ICO and Regional N30 within 3 hours of the incident.</p>	
3.3.1	All Hazards Response	<p>The Contractor shall develop SoS's outlining hazards response services provided by the department.</p> <p>The department will maintain the following All Hazards Response capability:</p> <ul style="list-style-type: none"> <li>▪ Haz-Mat /Defensive</li> <li>▪ Confined Space</li> <li>▪ Vehicle Extraction</li> <li>▪ Trench Rescue</li> </ul> <p>The Contractor shall provide all hazards response services to ensure both manmade and</p>	<p>The Contractor shall conduct all hazards response services in accordance with the installation SoS, Hazardous Materials Response Plan and SOPs.</p> <p>The Contractor shall provide all hazards response documentation to the KO, CDO, ICO and Regional N30 within 2 days for each occurrence of release as specified by the HMERP and applicable SOPs.</p> <p>The Contractor shall schedule and conduct drills and exercises to maintain a sound all hazards response force as outlined in the SoS and SOPs.</p> <p>All tools, equipment and PPE will be inventoried and maintained in accordance with manufacturers directives.</p>	<p>SoS, SOPs of hazard response plans are reviewed and exercised during Installation Training Team and Regional Training Team evaluations.</p> <p>Hazards response documentation and reports are accurate, complete and submitted as specified.</p> <p>All training will be documented in ESAMS.</p> <p>Equipment inventories will be maintained in ESAMS, E-Tracker area.</p>

		<p>natural disasters are mitigated, lessening injuries, loss of life, and damage to property are minimized.</p>		<p>All equipment testing and expiration dates will be maintained in ESAMS E-Tracker area.</p>
<p>3.3.2</p>	<p>Fire Suppression Structural Response</p>	<p>The Contractor shall develop a SoS outlining structural fire suppression response services</p> <p>The Contractor shall provide structural fire suppression services to ensure structural fires are extinguished and injuries, loss of life, and damage to property are minimized.</p>	<p>The contractor shall develop a SoS utilizing a staffed tender as their primary structural response means. The SoS will articulate how other vehicles/staffing will be utilized to augment structural operations.</p> <p>The Contractor shall comply with structural ART as specified in DoD Instruction 6055.6.</p> <p>The Contractor shall schedule and conduct drills and exercises to maintain a sound structural fire fighting force as outlined in the SoS and SOPs.</p> <p>The Contractor shall be considered the first responder and may be augmented by host nation mutual aid support at the direction of the ICO, or Regional Fire Chief, the Contractor shall provide augmentation for host nation outside of Isa during emergency or contingency operations.</p> <p>All tools, equipment and PPE will be inventoried and maintained in accordance with manufacturers directives.</p>	<p>SoS and SOPs will outline structural response capabilities and will comply with industry standards.</p> <p>Fire suppression dispatch calls are responded to within the specified time limits 90% of the time.</p> <p>Times will be documented within a Navy F&amp;ES information management system.</p> <p>All training will be documented in ESAMS.</p> <p>Any request for Mutual Aid (either received or given) will be</p>

				<p>documented in NFIRS and reported to the Regional Fire Chief immediately.</p> <p>Equipment inventories will be maintained in ESAMS, E-Tracker area</p> <p>All equipment testing and expiration dates will be maintained in ESAMS E-Tracker area.</p>
<p>3.3.3</p>	<p>Fire Suppression Aircraft Response</p>	<p>The Contractor shall develop a SoS outlining Aircraft fire suppression response services</p> <p>The Contractor shall provide ARFF fire suppression services to ensure aircraft fires are extinguished and injuries, loss of life, and damage to property are minimized.</p>	<p>The contractor shall develop a SoS utilizing one staffed ARFF, a cross staffed ARFF to support a CAT II Airfield. The SoS will articulate how other vehicles and staffing will be utilized to augment ARFF operations.</p> <p>All personnel performing ARFF firefighting shall be trained and certified in aircraft rescue and firefighting response per DoD 6055.6 and NAVAIR 00-80R-14.</p> <p>Live fire training requirements will be met utilizing MAFT's provided by the government. MAFTS are located at Bahrain International Airport. Contractor will provide all logistical support in transporting</p>	<p>SoS and associated SOPs will outline structural response capabilities and will comply with all industry standards</p> <p>All ARFF live fire and academic training will be documented in the ESAMS Training Area.</p> <p>ARFF apparatus respond to announced</p>

			<p>firefighters to the training site.</p> <p>All tools, equipment and PPE will be inventoried and maintained in accordance with manufacturers directives.</p>	<p>emergency within one minute after pre-positioning at the designated area on the runway.</p> <p>ARFF apparatus will respond to an un-announced emergency within three minutes (ART).</p> <p>All ARFF equipment testing &amp; expiration dates will be placed and maintained in ESAMS E-Tracker area.</p>
<p>3.4</p>	<p>Fire Prevention Services</p>	<p>The Contractor shall develop a Fire Prevention Program to ensure fire risks are identified, documented, articulated and mitigated in a timely manner.</p>	<p>The contractor shall develop a local installation Fire Prevention Instruction outlining all specific inspection, reporting procedures and emergency contacts on the installation.</p> <p>The Contractor shall perform fire prevention inspection services to ensure facility compliance with applicable UFC's and NFPA codes.</p> <p>Facility inspection frequency will be annual in accordance with OPNAVINST 11320.23G.</p>	<p>Upload Fire Prevention Instruction into G-2, Installation Folder</p> <p>Facility Folders will be created in the ESAMS Fire Prevention area.</p> <p>Inspections will be scheduled in ESAMS Fire Prevention area.</p>

			<p>This frequency may increase when supported by a facility ORM plan.</p> <p>Reports of inspections findings shall be recorded in ESAMS within 1 day after inspection.</p> <p>The Contractor shall provide and maintain fire prevention and code enforcement programs that promote and educate the public on fire prevention, life safety, fire code compliance, fire risk reduction and control of fires and other hazards</p>	<p>Inspection results will be documented in ESAMS Fire Prevention area and briefed to the Facility Fire Marshall.</p> <p>Facility ORM Plan template will be provided by Region.</p> <p>Fire prevention records and documentation are accurate and complete. Records will be kept in ESAMS or other directed Information Data collection system.</p>
3.5	Public Education	<p>The Contactor shall provide public education services to ensure awareness is promoted and training is conducted to minimize risk of death and injury resulting from disasters, accidents, and fires.</p>	<p>The Contractor shall develop and implement public education programs per OPNAVINST 11320.23G</p> <p>The Contractor shall offer fire prevention education for all camp personnel as required by user organizations instructions or regulations.</p> <p>The contractor shall conduct seasonal fire campaigns to emphasize specific fire hazards.</p>	<p>Training records will be kept in ESAMS or other directed Information Data collection system as directed</p>

<p>3.6</p>	<p>Fire Dispatch</p>	<p>Provides 24/7 emergency 911-call receiving and dispatching services.          Determines the nature of the emergency in accordance with established guidelines.          Determines the response agency and services to be rendered based upon the 911 call received. Maintains constant liaison with the scene of the emergency to include security and medical supervisors</p> <p>The contractor shall be capable of performing support duties including maintaining current files or daily correspondence between department and various organizations, typing various types of correspondences. Prepare templates for reports and correspondence. Selects appropriate methods from a wide variety of</p>	<p>The operation and function of all electronic equipment utilized in a modern dispatch center to include Computer Aided Dispatch (CAD). The appropriate Federal, state and local rules, regulations and procedures to answer routine or emergency requests for information and react appropriately. Possess the ability to determine caller's emotional state and the ability to extract information from distraught callers. First aid, cardiopulmonary resuscitation, and other emergency medical procedures within the scope of their training in order to clearly communicate instructions to distraught callers. Certification using APCO</p> <p>EMD training an option for the contractor. Ability to remain emotionally detached under emergency or disaster conditions and function quickly and efficiently, applying sound mature judgment in all situations. Ability to handle various types of emergencies and the equipment to dispatch to those emergencies by use of the proper terminology. Skill in operating communications equipment. Ability to maintain good working relations, to communicate clearly in English, both orally and in writing and skill in operating a computer.</p> <p>Able to articulate clearly under stress. Certification with NFPA 1221 and NENA training standards. Ability to hear both high and low frequency tones. Capable of dealing in high stress situations with the general public, represents the government as a first responder in a highly professional</p>	<p>Operate dispatch center IAW NFPA 1221.</p> <p>Members are certified as TELECOM I &amp; II</p> <p>Work accurately prioritized IAW degree of importance and established SOPs.</p> <p>Correspondence prepared error free.</p>
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		<p>procedures or makes adaptations and interpretations of a number of substantive guides and manuals. Assist Training Officer in developing and producing training materials. Contract dispatchers will initiate NFIRS reports for fire department responses.</p>	<p>manner.</p>	
3.7	<p>Fire Extinguisher Placement and Training</p>	<p>The Contractor shall place, and inspect handheld fire extinguishers</p> <p>Contractor will purchase and replace extinguishers on a 6 year rotating basis.</p> <p>The Contractor shall be responsible for maintaining flight-line fire extinguishers.</p>	<p>The Contractor shall perform handheld and flight-line fire extinguisher training.</p> <p>Annual flightline and facility extinguisher test will be conducted through this contract</p> <p>The Contractor shall maintain and post monthly extinguisher inspection and maintenance reports.</p>	<p>Fire Extinguisher training will be posted in ESAMS.</p> <p>Fire extinguisher placement will be in accordance with NFPA 10 for type of extinguisher and travel distance.</p> <p>Fire extinguisher inspection, maintenance, and repair will be documented in ESAMS</p>
3.8	<p>Fire Investigation</p>	<p>The Contractor shall provide fire investigation services to ensure proper</p>	<p>The Contractor shall perform fire investigation for all fire related incidents.</p>	<p>Fire investigations comply with NFPA 921 standards.</p>

		<p>investigation of fire related incidents and reports are complete and accurate in a timely manner.</p>	<p>The Contractor shall investigate each fire to determine probable cause and origin.</p> <p>Any fire or incident resulting in death, adverse public reaction, and fire loss greater than \$500K will be reported to the Region N-30 within 12 hours of extinguishment/termination of the event.</p> <p>Fires involving criminal activity shall be reported immediately to Installation chain of command.</p>	<p>Reports are accurate, complete, and submitted as specified.</p> <p>Fire incidents involving possible criminal activity are reported as specified.</p>
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<b>ATTACHMENT J-01 <u>EMPLOYMENT SUITABILITY CRITERIA</u></b>	
<b>CRITERIA</b>	<b>DESCRIPTION</b>
Education	Possess a high school diploma or equivalent, or pass an equivalent performance examination designed to measure basic job-related mathematical, language, and reasoning skills. Possess the knowledge and ability to perform all required firefighting and emergency services personnel. Must be able to read, write, and speak English fluently.
Felony Convictions	Have no felony convictions and no convictions that reflect on the individual's reliability.
Age	Must have attained the age of Majority, or be an honorably discharged veteran.
Citizenship	Be a citizen of the United States.
Driver's License	Possess a valid U.S. automobile drivers license (all positions herein may require the use of a motor vehicle).
Drug Use	Have no record or history of illegal drug use, sale, possession, or manufacture during the previous five years. Drug testing screening will be conducted prior to hiring an employee.
Mental Illness	Shall not have been diagnosed with any mental illness that would cause conflict or create unsafe working conditions for the employee and/or citizens. If the employee has been diagnosed with a mental illness the employee must provide proof that the illness can be controlled by medication and that the employee is taking the prescribed medication. Cessation of prescribed medication against a physician's advice shall result in immediate termination.
Physical Fitness	Must be in and maintain a fitness level consistent with the job duties.

<b>ATTACHMENT J-02 GROOMING STANDARDS</b>	
Personal Appearance	Personnel shall be well groomed at all times and meet the following minimum standards:
Hair	Keep hair neat, clean, and well groomed. Ponytails or long hair shall not be allowed to fall below the collar of the uniform shirt. Long hair shall be secured to the head presenting an attractive hairstyle and preventing or limiting vulnerabilities. Hair shall not show under the front of the brim of the hat, or extend below eyebrows when headgear is removed. Hair coloring shall appear natural.
Facial Hair	<p>Facial hair shall be maintained to present a well-groomed appearance and provide for the effective use of Personnel Protective Equipment (PPE). The following guidance is provided:</p> <ul style="list-style-type: none"> <li>▪ Sideburns shall be neatly trimmed and tailored in the same manner as the haircut. Sideburns shall not extend below the bottom of the earlobe, and end with a clean-shaven horizontal line. "Muttonchops", "ship's captain", or similar grooming modes are not authorized.</li> <li>▪ Mustaches shall not protrude past the upper lip.</li> <li>▪ All types and styles of beards are prohibited.</li> </ul>
Fingernails	Fingernails shall not extend past fingertips and shall be kept clean.
Jewelry	Visibly displayed jewelry shall be restricted to wedding bands and wristwatches. Religious medallions, necklaces, or other jewelry may be worn if concealed under the uniform.
Cosmetics	Cosmetics shall be applied so that colors blend with natural skin tone. Care should be taken to avoid an artificial appearance. Lipstick colors shall be conservative, subtle, and blend with skin tones.

<b>ATTACHMENT J-03 - REFERENCES, INSTRUCTIONS AND DIRECTIVES</b>	
<b>Short Title</b>	<b>Title</b>
CNET OSH Self-Assessment Guide	Chief of Naval Education and Training Occupational Safety and Health Self-Assessment Guide
29 CFR 1910	OSHA General Industry Regulations
BUMEDINST 6320.94	Pre-Hospital Emergency Medical Services for Naval Facilities
DoD INST 2000.18	Installation Chemical, Biological, Radiological, Nuclear and High-Yield Explosive Emergency Response
DoD INST 6055.6	Fire and Emergency Services Program
DoD Manual 6055.6M	Fire and Emergency Services Certification Program
DoD Manual 6055.6M-1	Standardized Emergency Medical Services Program
DOT NHTSA First Responder	Emergency First Responder Curriculum
NENA Standards	National Emergency Number Association Standards
NFC	National Fire Codes
NFPA 402	Guide for Aircraft Rescue and Fire-Fighting Operations
NFPA 403	Standard for Aircraft Rescue and Fire-Fighting Services at Airports," latest edition adopted
NFPA 405	Standard for the Recurring Proficiency of Airport Fire Fighters
NFPA 407	Standard for Aircraft Fuel Servicing
NFPA 422	Guide for Aircraft Accident/Incident Response Assessment
NFPA 450	Guide for Emergency Medical Services and Systems
NFPA 472	Standard for Competence of Responders to Hazardous Materials/Weapons of Mass Destruction Incidents

NFPA 473	Standard for Competencies for EMS Personnel Responding to Hazardous Materials/Weapons of Mass Destruction Incident
NFPA 921	National Fire Protection Association Guide for Fire and Explosion Investigations
NFPA 1006	National Fire Protection Association Standard for Rescue Technician Professional Qualifications
NFPA 1201	National Fire Protection Association Standard for Providing Emergency Services to the Public
NFPA 1401	Recommended Practice for Fire Service Training Reports and Records
NFPA 1403	Standard on Live Fire Training Evolutions,
NFPA 1404	Standard for Fire Service Respiratory Protection Training
NFPA 1407	Standard for Training Fire Service Rapid Intervention Crews
NFPA 1500	National Fire Protection Association Standard for Fire Department Occupational Safety and Health Program
NFPA 1521	Standard for Fire Department Safety Officer
NFPA 1561	Standard on Emergency Services Incident Management System
NFPA 1582	National Fire Protection Association Standard on Comprehensive Occupational Medical Program for Fire Departments
NFPA 1582	Standard on Comprehensive Occupational Medical Program for Fire Departments, latest edition adopted
NFPA 1583	Standard on Health-Related Fitness Programs for Fire Fighters, latest edition adopted <sup>1</sup>
NFPA 1620	Standard for Pre-Incident Planning
NFPA 1670	National Fire Protection Association Standard on Operations and Training for Technical Rescue Incidents
NFPA 1710	National Fire Protection Association Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments
NFPA 1911	Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus
NFPA 1936	Standard on Powered Rescue Tools
NFPA 1981	Standard on Open-Circuit Self-Contained Breathing Apparatus (SCBA) for Emergency Services
NFPA 1983	Standard on Life Safety Rope and Equipment for Emergency Services

NFPA 1989	Standard on Breathing Air Quality for Emergency Services Respiratory Protection
NFPA 1999	Standard on Protective Clothing for Emergency Medical Operations
OPNAVINST 11320.23	Shore Activities Fire Protection and Emergency Service Program
OPNAVINST 5100.29	Navy Installation Automated External Defibrillation Program

<b>SECTION F: DELIVERIES OR PERFORMANCE</b>						
<b>SCHEDULE OF DELIVERABLES</b>						
<b>Spec/ Spec Item</b>	<b>Form Attachment Number</b>	<b>Deliverable Title</b>	<b>Date(s)/Time(s) Period of Submission</b>	<b>Distribution</b>		<b>Frequency</b>
				<b>Original</b>	<b>No. of Copies (Elec)</b>	
<b>Specification—Fire and Emergency Services</b>						
3	Contractor developed;  Place in ESAMS	Certification and Training Plan	Within 30 calendar days after contract award	KO,  EM Regional Program Director	1	Once as specified and whenever changes in operational requirements occur
3	Contractor developed;  Place in G-2, Installation Folder	Standard Operating Procedures (SOPs)	Within 30 days following award	KO	1	Once as specified
3.1	Per ESAMS	Fire Protection Response Reports	Within 24 hours of the incident	ESAMS	1	Once per incident
3.1	Per OPNAVINST 11320.23  NFIRS	Initial Fire Incident Report	Within 24 hours of the incident	KO, EMO	1	Once per incident
3.1	NFIRS format;  Place in NFIRS	Fire and Emergency Incident Response Report	Within 3 days of the incident	KO  Region Fire Chief	1	Once per incident
3.2	Contractor developed;	Fire Suppression Self-	Within 3 days of completion of	KO, EMO Region Fire	1	Once per occurrence

<b>SECTION F: DELIVERIES OR PERFORMANCE</b>						
<b>SCHEDULE OF DELIVERABLES</b>						
<b>Spec/ Spec Item</b>	<b>Form Attachment Number</b>	<b>Deliverable Title</b>	<b>Date(s)/Time(s) Period of Submission</b>	<b>Distribution</b>		<b>Frequency</b>
				<b>Original</b>	<b>No. of Copies (Elec)</b>	
	Place in ESAMS	Assessment Report	drills	Chief		
3.3.1	Per HMERP and SOPs  Place in NFIRS	Hazards Response Documentation	Within 3 days of each occurrence of release of hazardous materials	KO, EMO, Region Fire Chief	1	Once per occurrence
3.7	Contractor developed;  Place in ESAMS	Monthly Extinguish-er Inspection and Maintenance Reports	Within seven days of completion	KO, EMO  Region Fire Chief	1	Monthly
3.8	Per NFPA 921	Fire Investigation Report	Within 3 days of incident.	KO  Region Fire Chief	1	Once per incident
3.8	Contractor developed	Inspection Findings Report	Within 3 days after each inspection	KO, EMO	1	Once per occurrence

INSTRUCTION TO OFFERORS

1.1 GENERAL DESCRIPTION & SCOPE OF WORK

- 1.2 PRE-PROPOSAL CONFERENCE AND SITE VISIT
- 1.3 CORRESPONDENCE IN ENGLISH
- 1.4 JOINT VENTURES (JV), LIMITED LIABILITY COMPANIES (LLC), LIMITED PARTNERSHIPS (LTD), ETC.
- 1.5 SYSTEM FOR AWARD MANAGEMENT
- 1.6 CAGE/NCAGE CODE
- 1.7 INSTRUCTIONS FOR THE SUBMISSION OF OFFERS
- 1.8 INSTRUCTIONS FOR SUBMITTING PRE-PROPOSAL INQUIRIES (PPI)
- 1.9 AMENDMENTS
- 1.10 BONDS AND CERTIFICATES – PERFORMANCE GUARANTEE WITH LETTER SAMPLE

## 1.1 GENERAL DESCRIPTION & SCOPE OF WORK

(a) This Request for Proposal does not constitute award or authorization to begin work.

(b) This procurement will be solicited as an unrestricted competitive solicitation in accordance with FAR Subpart 6.1, Full and Open Competition. This procurement will result in the award of a Firm-Fixed Priced Services Contract. The contract will be procured using competitive procedures in accordance with FAR 6.401. Low Price Technically Acceptable (LPTA), as described in FAR 15.101-2, will be used for this procurement. Award will be made to the offeror whose proposal represents the lowest price technically acceptable offer.

(c) The purpose of this procurement is to provide a contract for the Firefighting and Emergency Services at ISA Air Base, Bahrain in accordance with the Performance Work Statement (Attachments A– C) to this solicitation, the work includes, but is not limited to, supplying all labor, management, tools, materials, and equipment necessary to provide 24hrs a day seven (7) days a week staffing for a Category II Naval Airfield located at ISA Base, Bahrain.

(d) Performance Work Statement (List of Attachments):

Attachment A- Performance Work Statement

Attachment B – NAVFAC/USACE Past Performance Questionnaire (Form PPQ-0)

Attachment C – Pre-Proposal Inquiry Form

(e) The Request for Proposal (RFP) will include the following Contract Line Items (CLINS):

**CLIN 0001** (Base Year): Firefighting and Emergency Services for ISA Air Base Bahrain

**CLIN 0002** (Option 1): Firefighting and Emergency Services for ISA Air Base Bahrain

**CLIN 0003** (Option 2): Firefighting and Emergency Services for ISA Air Base Bahrain

**CLIN 0004** (Option 3): Firefighting and Emergency Services for ISA Air Base Bahrain

(f) The contract period of performance is anticipated to be 1,460 calendar days after date of award.

## 1.2 PRE-PROPOSAL CONFERENCE AND SITE VISIT

(a) The clauses at 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in this solicitation and resultant award. Accordingly, offerors are urged and expected to inspect the site where the work will be performed.

(b) Pre-Proposal Conference and Site Visit:

(1) A pre-proposal conference and site visit is scheduled for Tuesday, July 21, 2015 from 10:00 a.m. to 4:00 p.m. at ISA Air Base Bahrain. Prospective Offerors will meet at Building 225 just inside the Main Pedestrian Gate at NSA Bahrain. Bus transportation to the project site at ISA Base will be provided. No photographs are allowed.

(2) Attendance is limited to a maximum of 4 personnel per Contractor. Prospective Offerors are requested to provide the FEAD office with the following information: For Temporary/Escorted Access to Base, submit the following documentation to Tyson Fennern, LT, CEC, USN at email address tyson.fennern@me.navy.mil and cc Anthony Oliver at email [Anthony.oliver@me.navy.mil](mailto:Anthony.oliver@me.navy.mil) no later than Tuesday, July 07, 2015 by 4:00 p.m. No questions will be accepted after Thursday, July 23, 2015.

- a. Full name
- b. Nationality
- c. Passport number
- d. Color copy of passport
- e. CPR number (only required for local nationals)
- f. Color copy of CPR card (only required for local nationals)

(3) The location for the site visit is as follows:

ISA Air Base, Kingdom of Bahrain

### **1.3 CORRESPONDENCE IN ENGLISH**

All proposals and correspondence regarding this solicitation shall be submitted in the English language.

### **1.4 JOINT VENTURES (JV) AGREEMENTS**

FOR THE PURPOSES OF THIS SOLICITATION, A JOINT VENTURE (JV) REFERS TO A U.S.-STYLED FORMAL LEGAL ENTITY IN THE NATURE OF A PARTNERSHIP COMPRISED OF TWO OR MORE PERSONS OR COMPANIES. EACH JOINT VENTURE MUST PROVIDE ONE (1) CAGE/NCAGE CODE, ONE (1) DUNS NUMBER FOR THE JOINT VENTURE AND ONE (1) DUNS NUMBER FOR EACH MEMBER COMPRISING THE JOINT VENTURE. EACH JOINT VENTURE MUST BE REGISTERED IN THE CCR USING THE NAME OF THE JOINT VENTURE.

Joint Venture Offerors (JV) offerors, shall provide with their proposal a notarized legal document that establishes the JV. The JV Agreement shall take effect upon the submission of the proposal and remain irrevocable until one (1) year after the work has been finally inspected and accepted by the Government. Submission of the notarized legal document that establishes the JV shall be furnished with the proposal in its original language version along with a certified English translation of the notarized JV document. The Joint Venture must be formed and valid at the time of submission of the proposal. The validated notarized legal document must include language that each member of the JV will be jointly and severally liable for the performance of the whole contract and will be incorporated into the contract award if award is made to the JV. The Joint Venture Agreement shall include, at a minimum and in conjunction with Far Part 9.6 the following:

- (a) Name of firms that form the JV and the name of the JV.
- (b) Name and title of the corporate officials signing on behalf of each party.
- (c) Solicitation number.

- (d) Description of the responsibilities in terms of work category for each member (for example: Firm A performing 100% of design).
- (e) The statement "The composition and structure of the JV will remain unchanged from award to one (1) year after contract completion."
- (f) Date of issuance of the agreement and notarized signature of the corporate officials signing in behalf of each party.
- (g) Statement under oath stating that the Joint Venture(JV) is in compliance at the time of proposal submission with all applicable laws, rules, and regulations. This statement must be signed under oath by all members comprising the Joint Venture. The U.S. Government reserves the right to review the actual JV Agreement to determine its basis and compliance with the applicable laws. Any internal agreements affecting the internal composition of the existing JV and its potential liabilities in relation to the contract (performance guarantee, insurance, etc) will be sent to the Contracting Officer to provide notice of the same. Any change in the composition of the JV will require the JV to formally request a Novation Agreement in accordance with FAR 42.1204, which will be approved /disapproved at the discretion of the Contracting Officer.

### **1.5 SYSTEM FOR AWARD MANAGEMENT**

- (a) System for Award Management (SAM) registration is required for all offerors, including Joint Venture (JV) Offerors (registration must state the NAME of the JV). SAM registration can be accomplished at <https://www.sam.gov>. Offerors not registered in SAM shall obtain a DUNS & Bradstreet (DUNS) number and a CAGE or NCAGE Code (see paragraph 1.6 CAGE/NCAGE CODE) prior to registering in SAM.
- (b) A DUNS number is required for all offerors, including JV offerors. In addition to the DUNS number required for JV offerors, JV offerors must provide a DUNS number for each member comprising the JV. DUNS numbers can be obtained at <http://fedgov.dnb.com/webform>. The DUNS number is required in order to register in SAM.
- (c.) Offerors must be registered in the SAM prior to the submission of proposals.

### **1.6 CAGE/NCAGE CODE**

- (a.) A CAGE/NCAGE Code is required for all offerors, including JV offerors. JV offerors must acquire a CAGE/NCAGE Code registered in the JV name.
- (b.) U.S. Offerors, including Joint Venture offerors: U.S. offerors must obtain a CAGE Code prior to registering in the SAM database, which is part of the SAM registration process.
- (c.) Non-U.S. (foreign) Offerors only: Non-U.S. offerors must obtain a NATO CAGE (NCAGE) Code instead of a CAGE Code prior to registering in the SAM database. NCAGE codes may be obtained at the NCAGE website [http://www.dlis.dla.mil/Forms/Form\\_AC135.asp](http://www.dlis.dla.mil/Forms/Form_AC135.asp).

### **1.7 INSTRUCTIONS FOR THE SUBMISSION OF OFFERS**

Time for receipt of proposals is set for no later than July 30, 2015, 1400 hours Local Bahrain Time (LBT). The proposal should contain a price proposal, with separate sections containing a safety proposal and technical proposal. The Proposals shall be sent via email to Anthony Oliver at [Anthony.oliver@me.navy.mil](mailto:Anthony.oliver@me.navy.mil) and Calvin Caldwell at email [Calvin.Caldwell@me.navy.mil](mailto:Calvin.Caldwell@me.navy.mil).

Proposals not received at the above address on or before the time and date set for the receipt of proposals shall be considered late, subject to the provisions of FAR Clause 52.215-1 Instructions to Offerors – Competitive Acquisition (JAN 2004).

Multiple e-mails may need to be sent for any of the submissions, if your e-mail exceeds 5MB. The U.S. Navy computer server will only accept e-mails with attachments up to 5MB. If you need to submit more than one e-mail for the above submission, number them at the end of the e-mail subject title as “1 of?”, “2 of?” etc.

(A) Proposal Submittal Requirements:

(1) Price Proposal:

(a) Price Proposal Submittal Requirements:

i) Cover letter in accordance with FAR 52.215-1(c)(2), including Solicitation Number; name, address, telephone and email address of the Offeror; in case the Offeror is a Joint Venture (JV), the name of the JV must be clearly identified. The following must be identified at a minimum: Name, title, and signature of the person authorized to sign the proposal; DUNS Number and CAGE or NCAGE Code of the Offeror, in case the Offeror is a Joint Venture (JV), a DUNS Number is required for each member of the JV.

(ii) Completed (Blocks 17a and 30a through 30c), signed and dated Standard Form (SF) 1449, Solicitation, Offer, and Award. Offeror must fill out the Unit Price and Amount for all CLINs (0001-0004). The amounts shall be the total amount to complete the requirements for each CLIN. For evaluation purposes, all proposals shall be submitted and priced in US Dollars. Award will be made in US Dollars; therefore the offerors bank must accept US Dollars.

(iii) Acknowledgement of all amendments.

b. The Government will evaluate price based on the total price. Total price consists of the basic requirements and all option items. The Government intends to evaluate all options and has included the provision FAR 52.217-5, Evaluation of Options (JUL 1990) in the solicitation. In accordance with FAR 52.217-5, evaluation of options will not obligate the Government to exercise the option (s).

The price proposals will be ranked from lowest to highest based on the evaluation criteria stated above. The price proposal will initially be evaluated separately from the technical proposal.

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

#### **IV. EVALUATION FACTORS**

In accordance with Commercial Items Procedures, the proposals will be evaluated based on price and using Clause 52.212-2 Evaluation – Commercial Items (Jan 1999) and following non price factors:

- Factor 1 – Safety
- Factor 2 – Technical Capability
- Factor 3 – Past Performance

In accordance with FAR 15.101-2, award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for the technical factors.

## **PRICE**

### **1. Solicitation Submittal Requirements:**

- (i) Completed SF 1449
- (ii) Acknowledgement of amendments, if any
- (iii) Complete Contract Line Item Number (CLIN) on Solicitation Form.  
Offerors  
Shall enter the total price in U.S. Dollars (\$) for each line item.

### **B. Basis of Evaluation**

The Government will evaluate price based on the total price. Total price consists of the basic requirements and all option items. Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

- (i) Comparison of proposed prices received in response to the RFP.
- (ii) Comparison of proposed prices with the IGE.
- (iii) Comparison of proposed prices with available historical information.
- (iv) Comparison of market survey results.

## **NON-PRICE FACTORS**

### **FACTOR 1 – TECHNICAL CAPABILITY**

#### **A. Solicitation Submittal Requirements:**

1. Offerors shall include a technical description of the service being offered in sufficient detail to determine compliance with the requirements set forth in the Performance Work Statement for Firefighting and Emergency Services for Sheik ISA Base, Bahrain. This may include product literature, Original Equipment Manufacturer (OEM) certifications, or other documents, if applicable. The proposal shall be clear, concise and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the Government's requirements, but rather, shall provide convincing rationale to address how the Offeror will meet the requirement. Offerors shall assume that the Government has no prior knowledge of their solution and will base its evaluation on only the information presented in the Offeror's proposal. No pricing shall be included in the technical volume. Limit submission to 3 pages. One page is one side of an 8.5x11 sheet of paper, with legible font no smaller than 10 point

#### **B. Basis of Evaluation:**

The Offeror's proposal will be evaluated as acceptable if the following criterion is satisfied:

1. Offeror's proposal meets the requirements and performance standards set forth in the Performance Work

Statement

## **FACTOR 2 – PAST PERFORMANCE**

### **A. Solicitation Submittal Requirements:**

1. The Offeror **MUST** provide a minimum of one (2) but no more than two (4) relevant contracts for which the Offeror was the prime contractor, sub-contractor or Joint Venture partner. Relevant contracts **MUST** meet the following requirements:  
Provide Firefighting and Emergency Services; **and**  
Have performed outside the United States within the last 5 years, as of the date of issue of this solicitation.
2. Offerors shall provide a past performance evaluation for each project submitted. If a completed Contractor Appraisal Support System (CPARS) Performance Evaluation is available, it shall be submitted with the proposal. If there is not a completed evaluation then the Offeror shall submit **Past Performance Questionnaires (Attachment A) for each project.**
3. If a Past Performance Questionnaire (PPQ) is submitted, ensure correct phone numbers and email addresses are provided for the client point of contact. Failure of references to be able to respond to past performance inquiries may preclude the evaluator's ability to assign a past performance rating of Acceptable. If the Offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the Offeror shall complete and submit with the proposal the first page of the PPQ, which will provide contract and client information for the respective project(s). The Government may make reasonable attempts to contact the client noted for that project(s) to obtain the PPQ information. However, Offerors should follow-up with clients/references to help ensure timely submittal of questionnaires.
4. The Government may review any other sources of information for evaluating past performance. 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. 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

### **B. Basis of Evaluation:**

- A. The degree to which past performance evaluations and all other past performance information reviewed by the Government (e.g., PPIRS, Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), performance recognition documents, and information obtained from any other source) reflect a trend of satisfactory performance considering:
  1. Successful completion of tasks;
  2. Deliverables that are timely and of good quality;
  3. How recently the tasks that are identical to, similar to or related to the task at hand were performed.
- B. To be considered Acceptable, a minimum of one (2) relevant project must have past performance ratings of "Satisfactory" or higher. Ratings of "Marginal" or lower will be considered "Unacceptable."

- C. In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorably or unfavorably on past performance. Therefore, the Offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, “unknown” shall be considered “Acceptable.”

## V. **EVALUATION**

- 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. Award will be made on the basis of the lowest evaluated price of proposals meeting the acceptability standards for non-cost factors.
- B. As stated in the solicitation, the Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306). The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.
- C. 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.
- D. An overall technical rating must be at least “ACCEPTABLE” in order to be eligible for award. An “UNACCEPTABLE” rating in any factor results in the overall technical proposal being rated “UNACCEPTABLE” unless corrected through discussions. An overall technical rating of “UNACCEPTABLE” makes a proposal ineligible for award.

### **1.8 INSTRUCTIONS FOR SUBMITTING PRE-PROPOSAL INQUIRIES (PPI)**

Pre-Proposal Inquiries (PPI) regarding the solicitation shall be submitted in writing via electronic mail to Anthony Oliver, Contract Specialist, at [anthony.oliver@me.navy.mil](mailto:anthony.oliver@me.navy.mil) and Calvin Caldwell, Contracting Officer, at [Calvin.Caldwell@me.navy.mil](mailto:Calvin.Caldwell@me.navy.mil). Pre-Proposal Inquiries shall reference the specification section, including paragraph numbers. Verbal queries will not be entertained. Responses to the Pre-Proposal Inquiries will be provided as an attachment to an amendment and will be posted on the Federal Business Opportunities (FBO) website at <https://www.fbo.gov>. The Government may not respond to Pre-Proposal Inquiries submitted less than 10 days before the proposal receipt due date. The Pre-Proposal Inquiry (PPI) Template is provided as Attachment C, use this form for questions.

### **1.9 AMENDMENTS**

Amendments will be posted to the FBO website <https://www.fbo.gov>. It is highly recommended that firms register on FBO as plan holders. It is the offeror’s responsibility to check the FBO website periodically for any amendments to the solicitation.

### **1.10 PERFORMANCE GUARANTEE OR BOND REQUIREMENTS**

The Contractor shall provide a notarized Performance Guarantee letter within ten (10) days after award or as required by the Contracting Officer. In lieu of the 10% Performance Guarantee requirement, the Offeror may provide Performance and Payment Bonds, pursuant to FAR Clause 52.228-16, through an approved surety under the United States Treasury Department Circular 570. If the Offeror fails to provide a Performance Guarantee letter or Performance and Payment Bonds within ten (10) days, the task order may

be terminated for default. In such event, Offeror shall be liable for any cost of re-procuring the work which exceeds the amount of his offer. This Performance Guarantee replaces NFAS 5252.228-9306. The Performance Guarantee letter shall be accompanied by a notarized document authenticating the financial institution's authority to sign the letter. An English translation of the Performance Guarantee letter shall be submitted at the same time. Performance Guarantee: An amount equal to ten percent (10%) of the amount of the contract shall be deposited into a properly certified banking institution, which will then issue an irrevocable letter guaranteeing the payment of the amount deposited plus any applicable interest, to the United States Government, upon demand by the Contracting Officer. Demand will be made if the Contractor fails to comply with the terms and conditions of the contract, or does not fulfill its undertaking in whole or in part. Payment to the Contracting Officer will be by check made payable to the "United States of America by the U.S. Department of the Navy, Naval Facilities Engineering Command, Europe, Africa, Southwest Asia." The Performance Guarantee shall take effect upon the date of signature of the Performance Guarantee letter and shall remain valid and irrevocable until one (1) year after the work has been finally inspected and accepted by the Government."

**SAMPLE OF PERFORMANCE GUARANTEE ISSUED BY A BANK**

This sample meets the material requirements of clause NFAS 5252.228-9306, "Performance Guarantee."  
The  
Government will accept as valid a Performance Guarantee conforming to these requirements.

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**BANK LETTERHEAD**

To: United States of America  
U.S. Department of Navy  
Naval Facilities Engineering Command, Europe Africa Southwest Asia  
Viale Porto, Box 51  
Aeroporto Capodichino  
80144, Napoli, Italia  
Attention: Contracting Officer  
Date \_\_\_\_\_

Bank Letter of Performance Guarantee No. \_\_\_\_\_

I/We, the undersigned, acting as the duly authorized representative(s) of the Bank, declare that the Bank hereby guarantees and is jointly and severally liable as guarantor with the Contractor named below to effect payment to the Contracting Office that issued the contract stated below, by check made payable to the "United States of America by the U.S. Department of the Navy, Naval Facilities Engineering Command, Europe Africa and Southwest Asia," within five (5) calendar days after receipt of a simple written request by registered mail in amount up to sum of (Amount equal to ten (10%) percent of the contract amount in the currency stated in the contract), which represents the deposit required of the Contractor to guarantee fulfillment of his obligations for the satisfactory completion and timely performance of the work under Contract No. (insert contract number) for the construction of (insert name of construction contract Services) at (insert location of construction), in strict compliance with the terms, conditions and specifications of said contract entered into between the United States of America by the U.S. Department of Navy, Naval Facilities Engineering Command, Europe Africa and Southwest Asia and the Contractor (insert name of Contractor) on (insert contract date), plus legal interest to be calculated from the date of receipt of the registered letter of request by the Contracting Officer to the date of actual payment, without any need for the Contracting

Officer to take any legal action or obtain the prior consent of the Contractor, or for any other proof, action or decision by any other authority. The request by the Contracting Officer shall simply inform the Bank that the Contractor failed to comply with the terms and conditions of the contract, or did not fulfill his undertaking in whole or in part. I/We agree and consent that said contract may be modified by change order or supplemental agreement affecting the amount or the period of performance of the contract without prior consent of the Bank and without affecting the validity of this guarantee; provided, however, that the amount of this guarantee shall remain unchanged. **This letter of performance guarantee will continue in effect without change in amount or terms until one year after final acceptance of the work by the Government by the Contracting Officer's legal representative.**

(BANK NAME & ADDRESS) (CONTRACTOR NAME & ADDRESS)

Signed by: \_\_\_\_\_ Signed by: \_\_\_\_\_

---

(Typed name) (Typed name)

---

(Title) (Title)

(This Performance Guarantee shall be accompanied by a notarized document authenticating the bank agent's authority to sign the letter of performance guarantee for the bank company.)

ATTACHMENT B

**ATTACHMENT B**

**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	E VG S M U N



ATTACHMENT C

**ATTACHMENT C  
PRE-PROPOSAL INQUIRY FORM**

PROJECT NUMBER: \_\_\_\_\_

PPI NO: \_\_\_\_\_

(\*Project Name, Location)

NOTE: ALL PRE-PROPOSAL INQUIRIES SHALL BE SUBMITTED VIA EMAIL

EMAIL: [anthony.oliver@me.navy.mil](mailto:anthony.oliver@me.navy.mil) Alternate: [calvin.caldwell@me.navy.mil](mailto:calvin.caldwell@me.navy.mil)

Date of Proposal Inquiry: \_\_\_\_\_

From: \_\_\_\_\_ Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email address: \_\_\_\_\_

**Contractor Question: (Please type or print clearly)**

**Government Response: (Please type or print clearly)**

ATTACHMENT D

ATTACHMENT D

PRICE PROPOSAL

**Price includes the following:**

The Contractor shall provide Fire-Fighting and Emergency Services traditionally performed by a Fire-Fighting and Emergency services department to include; Fire Prevention Program, Fire Training Program, Structural Fire-Fighting, Airfield Rescue Fire-Fighting, Dispatch and All Hazard Responses. The Contractor will provide 24hours 7 days a week staffing for a Category II Navy Airfield as specified in the Performance Work Statement.

**TOTAL PRICE FOR CLIN 0001:** \$ \_\_\_\_\_  
**Base Year**

**TOTAL PRICE FOR CLIN 0002:** \$ \_\_\_\_\_  
**1<sup>st</sup> Option Year**

**TOTAL PRICE FOR CLIN 0003:** \$ \_\_\_\_\_  
**2<sup>nd</sup> Option Year**

**TOTAL PRICE FOR CLIN 0004:** \$ \_\_\_\_\_  
**3<sup>rd</sup> Option Year**

**\*\*\* Submit your price for CLINs in whole dollars only. No cents. \*\*\***

**ALL AMENDMENTS MUST BE ACKNOWLEDGED:**

Amendment No.	Date	Amendment No.	Date	Amendment No.	Date

Offeror: \_\_\_\_\_

Name: \_\_\_\_\_

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

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions		NOV 2013
52.203-3	Gratuities		APR 1984
52.203-5	Covenant Against Contingent Fees		MAY 2014
52.203-7	Anti-Kickback Procedures		MAY 2014
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights		APR 2014
52.204-7	System for Award Management		JUL 2013
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation		DEC 2014
52.215-1	Instructions to Offerors--Competitive Acquisition		JAN 2004
52.217-5	Evaluation Of Options		JUL 1990
52.222-50	Combating Trafficking in Persons		MAR 2015
52.232-19	Availability Of Funds For The Next Fiscal Year		APR 1984
52.232-39	Unenforceability of Unauthorized Obligations		JUN 2013
52.242-15	Stop-Work Order		AUG 1989
52.243-1	Changes--Fixed Price		AUG 1987
52.244-6	Subcontracts for Commercial Items		APR 2015
252.203-7000	Requirements Relating to Compensation of Former DoD Officials		SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies		DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights		SEP 2013
252.223-7004	Drug Free Work Force		SEP 1988
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports		JUN 2012
252.247-7023	Transportation of Supplies by Sea		APR 2014

## CLAUSES INCORPORATED BY FULL TEXT

52.211-11	LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)
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- (a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of **\$3,450.00** per calendar day of delay.
- (b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.
- (c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

(End of clause)

#### 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:

SEE INSTRUCTION TO OFFERORS

(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)

#### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2015)

The Offeror shall complete only paragraph (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 stock of which 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 its stock is owned by one or more women; or

(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 electronically on the SAM website.

(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 representations 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 ORCA.]

(c) Offerors must complete the following representations when the resulting contract will 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 to paragraphs (c)(8) and (9): 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.

(d) Certifications and 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 either to the Equal Opportunity clause of this solicitation, the 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 Subparts 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
---	---
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---	---

(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) of 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 Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. 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 (Jan 2004)*. 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 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 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 --

(1) The offeror and/or any of its principals ( \_\_\_ ) 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 \$3,000 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. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(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. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

(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 products.*

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.

(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.

(l) 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 certifications. 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 \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(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)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2015)

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

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

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

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

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

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

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

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

\_\_\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (July 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved]

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

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

\_\_\_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug, 2013) (31 U.S.C. 6101 note).

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

\_\_\_ (10) [Reserved]

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

\_\_\_ (ii) Alternate I (NOV 2011) of 52.219-3.

\_\_\_ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (JAN 2011) of 52.219-4.

\_\_\_ (13) [Reserved]

\_\_\_ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (NOV 2011).

\_\_\_ (iii) Alternate II (NOV 2011).

\_\_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

\_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.

\_\_\_ (iv) Alternate III (OCT 2014) of 52.219-9.

\_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

\_\_\_ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

- \_\_\_\_ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- \_\_\_\_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).
- \_\_\_\_ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (July 2013) (15 U.S.C. 637(m)).
- \_\_\_\_ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (July 2013) (15 U.S.C. 637(m)).
- \_\_\_\_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_\_\_\_ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 3126).
- \_\_\_\_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- X** (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- \_\_\_\_ (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).
- \_\_\_\_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).
- \_\_\_\_ (31) 52.222-37, Employment Reports on Veterans (July 2014) (38 U.S.C. 4212).
- \_\_\_\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X** (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_\_ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_\_ (34) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_\_\_ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_\_ (36) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-13.

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

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

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

\_\_\_\_\_ (39)(i) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).

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

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

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

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

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

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

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

\_\_\_\_\_ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

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

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

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (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 (l) of FAR clause 52.222-17.

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

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

(vi) 52.222-35, Equal Opportunity for Veterans (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) \_\_\_\_\_ (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

(xiv) 52.222-54, Employment Eligibility Verification (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)

52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certifications. (DEC 2012)

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

Person--

(1) Means--

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

Sensitive technology--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

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

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror—

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

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and

provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

#### 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract 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 until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

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

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

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

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

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

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

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

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

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

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

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Non Commercial Items, regardless of whether or not the

clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related

information, and computer software executable code and source code.

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

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

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

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

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

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

(2) Apply other information systems security requirements when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this

clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

Table 1--Minimum Security Controls for Safeguarding

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

<u>Access Control</u>	<u>Audit &amp; Accountability</u>	<u>Identification and Authentication</u>	<u>Media Protection</u>	<u>System &amp; Comm Protection</u>
AC-2 AC-3(4)	AU-2		MP-4 MP-6	SC-2

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

Legend:

AC: Access Control

AT: Awareness and Training MP:

AU: Auditing and Accountability

CM: Configuration Management

CP: Contingency Planning

IA: Identification and Authentication

IR: Incident Response

MA: Maintenance

MP: Media Protection

PE: Physical & Environmental Protection

PM: Program Management

RA: Risk Assessment

SC: System & Communications Protection

SI: System & Information Integrity

(c) Other requirements. This clause does not relieve the Contractor of the requirements specified by applicable statutes or other Federal and DoD safeguarding requirements for Controlled Unclassified

Information as established by Executive Order 13556, as well as regulations and guidance established pursuant thereto.

(d) Cyber incident and compromise reporting.

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

(i) Data Universal Numbering System (DUNS).

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

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

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

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

(vi) Contract clearance level.

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

(viii) DoD programs, platforms or systems involved.

(ix) Location(s) of compromise.

(x) Date incident discovered.

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

(xii) Description of technical information compromised.

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

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

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

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

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

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

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

the network that were accessed as a result of the compromise;

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

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

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

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

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

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

(End of clause)

## 252.225-7048 EXPORT-CONTROLLED ITEMS (JUNE 2013)

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

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

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

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

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

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

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

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

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

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

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

(6) Executive Order 13222, as extended.

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

(End of clause)

## 252.232-7006 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/ Facility Management Invoice

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

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

Inspection - N33191  
Acceptance – N33191

(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	N33191
Admin DoDAAC	N33191
Inspect By DoDAAC	N33191

Ship To Code	NOT APPLICABLE
Ship From Code	NOT APPLICABLE
Mark For Code	NOT APPLICABLE
Service Approver (DoDAAC)	NOT APPLICABLE
Service Acceptor (DoDAAC)	NOT APPLICABLE
Accept at Other DoDAAC	NOT APPLICABLE
LPO DoDAAC	N33191
DCAA Auditor DoDAAC	NOT APPLICABLE
Other DoDAAC(s)	N33191

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

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

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

NOT APPLICABLE

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

NOT APPLICABLE

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

5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

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

5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

(a) The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontracts under this contract. If the Contractor under this contract prepares or assists in preparing a statement of work,

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

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **48** months. [*Insert number of months*]

5252.236-9303 ACCIDENT PREVENTION (NOV 1998)

(a) The Contractor will maintain an accurate record of, and will report to the Contracting Officer in the manner and on the forms prescribed by the Contracting Officer, all accidents resulting in death, traumatic injury, occupational disease, and damage to property, materials, supplies and equipment incident to work performed under this contract.

(b) Compliance with the provisions of this article by subcontractors will be the responsibility of the Contractor.

(c) Prior to commencement of the work, the Contractor may be required to:

- (1) submit in writing his proposals for effectuating provision for accident prevention;
- (2) meet in conference with representatives of the Contracting Office to discuss and develop mutual understandings relative to administration of the overall safety program

5252.237-9301 SUBSTITUTIONS OF KEY PERSONNEL (JUN 1994)

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

## 5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

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

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

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

X (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.

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

Within 30 days of contract award, prior to commencement of the work, the Contractor will meet in conference with representatives of the Contracting Officer, at a time to be determined by the Contracting Officer, to discuss and develop mutual understanding relative to scheduling and administering work.

## 5252.245-9302 LIMITED ASSUMPTION OF RISK BY GOVERNMENT (JUN 1994)

(a) Title of all work in place shall be in the Government, and title to all property intended for incorporation in the work shall vest in the Government upon delivery thereof to the site of the work. The term "Government-owned property" as used in this clause refers to such work in place and to such other property as to which title has vested in the Government and includes any property furnished or rented to the Contractor by the Government. Upon completion of the work, any such Government-owned property not a part of the work (except property rented to, or furnished without charge to the Contractor by the Government) shall become the property of the Contractor. The vesting of title in the Government, as provided in this paragraph, shall in no way relieve the Contractor of any obligations otherwise provided in this contract in respect to such Government-owned property except as expressly stated in paragraph (b) of this clause.

(b) The Contractor represents that the contract price does not include the cost of insurance, nor any provision for a reserve, covering the risk assumed by the Government under this paragraph.

The Government assumes the risk of loss or damage to such Government-owned property (including expenses incidental to such loss or damage) which results directly or indirectly from the explosion of Government-owned or controlled munitions (including, without limitations, ammunition, bombs, powder, dynamite and other explosives), whether or not caused by negligence, except that the Government does not assume at any time the risk of, and the Contractor shall be responsible for, such loss or damage (1) which is in fact covered by insurance or for which Contractor is otherwise reimbursed, or (2) which results from disregard of proper instructions of the Contracting Officer, on the part of any of the Contractor's directors, officers or any other representatives having supervision or direction of all or substantially all the Contractor's operations under this contract.

(c) In the event of loss or damage to Government-owned property resulting from the risk assumed by the Government hereunder, the Contracting Officer shall determine whether, and to what extent, such property shall be rebuilt, repaired or replaced by the Contractor or otherwise. Should this determination cause an increase or decrease in the cost of doing the work under this contract or time required for its performance, an equitable adjustment shall be made as provided in the changes clause of the contract.

(d) The provisions contained in the statement of work under "Permits and Responsibilities," are to be deemed modified by this clause only to the extent required to give effect to the limited assumption of risk provided in this clause.