

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER N6588615RX5A224		PAGE 1 OF 92	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER N68836-15-T-0149	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ALAN D. BERGMAN		b. TELEPHONE NUMBER (No Collect Calls) 904-790-4581		6. SOLICITATION ISSUE DATE 06-Jul-2015	
9. ISSUED BY NAVSUP FLC JACKSONVILLE CONTRACTS DIV ALAN D BERGMAN 110 YORKTOWN AVE, 3RD FLOOR NAS JACKSONVILLE FL 32212-0097 TEL: 904-790-4581 FAX: 904-790-4247		CODE N68836		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 38.5M NAICS: 562219		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO FLEET READINESS CENTER SOUTHEAST RECEIVING OFFICER DLA DISTRIBUTION SWAN ROAD BLDG 175 DOOR 9 NAVAL AIR STATION JACKSONVILLE FL 32212-0103 TEL: 904-790-5296 FAX:		CODE N65886		16. ADMINISTERED BY			
17a. CONTRACTOR/OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
TEL.		FACILITY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/>				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			

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

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

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

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

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

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

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Industrial Process Recycle Water Supply FFP Supply portable tanks containing ion exchange resins and/or activated carbon to ensure continuous industrial process recycled water (non-potable water) as specified in Attachment B. Delivery Dates: 01 Nov 2015 - 31 Oct 2016. FOB: Destination PURCHASE REQUEST NUMBER: N6588615RX5A224				
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	RESIN REGEN AND MEDIA PROCESSING FFP 30 CF Anion Tank and Media FOB: Destination PURCHASE REQUEST NUMBER: N6588615RX5A224	14	Tank		
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	RESIN REGEN AND MEDIA PROCESSING FFP 30 CF CATION TANK & MEDIA FOB: Destination PURCHASE REQUEST NUMBER: N6588615RX5A224	14	Tank		
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	RESIN REGEN AND MEDIA PROCESSING FFP 30 CF Carbon Tank and Media. FOB: Destination PURCHASE REQUEST NUMBER: N6588615RX5A224	14	Tank		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	RESIN REGEN AND MEDIA PROCESSING FFP 30 CF Hex-Chrome and Media FOB: Destination PURCHASE REQUEST NUMBER: N6588615RX5A224	6	Tank		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	RESIN REGEN AND MEDIA PROCESSING FFP 3.6 CF Hex-Chrome Tank and Media FOB: Destination PURCHASE REQUEST NUMBER: N6588615RX5A224	8	Tank		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF	RESIN REGEN AND MEDIA PROCESSING FFP 3.6 CF Mix Bed Tank and Media FOB: Destination PURCHASE REQUEST NUMBER: N6588615RX5A224	8	Tank		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AG	RESIN REGEN AND MEDIA PROCESSING FFP 3.6 CF WX Anion Tank and Media FOB: Destination PURCHASE REQUEST NUMBER: N6588615RX5A224	62	Tank		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AH	RESIN REGEN AND MEDIA PROCESSING FFP 3.6 CF WX Cation Tank and media FOB: Destination PURCHASE REQUEST NUMBER: N6588615RX5A224	62	Tank		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AJ	RESIN REGEN AND MEDIA PROCESSING FFP 1.2 CF Cyanide Specific and Media FOB: Destination PURCHASE REQUEST NUMBER: N6588615RX5A224	30	Tank		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AL	RESIN REGEN AND MEDIA PROCESSING FFP 1.2 CF Mix-Bed Tank and Media FOB: Destination PURCHASE REQUEST NUMBER: N6588615RX5A224	3	Tank		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Monitoring, Sampling and Testing FFP Installation of conductivity meters, sampling ports, test and calibration of tanks and two water softeners at locations specified in Attachment B. FOB: Destination MILSTRIP: N6588615RX5A224 PURCHASE REQUEST NUMBER: N6588615RX5A224	42			

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	IEWTS System Service FFP Quarterly maintenance service on the ion exchange waste water treatment supply (IEWTS) and two water softener systems. FOB: Destination MILSTRIP: N6588615RX5A224 PURCHASE REQUEST NUMBER: N6588615RX5A224	4	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Industrial Process Recycle Water Supply FFP Supply portable tanks containing ion exchange resins and/or activated carbon to ensure continuous industrial process recycled water (non-potable water) as specified in Attachment B. Delivery Dates: 01 Nov 2016 - 31 Oct 2017. FOB: Destination PURCHASE REQUEST NUMBER: N6588615RX5A224		Tank		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AA	RESIN REGEN AND MEDIA PROCESSING FFP 30 CF Anion Tank and Media FOB: Destination	14	Tank		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AB	RESIN REGEN AND MEDIA PROCESSING FFP 30 CF Cation Tank and Media FOB: Destination	14	Tank		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AC	RESIN REGEN AND MEDIA PROCESSING FFP 30 CF Carbon Tank and Media FOB: Destination	14	Tank		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AD	RESIN REGEN AND MEDIA PROCESSING FFP 30 CF Hex-Chrome Tank and Media FOB: Destination	6	Tank		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AE	RESIN REGEN AND MEDIA PROCESSING FFP 3.6 CF Hex-Chrome Tank and Media FOB: Destination	8	Tank		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AF	RESIN REGEN AND MEDIA PROCESSING FFP 3.6 CF Mix Bed Tank and Media FOB: Destination	8	Tank		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AG	RESIN REGEN AND MEDIA PROCESSING FFP 3.6 CF WX Anion Tank and Media FOB: Destination	62	Tank		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AH	RESIN REGEN AND MEDIA PROCESSING FFP 3.6 CF WX Cation Tank and media FOB: Destination	62	Tank		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AJ	RESIN REGEN AND MEDIA PROCESSING FFP 1.2 CF Cyanide Specific and Media Tank FOB: Destination	30	Tank		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AL	RESIN REGEN AND MEDIA PROCESSING FFP 1.2 CF Mix-Bed Tank and Media FOB: Destination	3	Tank		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	Monitoring, Sampling and Testing FFP Installation of conductivity meters, sampling ports, test and calibration of tanks and two water softeners at locations specified in attachment FOB: Destination	42	Tank		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003 OPTION	IEWTS System Service FFP Quarterly maintenance service on the ion exchange waste water treatment supply (IEWTS) and two water softener systems. FOB: Destination	4	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	Industrial Process Recycle Water Supply FFP Supply portable tanks containing ion exchange resins and/or activated carbon to ensure continuous industrial process recycled water (non-potable water) as specified in Attachment B. Delivery Dates: 01 Nov 2017 - 31 Oct 2018. FOB: Destination PURCHASE REQUEST NUMBER: N6588615RX5A224				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AA	RESIN REGEN AND MEDIA PROCESSING FFP 30 CF Anion Tank and Media FOB: Destination	14	Tank		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AB	RESIN REGEN AND MEDIA PROCESSING FFP 30 CF Cation Tank and Media FOB: Destination	14	Tank		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AC	RESIN REGEN AND MEDIA PROCESSING FFP 30 CF Carbon Tank and Media. FOB: Destination	14	Tank		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AD	RESIN REGEN AND MEDIA PROCESSING FFP 30 CF Hex-Chrome and Media FOB: Destination	6	Tank		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AE	RESIN REGEN AND MEDIA PROCESSING FFP 3.6 CF Hex-Chrome Tank and Media FOB: Destination	8	Tank		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AF	RESIN REGEN AND MEDIA PROCESSING FFP 3.6 CF Mix Bed Tank and Media FOB: Destination	8	Tank		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AG	RESIN REGEN AND MEDIA PROCESSING FFP 3.6 CF WX Anion Tank and Media FOB: Destination	62	Tank		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AH	RESIN REGEN AND MEDIA PROCESSING FFP 3.6 CF WX Cation Tank and media FOB: Destination	62	Tank		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AJ	RESIN REGEN AND MEDIA PROCESSING FFP 1.2 CF Cyanide Specific Tank and Media FOB: Destination	30	Tank		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AL	RESIN REGEN AND MEDIA PROCESSING FFP 1.2 CF Mix-Bed Tank and Media FOB: Destination	3	Tank		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION	Monitoring, Sampling and Testing FFP Installation of conductivity meters, sampling ports, test and calibration of tanks and two water softeners at locations specified in attachment FOB: Destination	42	Tank		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 OPTION	IEWTS System Service FFP Quarterly maintenance service on the ion exchange waste water treatment supply (IEWTS) and two water softener systems. FOB: Destination	4	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 OPTION	Industrial Process Recycle Water Supply FFP Supply portable tanks containing ion exchange resins and/or activated carbon to ensure continuous industrial process recycled water (non-potable water) as specified in Attachment B. Delivery Dates: 01 Nov 2018 - 31 Oct 2019. FOB: Destination PURCHASE REQUEST NUMBER: N6588615RX5A224				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AA	RESIN REGEN AND MEDIA PROCESSING FFP 30 CF Anion Tank and Media FOB: Destination	14	Tank		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AB	RESIN REGEN AND MEDIA PROCESSING FFP 30 CF Cation Tank and Media FOB: Destination	14	Tank		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AC	RESIN REGEN AND MEDIA PROCESSING FFP 30 CF Carbon Tank and Media. FOB: Destination	14	Tank		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AD	RESIN REGEN AND MEDIA PROCESSING FFP 30 CF Hex-Chrome and Media FOB: Destination	6	Tank		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AE	RESIN REGEN AND MEDIA PROCESSING FFP 3.6 CF Hex-Chrome Tank and Media FOB: Destination	8	Tank		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AF	RESIN REGEN AND MEDIA PROCESSING FFP 3.6 CF Mix Bed Tank and Media FOB: Destination	8	Tank		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AG	RESIN REGEN AND MEDIA PROCESSING FFP 3.6 CF WX Anion Tank and Media FOB: Destination	62	Tank		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AH	RESIN REGEN AND MEDIA PROCESSING FFP 3.6 CF WX Cation Tank and media FOB: Destination	62	Tank		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AJ	RESIN REGEN AND MEDIA PROCESSING FFP 1.2 CF Cyanide Specific Tank and Media FOB: Destination	30	Tank		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AL	RESIN REGEN AND MEDIA PROCESSING FFP 1.2 CF Mix-Bed Tank and Media FOB: Destination	3	Tank		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002 OPTION	Monitoring, Sampling and Testing FFP Installation of conductivity meters, sampling ports, test and calibration of tanks and two water softeners at locations specified in attachment FOB: Destination	42	Tank		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003 OPTION	IEWTS System Service FFP Quarterly maintenance service on the ion exchange waste water treatment supply (IEWTS) and two water softener systems. FOB: Destination	4	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001 OPTION	RESIN BASED WATER SERVICE FFP Supply portable tanks containing ion exchange resins and/or activated carbon to ensure continuous industrial process recycled water (non-potable water) as specified in Attachment B. Delivery Dates: 01 Nov 2019 - 31 Oct 2020. FOB: Destination PURCHASE REQUEST NUMBER: N6588615RX5A224				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AA	RESIN REGEN AND MEDIA PROCESSING FFP 30 CF Anion Tank and Media FOB: Destination	14	Tank		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AB	RESIN REGEN AND MEDIA PROCESSING FFP 30 CF Cation Tank and Media FOB: Destination	14	Tank		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AC	RESIN REGEN AND MEDIA PROCESSING FFP 30 CF Carbon Tank and Media. FOB: Destination	14	Tank		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AD	RESIN REGEN AND MEDIA PROCESSING FFP 30 CF Hex-Chrome and Media FOB: Destination	6	Tank		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AE	RESIN REGEN AND MEDIA PROCESSING FFP 3.6 CF Hex-Chrome Tank and Media FOB: Destination	8	Tank		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AF	RESIN REGEN AND MEDIA PROCESSING FFP 3.6 CF Mix Bed Tank and Media FOB: Destination	8	Tank		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AG	RESIN REGEN AND MEDIA PROCESSING FFP 3.6 CF WX Anion Tank and Media FOB: Destination	62	Tank		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AH	RESIN REGEN AND MEDIA PROCESSING FFP 3.6 CF WX Cation Tank and media FOB: Destination	62	Tank		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AJ	RESIN REGEN AND MEDIA PROCESSING FFP 1.2 CF Cyanide Specific and Media FOB: Destination	30	Tank		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AL	RESIN REGEN AND MEDIA PROCESSING FFP 1.2 CF Mix-Bed Tank and Media FOB: Destination	3	Tank		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002		42	Each		
OPTION	Monitoring, Sampling and Testing FFP Installation of conductivity meters, sampling ports, test and calibration of tanks and two water softeners at locations specified in attachment FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003		4	Each		
OPTION	IEWTS System Service FFP Quarterly maintenance service on the ion exchange waste water treatment supply (IEWTS) and two water softener systems. FOB: Destination				

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0001AA	Destination	Government	Destination	Government
0001AB	Destination	Government	Destination	Government
0001AC	Destination	Government	Destination	Government
0001AD	Destination	Government	Destination	Government
0001AE	Destination	Government	Destination	Government
0001AF	Destination	Government	Destination	Government
0001AG	Destination	Government	Destination	Government
0001AH	Destination	Government	Destination	Government
0001AJ	Destination	Government	Destination	Government
0001AL	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0001AA	POP 01-NOV-2015 TO 31-OCT-2016	N/A	FLEET READINESS CENTER SOUTHEAST RECEIVING OFFICER DLA DISTRIBUTION SWAN ROAD BLDG 175 DOOR 9 NAVAL AIR STATION JACKSONVILLE FL 32212-0103 904-790-5296 FOB: Destination	N65886
0001AB	POP 01-NOV-2015 TO 31-OCT-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886
0001AC	POP 01-NOV-2015 TO 31-OCT-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886
0001AD	POP 01-NOV-2015 TO 31-OCT-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886
0001AE	POP 01-NOV-2015 TO 31-OCT-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886
0001AF	POP 01-NOV-2015 TO 31-OCT-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886
0001AG	POP 01-NOV-2015 TO 31-OCT-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886
0001AH	POP 01-NOV-2015 TO 31-OCT-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886
0001AJ	POP 01-NOV-2015 TO 31-OCT-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886
0001AL	POP 01-NOV-2015 TO 31-OCT-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886
0002	POP 01-NOV-2015 TO 31-OCT-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886
0003	POP 01-NOV-2015 TO 31-OCT-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886
1001	N/A	N/A	N/A	N/A

1001AA	POP 01-NOV-2016 TO 31-OCT-2017	N/A	FLEET READINESS CENTER SOUTHEAST N65886 RECEIVING OFFICER DLA DISTRIBUTION SWAN ROAD BLDG 175 DOOR 9 NAVAL AIR STATION JACKSONVILLE FL 32212-0103 904-790-5296 FOB: Destination	
1001AB	POP 01-NOV-2016 TO 31-OCT-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886
1001AC	POP 01-NOV-2016 TO 31-OCT-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886
1001AD	POP 01-NOV-2016 TO 31-OCT-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886
1001AE	POP 01-NOV-2016 TO 31-OCT-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886
1001AF	POP 01-NOV-2016 TO 31-OCT-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886
1001AG	POP 01-NOV-2016 TO 31-OCT-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886
1001AH	POP 01-NOV-2016 TO 31-OCT-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886
1001AJ	POP 01-NOV-2016 TO 31-OCT-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886
1001AL	POP 01-NOV-2016 TO 31-OCT-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886
1002	POP 01-NOV-2016 TO 31-OCT-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886
1003	POP 01-NOV-2016 TO 31-OCT-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886
2001	N/A	N/A	N/A	N/A
2001AA	POP 01-NOV-2017 TO 31-OCT-2018	N/A	FLEET READINESS CENTER SOUTHEAST N65886 RECEIVING OFFICER DLA DISTRIBUTION SWAN ROAD BLDG 175 DOOR 9 NAVAL AIR STATION JACKSONVILLE FL 32212-0103 904-790-5296 FOB: Destination	
2001AB	POP 01-NOV-2017 TO 31-OCT-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886

2001AC	POP 01-NOV-2017 TO 31-OCT-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886
2001AD	POP 01-NOV-2017 TO 31-OCT-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886
2001AE	POP 01-NOV-2017 TO 31-OCT-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886
2001AF	POP 01-NOV-2017 TO 31-OCT-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886
2001AG	POP 01-NOV-2017 TO 31-OCT-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886
2001AH	POP 01-NOV-2017 TO 31-OCT-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886
2001AJ	POP 01-NOV-2017 TO 31-OCT-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886
2001AL	POP 01-NOV-2017 TO 31-OCT-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886
2002	POP 01-NOV-2017 TO 31-OCT-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886
2003	POP 01-NOV-2017 TO 31-OCT-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886
3001	N/A	N/A	N/A	N/A
3001AA	POP 01-NOV-2018 TO 31-OCT-2019	N/A	FLEET READINESS CENTER SOUTHEAST RECEIVING OFFICER DLA DISTRIBUTION SWAN ROAD BLDG 175 DOOR 9 NAVAL AIR STATION JACKSONVILLE FL 32212-0103 904-790-5296 FOB: Destination	N65886
3001AB	POP 01-NOV-2018 TO 31-OCT-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886
3001AC	POP 01-NOV-2018 TO 31-OCT-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886
3001AD	POP 01-NOV-2018 TO 31-OCT-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886
3001AE	POP 01-NOV-2018 TO 31-OCT-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886

3001AF	POP 01-NOV-2018 TO 31-OCT-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886
3001AG	POP 01-NOV-2018 TO 31-OCT-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886
3001AH	POP 01-NOV-2018 TO 31-OCT-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886
3001AJ	POP 01-NOV-2018 TO 31-OCT-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886
3001AL	POP 01-NOV-2018 TO 31-OCT-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886
3002	POP 01-NOV-2018 TO 31-OCT-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886
3003	POP 01-NOV-2018 TO 31-OCT-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886
4001	N/A	N/A	N/A	N/A
4001AA	POP 01-NOV-2019 TO 31-OCT-2020	N/A	FLEET READINESS CENTER SOUTHEAST RECEIVING OFFICER DLA DISTRIBUTION SWAN ROAD BLDG 175 DOOR 9 NAVAL AIR STATION JACKSONVILLE FL 32212-0103 904-790-5296 FOB: Destination	N65886
4001AB	POP 01-NOV-2019 TO 31-OCT-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886
4001AC	POP 01-NOV-2019 TO 31-OCT-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886
4001AD	POP 01-NOV-2019 TO 31-OCT-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886
4001AE	POP 01-NOV-2019 TO 31-OCT-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886
4001AF	POP 01-NOV-2019 TO 31-OCT-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886
4001AG	POP 01-NOV-2019 TO 31-OCT-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886
4001AH	POP 01-NOV-2019 TO 31-OCT-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886
4001AJ	POP 01-NOV-2019 TO 31-OCT-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886

4001AL	POP 01-NOV-2019 TO 31-OCT-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886
4002	POP 01-NOV-2019 TO 31-OCT-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886
4003	POP 01-NOV-2019 TO 31-OCT-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N65886

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	DEC 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.211-11	Liquidated Damages--Supplies, Services, or Research and Development	SEP 2000
52.211-17	Delivery of Excess Quantities	SEP 1989
52.222-50	Combating Trafficking in Persons	MAR 2015
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
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

252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7011	Alternative Line Item Structure	SEP 2011
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	DEC 2014
252.215-7007	Notice of Intent to Resolicit	JUN 2012
252.215-7008	Only One Offer	OCT 2013
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013

CLAUSES INCORPORATED BY FULL TEXT

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

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

(B) 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 public (Federal, State, or local) 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 (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.; and

(D) 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.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) 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.

(ii) 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.

(2) Examples. (i) 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.

(ii) 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.

(iii) 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.

(iv) 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).

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

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

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

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

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

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

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

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

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

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (APR 2014)

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

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

(1) The solicitation number;

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

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

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

(5) Terms of any express warranty;

(6) Price and any discount terms;

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

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

(9) Acknowledgment of Solicitation Amendments;

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

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

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

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no

expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this

solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

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

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

GENERAL INSTRUCTIONS:

Solicitation Questions: It is requested that all questions be e-mailed within five (5) working days after release of the Request for Quote (RFQ) to allow the Navy adequate time to prepare and issue responses to all Offerors questions prior to the date and time set for receipt of proposals. The Navy will continue to accept questions up to the closing date and time of the solicitation; however, time may not permit responses to be issued prior to proposal receipt for questions received after the time set forth above. It is the Government's intention that questions and responses will be distributed electronically to all offerors via amendment/s to the RFQ. Questions need to include the document name, document date, specific page, paragraph, clause or other definitive citation requiring clarification.

Inquiries and questions shall be emailed to the contract specialist at: alan.d.bergman@navy.mil

Offerors are hereby notified that from time to time, the Government may post additional information to the web site relating to this solicitation (e.g. responses to questions, amendments, etc.). It is the Offerors responsibility to check the web site for any such information.

PERIOD OF ACCEPTANCE FOR OFFERS

For the purpose of pricing, contract award is anticipated in August 2015. Proposals shall remain effective for one hundred and twenty (120) days from the closing date of the RFQ.

INCUMBENT CONTRACTOR:

The Incumbent Contractor is: Evoqua Water Technologies, N68836-14-P-0800. The current contract resulted from full and open competitions and expires 31 July 2015 Value of Contract: \$149,585.00 for the POP of 1 Aug 2014-31 July 2015.

The offeror shall email an electronic copy of the proposal to alan.d.bergman@navy.mil by the closing date listed in the RFQ. The subject of the email shall contain the RFQ number.

REQUIRED SUBMITTALS:

A. Cover Letter:

The offeror shall submit a cover letter containing the following information:

1. RFP number and title
 2. Offeror's POC information for contractual questions/negotiations
 3. Tax ID number
 4. Name, title, email address, and telephone number of the individual(s) with authority to bind the company
 5. The offeror shall annotate on the cover sheet if it takes an exceptions to any of the terms of the contract by checking one of the following blocks
- The contractor does not take any exception
- The contractor takes exceptions (List exceptions)

B. RFP Page 1:

The Quoters shall complete page 1 of the SF1449 by completing Block 12 (if applicable), Block 17a (including complete address and CAGE code), Block 17b (if applicable), and Blocks 30a thru 30c. Additionally, the Quoters shall complete the fill-ins for the following clauses: 52-209-5, 52-212-3, and 252-203-7005.

C. Technical Proposal shall provide the information called out for Factors 1 and 2:

The Government will award a contract resulting from this solicitation to the responsible quoter whose quote conforming to the solicitation is the lowest price, technically acceptable. The following factors shall be used to evaluate quotes:

Factor One (1) Technical Capability (25 page limit)

Subfactor One (1): Technical Approach- The quoter shall demonstrate an understanding of the solicitation requirements by describing in detail, their approach and plan to perform and manage the work specifically required by the Statement of Work (SOW). The quoter's technical approach must identify the processes it will utilize to pickup and delivery of ion exchange/or activated carbon container/tanks to ensure reliable and continuous supply of industrial process water (industrial process recycled water and deionized water) at FRCSE.

Subfactor Two (2): Quality Control Plan- The contractor shall ensure the delivery of quality supplies throughout the life of the contract. Quoters shall therefore prepare and submit a quality control plan. The plan shall, at a minimum, discuss the contractor's overall approach and procedures for evaluating the supplies contained in the SOW, communicating with the Government, resolving deficiencies, and identifying potential improvements. The plan shall also discuss internal review processes to include at a minimum: who will perform reviews and how reviews and/or inspections will be conducted (e.g. random, customer complaint, etc.).

Factor (2): Past Performance- Quoters shall submit a minimum of two Past Performance Surveys (attached separately) for the past three years for similar work, as stated in the SOW. The survey shall be submitted by the individual completing the questionnaire prior to solicitation closing date. Quoters can provide other information (verifiable references) that may be relevant in determining past performance history for the same or similar work.

The Government will review past performance information. Past performance information considered by the Government for the quoter's performance as a prime Contractor and/or subcontractor and the performance of its key management personnel may include the following areas: Quality of products or services, Timeliness, Business Relationships and Customer Satisfaction.

Offerors shall provide the customers listed on their Contractor Performance Data Sheets with the Past Performance Survey (attached separately) and inform them that they need to complete the Past Performance Survey and email it to contract specialist alan.d.bergman@navy.mil by the close date of the solicitation.

Factor Three (3): Price- The quoter's price quote will be evaluated to determine if it is complete, consistent and reasonable with the quoter's technical capability, and reflects a clear understanding of the solicitation requirements. Price is not scored or numerically weighted; it will be determined fair and reasonable utilizing price analysis. Price quotes shall include all price elements applicable to the proposed effort. The Government will evaluate quotations for award purposes by adding the total price for all options, if options are included, to the total price for the basic requirement.

Factor (4): Subcontracting Plan:

All large business concerns will be required to submit a subcontracting plan. The plan shall include all elements specified in FAR 19.704 and in accordance with DOD small business subcontracting goals. The subcontracting plan shall provide a good faith estimate of the percentages of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors to the maximum practicable extent. The small business subcontracting goal for this effort is 5%.

(End of provision)

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

(a) The Government will place an order resulting from this solicitation to the responsible schedule contractor whose proposal conforming to the solicitation is the lowest priced technically acceptable offer. Non-price factors will be evaluated on an acceptable, unacceptable basis. To be considered technically acceptable, a proposal must receive a rating of "acceptable" for each non-price factor.

(b) Prior to evaluating an Offeror's Technical Proposals the government will review past performance information. Only those offers with acceptable past performance information will receive further consideration in review of technical and pricing information submitted.

LOW COST TECHNICALLY ACCEPTABLE EVALUATION

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 lowest price technically acceptable source selection process will be utilized. Award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors.

The Government intends to evaluate proposals and award a contract without discussions with offerors. Therefore the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

The following factors shall be used to evaluate offers:

EVALUATION FACTORS

Factor One (1) Technical Capability

Subfactor One (1): Technical Approach

Quoter demonstrates an understanding of the solicitation requirements by describing in detail, their approach and plan to perform and manage the work specifically required by the Description of Requirements. The quoter's technical approach identifies the processes it will utilize meet the specification limits for Industrial Process Recycle

Water contained in Attachment A and the requirements of paragraph 6.1 in the Statement of Work to ensure reliable and continuous supply of industrial process water (industrial process recycled water and deionized water) at FRCSE.

EVALUATION CRITERIA FOR SUBFACTOR 1

Acceptable – The quoter’s technical approach gives a detailed description of its plan to perform and manage the work specifically required by the Description of Requirements. The quoter identifies the processes it will utilize to meet the maximum limitations for Industrial Process Recycle Water as contained in Attachment A and the requirements of paragraph 6.1 in the Statement of Work to ensure reliable and continuous supply of industrial process water (industrial process recycled water and deionized water) at FRCSE.

Unacceptable - Quote does not clearly meet the minimum requirements of the solicitation.

Subfactor Two (2): Quality Control Plan- The quoter’s Quality Control Plan discusses the contractor’s overall approach and procedures for evaluating the supplies contained in the Description of Requirements and describes their procedures for communicating with the Government, resolving deficiencies, and identifying potential improvement and addresses the internal review processes to include at a minimum: who will perform reviews and how reviews and/or inspections will be conducted (e.g. random, customer complaint, etc.).

EVALUATION CRITERIA FOR SUBFACTOR 2

Acceptable – Quote clearly meets the minimum requirements of the solicitation.

Unacceptable – Quote does not clearly meet the minimum requirements of the solicitation.

Note: To be considered technically acceptable for Factor One (1), a proposal must receive a rating of “acceptable” for each subfactor.

Factor (2): Past Performance

Offerors shall submit a minimum of two Past Performance Surveys for the past three years for similar work, as stated in the Statement of Work. The survey shall be submitted by the individual completing the questionnaire prior to the solicitation closing date. Offerors may provide other information (verifiable references) that may be relevant in determining past performance history for the same or similar work. Please ensure the point of contact information is current at time of submission.

The Government will review past performance information submitted and may also utilize other information such as the Contracting Officer’s knowledge of and previous experience with the supply and/or service being acquired or any other reasonable basis. Past performance information considered by the Government for the Offeror’s performance as a prime Contractor and/or subcontractor and the performance of its key management personnel may include the following areas: Quality of products or services, Timeliness, Business Relationships and Customer Satisfaction.

EVALUATION CRITERIA FOR PAST PERFORMANCE

Acceptable - Based on the Offeror’s performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort, or the Offeror’s performance record is unknown.

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 reasonably be 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.”

Unacceptable - Based on the Offeror's performance record, the Government has no reasonable expectation that the Offeror will be able to successfully perform the required effort.

Offerors must be rated as "Acceptable" for Technical Capability and "Acceptable" for Past Performance in order to be evaluated for Price.

Factor (3): Price Proposal

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).

Failure to furnish the price proposal in accordance with the instructions above may render the offer unacceptable.

Factor (4): Subcontracting Plan

EVALUATION CRITERIA FOR SUBCONTRACTING PLAN

Acceptable – Offerors subcontracting plan meets the subcontracting goal of 5% and provides an estimate of the percentages of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors to the maximum practicable extent.

Unacceptable – Offerors subcontracting plan does not meet the subcontracting goal of 5% and does not provide a estimate of the percentages of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors to the maximum practicable extent.

(End of provision)

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

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"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.

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 small business concern" means a small business concern—

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

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

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

(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 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.

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

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

Black American.

Hispanic American.

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

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

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

Individual/concern, other than one of the preceding.

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

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

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

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

(g)

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

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

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

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

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—

Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.:

_____ [List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

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

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

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

Line Item No.:	Country of Origin:

[List as necessary]

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

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

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

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

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

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

(4) [____] Have, [____] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 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. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

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

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

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

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

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

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

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

(2) [] Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(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.

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 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 (DEC 2014)

(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 (MAR 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).

X (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.)

X (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).

X (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.

X (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.

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

- X (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)).
- X (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- X (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- X (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).
- ____ (23) 52.219-29, Notice of Set-Aside for 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)).
- X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 3126).
- X (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- X (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).
- X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).
- X (31) 52.222-37, Employment Reports on Veterans (July 2014) (38 U.S.C. 4212).
- X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ____ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- X (34) 52.222-54, Employment Eligibility Verification (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).

____ (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)).

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

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (3) 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).

____ (4) 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).

____ (5) 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).

____ (6) 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).

____ (7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

____ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

____ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

____ (10) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

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

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

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

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

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

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

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

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

(xi) 52.222-51, 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.)

(xii) 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)

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

(xiv) 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).

(xv) 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.

(xvi) 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.

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

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

(End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of provision)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to the expiration period of the current contract or option period.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 Days prior to the contract expiring provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

Months.

(End of clause)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2013-O0014) (OCT 2014)

(a) This clause does not apply to small business concerns.

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

“Alaska Native Corporation (ANC)” means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2). “Commercial item” means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

“Electronic Subcontracting Reporting System (eSRS)” means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

“Individual contract plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master plan” means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business concerns, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and with women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror’s subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of --

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to --

(i) Small business concerns,

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns, and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the System for Award Management (SAM), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with --

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

- (8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$650,000 (\$1.5 million for construction of any public facility with further subcontracting possibilities) to adopt a plan similar to the plan that complies with the requirements of this clause.
- (10) Assurances that the offeror will --
- (i) Cooperate in any studies or surveys as may be required;
 - (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
 - (iii) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (1) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;
 - (iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;
 - (v) Provide its prime contract number, its DUNS number, and the e-mail address of the offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and
 - (vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.
- (11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
- (i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
 - (ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
 - (iii) Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating --
 - (A) Whether small business concerns were solicited and if not, why not;
 - (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
 - (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
 - (D) Whether HUBZone small business concerns were solicited and, if not, why not;
 - (E) Whether small disadvantaged business concerns were solicited and if not, why not;
 - (F) Whether women-owned small business concerns were solicited and if not, why not; and
 - (G) If applicable, the reason award was not made to a small business concern.
 - (iv) Records of any outreach efforts to contact --
 - (A) Trade associations;
 - (B) Business development organizations;
 - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
 - (D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through --

(A) Workshops, seminars, training, etc., and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the SAM database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided --

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with --

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(iii) The authority to acknowledge receipt or reject the ISR resides--

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) SSR.

(i) Reports submitted under individual contract plans--

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$650,000 (over \$1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors.

(D) The consolidated SSR shall be submitted annually for the twelve month period ending September 30. The report is due 30 days after the close of the reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan--

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(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.

(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)

52.233-2 SERVICE OF PROTEST (SEP 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Mr. Darryl Nelson, Bldg 110 Yorktown Road, NAS Jacksonville, FL 32212; email: darryl.nelson@navy.mil
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR Clauses: <http://acquisition.gov/far/>

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any _____ (48 CFR Chapter _____) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any insert regulation name (48 CFR _____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)

(a) Definition. Covered DoD official is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

(End of provision)

252.203-7998 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION 2015-O0010) (FEB 2015)

(a) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or

subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

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

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

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

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

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

(End of clause)

252.209-7992 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2015 APPROPRIATIONS (DEVIATION 2015-OO0005) (DEC 2014)

(a) In accordance with sections 744 and 745 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds made available by this or any other Act may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability,

unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

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).

2-IN-1

(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.

N/A

(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*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0251
Issue By DoDAAC	N68836
Admin DoDAAC	N68836
Inspect By DoDAAC	N/A
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N65886
Service Acceptor (DoDAAC)	N65886
Accept at Other DoDAAC	N/A
LPO DoDAAC	N65886
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(*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 e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

raymond.haymond@navy.mil
Trina.bembry@navy.mil

(g) WAWF point of contact.

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

N/A

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

(End of clause)

STATEMENT OF WORK

**Description of Requirements
for
Industrial Process Water Treatment Supplies with Ion Exchange**

1. Background:

The Fleet Readiness Center Southeast (FRCSE) is an industrial facility that reworks, repairs, and overhauls various aircraft, engines, and components. In support of facility operations, FRCSE requires industrial process water of two types of water: 1) Industrial process recycled water (Non-Potable Water) and 2) Deionized water. Ion exchange water treatment services are required to produce two types of water:

- **Industrial Process Recycle Water:** FRCSE requires an ion exchange water treatment that removes metals and other contaminants.
- **Deionized Water Services :** FRCSE requires ion exchange water treatment that removes ions in order to provide FRCSE with process water that meets the standards of the American Society For Testing and Material (ASTM) Type IV water per ASTM D 1193 (latest version).

2. Specifications:

The contractor shall provide ion exchange and industrial water treatment tanks to FRCSE. The Contractor is responsible for providing all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items necessary to provide ion exchange and industrial water treatment tanks. This includes pickup and delivery of ion exchange and/or activated carbon containers/tanks to ensure a reliable and continuous supply of industrial process water. The feed water for these systems will have traces of Resource Conservation and Recovery Act (RCRA) listed substances. As a result, RCRA regulatory rules shall apply.

- Attachment A provides the technical specifications in terms of maximum limits for Industrial Process Recycle Water.
- Attachment B provides the tank location, description, and quantity.

3. Recognized Holidays:

The contractor shall not schedule delivery or pick up of on the following federal holidays:

New Year's Day	Labor Day
Martian Luther King Jr's Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

4. Hours of Operations:

Delivery/pickup shall be conducted between the hours of 0700 AM to 1500 PM Monday thru Friday except federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or Government directed closing.

5. Place of Performance:

Attachment B (Location/Quantity)

6. Requirements:

6.1 The Industrial Process Recycled Water Treatment Supply

The contractor shall deliver portable tanks containing ion exchange resins and/or activated carbon to ensure continuous industrial process recycled water (non-potable water) per attachment B. The portable tanks shall meet the following process requirements and criteria:

6.1.1 The carbon, general resin and the Cation/Anion tanks

- a. Shall treat 50 - 75 gallons per minute (GPM) at approximately 50 pounds square inch (PSI) in the Treatment Plants.
- b. This treatment configuration shall treat industrial process effluent water. The maximum limits of the industrial process effluent water to be treated are found in Attachment (A).
- c. The effluent from this water treatment is utilized as industrial process recycled water (non-potable water). The maximum limits for non-potable water are found in Attachment (A).

6.1.2 The hexavalent chrome specific resin tanks shall treat industrial process waste water that contains hexavalent chrome at a concentration of 0-100mg/L.

- a. Building 780 shall treat 50 – 75 GPM at approximately 50 PSI.
- b. Building 799 shall treat 2 - 10 GPM at approximately 30 – 50 PSI.
- c. The concentration of hexavalent chrome in the effluent of these tanks shall meet the requirements for treatment of the carbon and general resins supplied by the contractor.

6.1.3 The cyanide specific resin beds shall treat industrial process waste water that contains of compounds of cyanide at a concentration of 0-100mg/L.

- a. The process shall treat at 1 - 3 GPM at approximately 30 – 50 PSI.
- b. The concentration of cyanide in the effluent of these tanks shall meet the requirements for treatment of the carbon and general resins supplied by the contractor.

6.1.4 Industrial process deionized water shall meet ASTM Type IV deionized water in accordance with ASTM D1193 (latest version), Standard Specification for Reagent Water.

6.2 Ion Exchange Water Treatment Supply (IEWTS):

6.2.1 The contractor shall furnish rental portable tanks at the locations described in attachment B. The tanks shall contain ion exchange resins and/or activated carbon to ensure a continuous supply of industrial process deionized water. Each tank shall be filled with resin or carbon to its design volume.

6.3 Incidental Services-Monitoring and Testing

6.3.1 For each location in Attachment B, a conductivity meter shall be maintained at the system's connection point to the government's piping that indicates when the alarm set point is reached. The meter shall be checked for accuracy traceable to a National Institute of Standards (NIST) standard, approximately 20 -100 micro-siemens/cm. The meter shall be calibrated semi-annually and replaced as required.

6.3.2 The water treatment system shall incorporate monitoring / sampling ports at the system's connection point to the government's piping to facilitate monitoring of system performance and to estimate useful life of carbon and/or ion exchange resin/media.

6.3.3 The contractor shall provide connectors on their water treatment system bottles to allow connections to existing Government plumbing as directed by the Government point of contact (GPOC). A list of GPOC's will be provided upon contract award.

6.3.4 Four times per year the systems shall be checked for proper operation. This check shall include all components of the IEWTS and two parallel water softener systems.

6.3.5 After contract award, the contractor shall conduct 60 and 180 day assessments to determine whether supplies can be made more efficient or streamlined by using fewer or different size resin tanks. The results of this assessment (Hard Copy/Electronic) shall be delivered to the GPOC within 5 working days of the assessment

6.4 Transportation and Logistics Requirements

6.4.1 The contractor shall comply with all federal, state, and local regulatory requirements regarding:

- The proper handling, transportation and storage of bottles/tanks.
- Treatment and/or disposal of used carbon and/or resin media.
- Handling and disposal of the chemicals used to treat carbon and/or resin media

6.4.2 The contractor shall provide copies of all uniform hazardous waste manifests for all containers/tanks when removed from FRCSE to the GPOC.

6.4.3 If samples of the water to be treated are required by the contractor, the contractor shall provide all necessary containers, manifests, handling and laboratory analysis.

6.4.4 The GPOC at each shop identified in Attachment (B) will be authorized to place a verbal request against this contract up to the ordering limit specified in the schedule. Deliveries shall occur within 72 hours of request from designated GPOC.

6.4.5 The contractor shall provide a signed copy of the manifest for all containers/tanks at FRCSE NAS Jacksonville RCRA Part B Facility and manage all media waste in accordance with RCRA requirements. The contractor shall provide all certification / audit documentation to show proper management of all RCRA waste for the initial system to the Government and may be requested to provide certification / audit documentation of compliant facilities annually.

6.4.6 The contractor shall provide a copy of manifest and land disposal restriction paperwork for all portable containers/tanks to FRCSE Environmental and NAS Jacksonville RCRA Part B Facility (PWD) 48 hours prior to commencement of work to be performed. The contractor shall provide a certificate of recycling if applicable.

6.4.8 The contractor shall fill out the Resin Tank Usage Log (RTUL) attachment (D) and provide this log to the Government on a monthly schedule.

6.4.9 The contractor shall be solely responsible for any and all spills or leaks during the performance of the contract that occur as a result of, or are contributed to by the actions of its agents, subcontractors and/or employees. The contractor shall clean up such spills or leaks to the satisfaction of the Government and in a

manner that complies with applicable federal, state, and local laws and regulations. The cleanup shall be no cost to the government.

6.4.10 All contractor employees must be capable of obtaining legal access to FRCSE facilities and shall follow FRCSE work instruction (See Attachment C)

6.4.11 Some tanks are located on a part of the base known as the flight line. A special “Ramp Stamp License” is required to drive in those areas. A driver that the contractor uses to support the contract will require flight line access. The drivers shall attend and pass the “Ramp Stamp License” training class conducted by FRCSE. Training is conducted on a weekly basis in building 101 at FRCSE, NAS Jacksonville, and is two (2) hours in duration. Contractor drivers will not be authorized to drive on flight line until they have successfully completed this class. The class shall be successfully completed within ten (10) days after contract award.

7. Quality Assurance Provisions

Ion exchange water treatment shall meet the American Society For Testing and Material (ASTM) Type IV water per ASTM D 1193 (latest version). Media waste disposal shall be fully compliant with the Resource Conversation and Recovery Act (RCRA). The contractor shall submit a Quality Control Plan to demonstrate compliance with RCR. The Quality Control Plan shall discuss the contractor’s overall approach and procedures for evaluating the supplies contained in the Description of Requirements. This includes communicating with the Government, resolving deficiencies, and identifying potential improvement and addressing their internal review processes.

8. Period of Performance:

Base:	1 – Aug – 2015 to 31 – Jul - 2016
Option I:	1 – Aug – 2016 to 31 – Jul - 2017
Option II:	1 – Aug – 2017 to 31 – Jul – 2018
Option III:	1 – Aug – 2018 to 31 – Jul – 2019
Option IV:	1 – Aug – 2019 to 31 – Jul - 2020

9. Point of Contact:

Primary:	Secondary:
Raymond “Lee” Haymond	Michael Woodside
PH: 904-790-4333	PH: 904-790-6527
Email: raymond.haymond@navy.mil	Email: michael.woodside@navy.mil

Attachments:

Attachment A (Maximum Limits for Industrial Process Recycled Water)
 Attachment B (Location and Quantity of Tanks)
 Attachment C (FRCSE Work Restrictions)
 Attachment D (Resin Tank Usage Log)

ATTACHMENT A - MAX LIMITS**Attachment A**

Maximum Limits for Industrial Process Recycle Water

Maximum Limits for Industrial Process Recycled Water (HW)			
Parameters	Non Potable Water (NPW)	Process Effluent Water	EPA Test Method
Nickel	5 mg/L	100 mg/L	SW-846 6010
Chromium	5 mg/L	100 mg/L	SW-846 6010
Cadmium	5 mg/L	100 mg/L	SW-846 6010
Lead	2 mg/L	100 mg/L	SW-846 6010
Zinc	5 mg/L	100 mg/L	SW-846 6010
Manganese	5 mg/L	100 mg/L	SW-846 6010
Silver	2 mg/L	100 mg/L	SW-846 6010
Chlorides	40 mg/L	400 mg/L	300.0
Fluorides	3 mg/L	30 mg/L	300.0
Phosphates	10 mg/L	100 mg/L	300.0
Sulfates	100 mg/L	500 mg/L	300.0
Nitrates	10 mg/L	100 mg/L	300.0
Bicarbonates	75	300 mg/L	n/a
Free Cyanide	Not detected	Not detected	335.2
Total Dissolved Solids	500 mg/L	2000 mg/L	n/a
Conductivity	1000 micro-siemens	4000 micro-siemens	120.1
pH (lower and upper limits)	6.5 – 8.5	5 – 9	150.1
Oil & Grease	Not detected	Not detected	413.1
Chemical Oxygen Demand	125	125	410.2

*Note: Maximum Limits represents a worst case scenario and not reflective of normal daily operating parameters.

ATTACHMENT B LOCATION OF TANKS**Attachment B Location and Quantity of Tanks**

Location	Description	Feed Water Source	Qty in use Per Location
Plasma Shop 62724 Water Jet	TANK WX ANION 3.6 CF	recirculate	3
Plasma Shop 62724 Water Jet	TANK WX CATION 3.6 CF	recirculate	3
Conversion Coat 62713 #1 & #2	TANK WX ANION 3.6 CF	recycled	2
Conversion Coat 62713 #1 & #2	TANK WX CATION 3.6 CF	recycled	2
Conversion Coat 62713 #2	TANK Mixed Bed 3.6 CF	recycled	1
Plating Shop 62722	TANK WX ANION 3.6 CF	recycled	1
Plating Shop 62722	TANK WX CATION 3.6 CF	recycled	1
Tool & Die Shop 62740 - EDM	TANK Mixed Bed 1.2 CF	recirculate	1
Water Jet - Engines	TANK WX ANION 3.6 CF	recirculate	2
Water Jet - Engines	TANK WX CATION 3.6 CF	recirculate	2
Conversion Coat/Plating Shop	SYSTEM SERVICE 4 hours/visit water softeners at Bldg. 794 and 780	NA	NA
B780 - TP2	TANK Hex-Chrome 30 CF	process effluent	1
B780 - TP2	TANK SCU 30 CF	process effluent	2
B780 - TP2	TANK CARBON 30 CF	process effluent	1
B780 - TP2	TANK ANION 30 CF	process effluent	1
B780 - TP2	TANK CATION 30 CF	process effluent	1
B799 - TP3	TANK Hex-Chrome 3.6 CF	process effluent	2
B799 - TP3	TANK Hex-Chrome 30 CF	process effluent	2
B799 - TP3	TANK SCU 30 CF	process effluent	2
B799 - TP3	TANK CARBON 30 CF	process effluent	1
B799 - TP3	TANK ANION 30 CF	process effluent	1
B799 - TP3	TANK CATION 30 CF	process effluent	1
B794 - (TP3)	TANK CYANIDE SPECIFIC 1.2 CF	process effluent	6

ATTACHMENT C - WORK RESTRICTIO**Attachment C****Fleet Readiness Center Southeast Work Restrictions****1. GENERAL**

1.1. This attachment covers the most common work restrictions for contractors working at Fleet Readiness Center Southeast (FRCSE) facilities. Any special work restrictions for a specific contract are covered in depth in the main body of the SOW. The contractor shall obtain the necessary passes and/or identification for entry into NAS Jacksonville and FRCSE for all employees prior to commencement of work.

2. CONTRACTOR ACCESS AND USE OF PREMISES

2.1. Naval Air Station(NAS) Jacksonville Base Regulations

2.1.1. Each contractor must identify itself as either a U.S.-owned or a Foreign Owned, Controlled or Influenced (FOCI) entity.

2.1.1.1. A company is considered to be a FOCI entity when a foreign interest has the power, either direct or indirect, whether or not exercised, to direct or decide matters affecting the management or operations of the company in a manner which may result in unauthorized access to classified information or may adversely affect the performance of a classified contract. A FOCI entity must contact the TPOC/COR within 5 days of contract award to begin paperwork necessary to obtain base access in a timely manner. A non-U.S. citizen employed by a FOCI entity is considered a foreign national of the foreign interest's country. A U.S. citizen employed by FOCI entity is considered a foreign representative of the foreign interest's country but access will be managed the same as a foreign national.

2.1.1.2. The contractor must identify any foreign national and foreign representative personnel who will be requiring access to FRCSE facilities in performance of the contract. These personnel must be identified to the TPOC/COR within 5 business days of contract award to begin paperwork necessary to obtain base access for those individuals in a timely manner.

2.1.2. The contractor shall be responsible for securing the necessary permits and base access passes for contractor personnel, vehicles, and equipment for the duration of the contract. NAS Jacksonville Security Forces reserve the right to refuse to issue a pass to an employee of the contractor for any reason deemed valid by the Government.

2.1.2.1. Non-U.S. citizen personnel of a FOCI entity will be required to provide the Security Forces at the NAS Jacksonville Pass and ID Office located at the Main Gate on Yorktown Ave with vehicle registration, proof of insurance, driver's license, and passport in order to obtain a pass for entry onto the Base.

2.1.2.2. U.S. Citizen Personnel of a FOCI entity will be required to provide the Security Forces with vehicle registration, proof of insurance, driver's license, and second form of picture ID.

2.1.2.3. U.S.-owned company personnel will be required to provide the Security Forces with vehicle registration, proof of insurance, and driver's license.

2.1.2.4. The contractor shall submit Base Access Request Forms (provided by the TPOC/COR) for all contractor and subcontractor personnel, equipment and vehicles to the TPOC/COR or FRCSE Security, complete and in a timely manner, no less than 5 workdays prior to actual visit.

2.1.3. Flight Line Access: Unless otherwise stated in the main body of the Statement of Work, flight line access is not required for this job. Contractor personnel shall not, under any circumstances, enter the flight line, nor shall they solicit FRCSE personnel for tours. Personnel found on the flight line without a valid reason for being there, and personnel who do not possess a valid flight line access badge, will be detained by NAS Jacksonville security personnel and will be permanently denied further access to FRCSE and NAS Jacksonville property. The contractor shall report any such violations to the FRCSE Point of Contact immediately. There will be no exceptions made to this requirement.

2.1.4. Infrequent Access (< 30 days/year): Unless the contractor/visitor is registered in RAPIDGate, all infrequent visitors of less than 30 consecutive days will be required to stop at the NAS Pass and Decal office every day to obtain a one day pass until work is completed. Information regarding how to obtain the day passes will be provided by the TPOC/COR.

2.1.5. Routine Access (\geq 30 days/year): Unless the contractor/visitor is registered in RAPIDGate, contractor personnel who will be performing work at FRCSE for thirty (30) consecutive days or more per year will also be required to stop at the NAS Pass and Decal office every day to obtain a one day pass until work is completed. Information regarding how to obtain the day passes will be provided by the TPOC/COR.

2.1.6. RAPIDGate

2.1.6.1. Depending on the duration of access/number of days required to perform work related to the contract, the contractor may wish to obtain access to NAS Jacksonville or NS Mayport via RAPIDGate. Information regarding RAPIDGate can be provided by your FRCSE contract POC. Note that RAPIDGate is only available to U.S. Citizens representing U.S. owned companies.

2.1.6.2. Base access via RAPIDGate involves registration, enrollment, background vetting, screening, issuance of credentials, and electronic validation of credentials at the vendor's own cost. Credentials will be issued every five years and access privileges will be reviewed and renewed on an annual basis.

2.1.6.3. The costs incurred to obtain RAPIDGate approval and credentials or Navy Installation access is not reimbursable and will not be approved as a direct cost of the contract. In addition, any costs incurred as a result of a decision not to enroll in RAPIDGate, including, but not limited to, base access delays, demurrage charges, etc., are also not reimbursable and will not be approved as a direct cost of the contract.

2.1.7. Truck deliveries to NAS Jacksonville

2.1.7.1. Is limited to the commercial gate north of Yorktown Avenue on US 17 (Roosevelt Boulevard). To minimize traffic congestion, delivery of materials shall be outside of peak traffic hours (6:00 to 8:00 a.m. and 2:30 to 5:00 p.m.).

2.1.7.2. In order to ensure there are no delays in material delivery, manifests shall bear the contract number, FRCSE Building number, and the FRCSE Point of Contact name and telephone number, and the contractors name and phone numbers.

2.2. FRCSE Complex Regulations

2.2.1. Contractors shall ensure that contractor personnel employed on the FRCSE complex become familiar with and obey all regulations.

2.2.2. Contractor's Access

- 2.2.2.1. The contractor's company must submit an FRCSE Visit Access Request five days in advance of the visit, FRCSE 5500/17, through the Site Protection Division Office (code 65200) email address jaxs_security@navy.mil. This form is reviewed, approved, and entered into AMAG, making the requesting employee eligible for a temporary NAS JAX Gate Access Pass.
- 2.2.2.2. The FRCSE Visit Access Request, FRCSE 5500/17, is submitted for each visit to FRCSE and will indicate the number of days required for facilitating the conduct of business at FRCSE, not to exceed 30 one passes per request. If a visit exceeds 30 days, an updated FRCSE Visit Access Request, FRCSE 5500/17, must be submitted at least five days before the request expires. Failure to do so will delay the individuals' access to the station, as these forms are processed in the order received. (Emergent requirements are handled on a case-by-case basis, depending upon the needs of FRCSE.)
- 2.2.2.3. Long-term (more than 30 days) contractor personnel must compose a request on company letterhead stationery. For information required to be on the request, contact your FRCSE POC.
- 2.1.1.1. No personnel shall be permitted inside the FRCSE complex that has been previously denied an access badge to any Department of Defense facility, entity, or organization.
- 2.1.1.2. Personnel who do not maintain a valid FRCSE contractor's badge will not be permitted inside the FRCSE complex.
- 2.1.1.3. Immediately report instances of lost or stolen badges to the FRCSE security office. Upon completion of the contract and/or termination of the service of any employee, the contractor shall return the badges to the FRCSE security office. Compliance with this requirement is mandatory.
- 2.1.2. Vehicle Access Pass: Fenced portions of FRCSE Complex require contractor's to obtain a vehicle access pass. The pass may be obtained from the FRCSE Security Office. Passes will be strictly limited to business vehicles only that are plainly marked with the name, address and telephone number of the business. Personal vehicles will not be permitted inside the FRCSE complex for any reason. All personnel who request a vehicle pass must have a valid driver's license.
- 2.1.3. Contractor personnel will not be permitted to enter FRCSE buildings, spaces, and areas not covered by this contract except on prior approval of the FRCSE Security Office. Coordinate action with the FRCSE Point of Contact to obtain such entry approval.
- 2.1.4. Restrict employees/representatives to the work site and control travel directly to and from the work site. Do not enter any restricted areas unless required to do so and until cleared for such entry, keeping within the limits of the work area and avenues of ingress and egress.
- 2.1.5. Restore all traffic/parking/security signs and markings, including space numbers, designations, and lines, to their original form if such signs/markings are defaced or deleted during construction/repair.
- 2.1.6. Ensure that no opening in the roof/walls/windows/fence of the building exists at the end of the workday and do not exist where penetration is possible during non-working hours. If the building cannot be secured at the end of the workday, coordinate action with the FRCSE Security Office and the FRCSE Point of Contact to notify the cognizant code to arrange for a security watch.

- 2.1.7. Alcohol, drugs and weapons are prohibited on site. Any person suspected of being under the influence of drugs or alcohol or found carrying any weapon will be promptly removed from the job site; their access badge will be confiscated. Personnel may also be permanently prohibited from entry to NAS Jacksonville and FRCSE property if any of these items are found in their possession. Failure to comply with this requirement may also result in detainment by NAS Jacksonville security personnel. The FRCSE Point of Contact will not intercede for the contractor or contractor personnel on their behalf for any violation of this requirement.
- 2.1.8. Smoking is not permitted inside government buildings. All personnel shall smoke only in designated smoking areas. Failure to comply may result in reprimand or denial of access to the FRCSE complex.
- 2.1.9. Storage of Materials and Equipment at or near construction sites
- 2.1.9.1. The contractor shall coordinate with their FRCSE Point of Contact for an approved contractor lay-down area if one is required.
- 2.1.9.2. Ensure that no material is stacked within 10 feet of the perimeter fence. Remove from the work site, or secure ladders or other such equipment that could be used to climb the perimeter fence. Ensure that no vehicles are parked within 10 feet of the perimeter.
- 2.1.9.3. Contractor is responsible for control and security of contractor-owned equipment and materials at the work site. Report immediately any missing, lost, or stolen property to the FRCSE Security Office in the Main Lobby of building 101 (904) 790-5500 as each case occurs.
- 2.1.9.4. The lay-down area will be kept neat and clean at all times, and all material shall be stored in a manner that prevents dispersal by wind, rain (Severe Weather Plan).
- 2.1.9.5. The contractor may erect a temporary fence around the lay-down to secure construction materials
- 2.1.10. Working Hours
- 2.1.10.1. Standard working hours normally consist of an 8-1/2 hour period between 6 a.m. and 2:30 p.m., Monday through Friday, excluding federal holidays.
- 2.1.10.2. The contractor shall conduct operations so as to cause the least possible interference with normal operations of the activity, and shall coordinate his work with supervisors and other shop personnel in the affected area so as to minimize disruption to production.
- 2.1.10.3. Any work involving asbestos removal and/or possible disturbance should be scheduled on a Saturday/Sunday or second/third shift and coordinated through the FRCSE Point of Contact with the FRCSE's facility Asbestos Program Manager.
- 2.1.10.4. Work outside regular working hours requires coordination by the FRCSE Point of Contact and may also require Contracting Officer approval. Make request 15 calendar days prior to such work to allow arrangements to be made by the Government for coordinating and inspecting the work in progress, giving the specific dates, hours, location, type of work to be performed, contract number and project title. Based on the justification provided, the Contracting Officer may approve work outside regular hours. During periods of darkness, the different parts of the work shall be lighted in a manner approved by the FRCSE Point of Contact.

2.1.11. Environmental

2.1.11.1. FRCSE Environmental Guide Spec should be included with SOW but can be provided by FRCSE POC. Guide spec is an overall guide for all environmental considerations as they pertain to this project at the FRCSE.

2.1.11.2. The contractor shall comply with all federal, state, and local environmental regulations throughout the course of the contract. The contractor shall ensure that their employees are adequately trained to ensure compliance while working on NAS Jacksonville for the FRCSE.

2.1.12. Utility Cutovers and Interruptions

2.1.12.1. Make utility cutovers after normal working hours or on Saturdays, Sundays, and Government holidays unless directed otherwise.

2.1.12.2. All utility outages that do not require securing base services (high voltage systems, water/sewer, base compressed air or steam) shall be requested not less than fifteen (15) working days in advance from the FRCSE Point of Contact. Small outages, such as individual lighting circuits, may be coordinated locally with the shop supervisor responsible for the work area.

2.1.12.3. Utility outages that require securing base services shall be coordinated by the base maintenance contractor, Flur Federal Service (FFS), and their designated subcontractors. Outage requests shall be routed through the FRCSE Point of Contact.

2.1.12.4. Approvals of outages are dependent on FRCSE production requirements, and may be denied or cancelled at any time.

2.1.12.5. For operation of station utilities the contractor shall not operate nor disturb the setting of control devices in the station utilities system, including water, sewer, electrical, or steam. The Government will operate the control devices as required for normal conduct of work. The contractor shall notify the Contracting Officer giving reasonable advance notice when such operation is required.

2.1.13. Photography & Electronic Devices: Unofficial photography is prohibited on NAS Jacksonville and in the FRCSE complex. No cameras are allowed in FRCSE without the express written permission of the FRCSE security office. Cellular phones with cameras shall not be operated in camera mode while in FRCSE. Laptop computers and Palm Pilots **MUST** be approved by the FRCSE security office.

2.1.14. Tool and Material Controls:

2.1.14.1. The FRCSE complex is a constrained working area where aircraft and components are open and exposed. The contractor shall take steps to ensure that no tools or materials come in contact with equipment, aircraft or aircraft components. The contractor shall also ensure that no tools or materials are left in the building.

2.1.14.2. The contractor shall limit the amount of material stored on-site. Material shall be brought to the job site in amounts sufficient to perform the work on a daily basis. The contractor shall remove demolished materials from the job site at the end of the workday and shall not store demolished materials at the lay-down area for more than one week.

2.1.14.3. All unused material shall be removed from the work site and stored in the lay-down area or contractor's shop at the end of the workday. All equipment shall be conspicuously marked for identification.

- 2.1.14.4. The contractor shall take special precautions when working around the aircraft and components. All tools shall be secured to the lift or person by a lanyard. The contractor shall ensure that the space below his working area is covered or protected from damage by falling tools or materials. If a falling object strikes any aircraft or components the worker shall notify the nearest shop person immediately. Failure to notify shop personnel shall be grounds for permanent removal of the worker from the job site. There will be no exceptions.
- 2.1.14.5. When working within an aircraft line contract personnel shall check in with the local Quality Assurance personnel for inventory of tools to be used. Coordinated through your contract POC.
- 2.1.14.6. All tools used on the job shall be marked with the name of the owner or the company. All tools shall be controlled by the worker and shall not be left unattended in the building at any time. Contractor supervisory personnel shall remind the workforce DAILY of this requirement and shall enforce the requirement for the duration of the job. All tools that are left unattended will be confiscated by shop personnel or by the FRCSE Point of Contact. Unmarked tools will be returned to the contractor at the end of the workday.
- 2.1.15. Cleanliness Controls
- 2.1.15.1. All work shall be performed in a neat and orderly manner. Workspace cleanup shall be mandatory before, during and at the close of the workday for the entire duration of the contract. The contractor shall ensure that the job site is clean and free from debris and foreign materials at all times.
- 2.1.15.2. The contractor shall perform a walk down of the area at the close of each workday to verify that the area is clean and that all surplus material is removed from the building.

3. REGIONAL BASE OPERATING SUPPORT (RBOS) CONTRACTOR:

- 3.1. The RBOS contractor is retained by the Government to perform certain facility maintenance support services. Many FRCSE construction or equipment projects require some interface and coordination with the RBOS contractor for utility or other services. The contractor shall coordinate with the FRCSE Point of Contact for services available from the RBOS contractor.
- 3.2. The contractor shall not assume that the RBOS contractor is available for non-reimbursable work for bidding, planning, construction, or modification purposes. Any arrangements with RBOS contractor personnel for work associated with this contract shall be strictly the fiscal responsibility of the contractor and will not be assumed by the FRCSE or by any other government entity, and may not be added to the contract for reimbursement.
- 3.3. Services Expressly the Responsibility of the RBOS contractor: The RBOS contractor is responsible for fire alarm services, utility services and outage coordination, facility maintenance and repair, equipment maintenance and repair, and grounds maintenance. The contractor shall coordinate all work with the RBOS contractor through the FRCSE Point of Contact where such work is to be performed on equipment or facilities that are the responsibility of the RBOS contractor.

Attachment D

RESIN TANK USAGE LOG														
Description	Number of tanks started	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Number of Tanks Used
System Service	4													0
30 CF Anion Tank	14													0
30 CF Cation Tank	14													0
30 CF Carbon Tank	14													0
30 CF Fluoride Tank	0													0
30 CF Hex-Chrome	6													0
30 CF SCU Tank	14													0
3.6 CF Hex-Chrome Tank	8													0
3.6 Mix Bed Tank	8													0
3.6 WX Anion Tank	62													0
3.6 WX Cation Tank	62													0
1.2 Cyanide Specific	30													0
1.2 Mix-Bed Tank	3													0

PAST PERFORMANCE

Past Performance Survey

CONTRACTOR PERFORMANCE DATA SHEET

Offerors shall complete and return this form with their offer

Contractor's Business Name: _____ Solicitation No: N68836-15-T-0149

List Performance Data on your two most recently completed Federal Government contracts (not to exceed three years since completion) for like or similar work as listed in the RFP. (If cannot provide information on two Federal Government contracts, then list state, local, or commercial contracts, in that order, to complete this report.)

Contract Number: _____ Date Contract Completed: _____

Contract Quantity/Length of Service: _____

Indicate whether you were the Prime or Subcontractor for this effort: Prime _____ Subcontractor _____

Contract Type: Fixed Price _____ Cost Reimbursement _____ Other (Specify) _____

Description of work performed: _____

Customer Name: _____
Email Address: _____
Telephone No.: _____

Contract Number: _____ Date Contract Completed: _____

Contract Quantity/Length of Service: _____

Indicate whether you were the Prime or Subcontractor for this effort: Prime _____ Subcontractor _____

Contract Type: Fixed Price _____ Cost Reimbursement _____ Other (Specify) _____

Description of work performed: _____

Customer Name: _____
Email Address: _____
Telephone No.: _____

PAST PERFORMANCE SURVEY

Please complete and email to contract specialist Alan.D.Bergman@navy.mil
RFP: N68836-15-T-0149

Name of Contractor that performed work: _____
Contract No. _____
Date Work performed: _____

RATING SCALE

Please use the following ratings to answer the questions. If you are unable to rate an item because it was not a requirement, never an issue, or you have no knowledge of the item in question, then you should mark "NA".

- Acceptable - The Company's performance was satisfactory and you would consider doing business with them again. There were minor performance problems, which were satisfactorily corrected.
- Unacceptable - The Company's performance was entirely unsatisfactory and you would not do business with them again under any circumstances. There were serious performance issues with the contractor for which the contractor's corrective actions were ineffective.

NOTE: For statements indicating “Unacceptable” please provide an explanation in the comments section of the survey.

Acceptable Unacceptable

A. QUALITY OF PRODUCT OR SERVICE:

- (1) The Contractor provided a product or service that conformed to contract requirements, specifications, and standards of good workmanship.
- (2) The Contractor submitted accurate reports.
- (3) The Contractor utilized personnel that were appropriate to the effort performed.

B. COST CONTROL:

- (1) The Contractor performed the effort within the estimated cost/price.
- (2) The Contractor submitted accurate invoices on a timely basis.
- (3) The Contractor demonstrated cost efficiencies in performing the required effort.
- (4) The actual costs/rates realized closely reflected the negotiated costs/rates.

C. SCHEDULE:

- (1) The tasks required under this effort were performed in a timely manner and in accordance with the period of performance of the contract.
- (2) The Contractor was responsive to technical and/or contractual direction.

D. BUSINESS RELATIONSHIPS:

- (1) The Contractor demonstrated effective management over the effort performed.
- (2) The Contractor maintained an open line of communication so that the Contracting Officer’s Representative (COR) and/or Technical Point of Contact (TPOC) were apprised of technical, cost, and schedule issues.
- (3) The Contractor presented information and correspondence in a clear, concise, and businesslike manner.
- (4) The Contractor promptly notified the COR, TPOC, and/or Contracting Officer in a timely manner regarding urgent issues.
- (5) The Contractor cooperated with the Government in providing flexible, proactive, and effective recommended solutions to critical program issues.
- (6) The Contractor made timely award to, and demonstrated effective management of, its subcontractors.
- (7) The Contractor demonstrated an effective small/small disadvantaged business subcontracting program.

E. CUSTOMER SATISFACTION:

- (1) The products/services provided adequately met the needs

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of the program.

- (2) The Contractor was able to perform with minimal or no direction from the COR or the TPOC.
- (3) I am satisfied with the performance of the Contractor under this effort.

F. KEY PERSONNEL:

- (1) The labor turnover in key personnel labor categories was minimal and did not adversely affect Contractor performance.
- (2) The Contractor proposed qualified personnel to fulfill the requirements of the contract.

G. OTHER:

(1) Would you award this firm another contract? () Yes () No If you answered "No" provide an explanation. _____

(2) Was the contract terminated for default? () Yes () No

If you answered "Yes", provide an explanation. _____

SOURCE SELECTION INFORMATION - SEE FAR 2.101 AND 3.104
FOR OFFICIAL USE ONLY