

REQUEST FOR QUOTATIONS <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			PAGE OF PAGES 1 55	
1. REQUEST NO. N69450-15-Q-5922	2. DATE ISSUED 26-May-2015	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1		RATING	
5a. ISSUED BY NAVFAC SOUTHEAST PWD MERIDIAN 229 ALLEN ROAD, BLDG 427 NAS MERIDIAN MERIDIAN MS 39309-5427			6. DELIVER BY (Date) SEE SCHEDULE			
5b. FOR INFORMATION CALL: (Name and Telephone no.) (No collect calls) JASON E. CLAYTON 601-679-2510			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)			
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE			9. DESTINATION (Consignee and address, including ZIP Code) PWD MERIDIAN INSPECTOR OF RECORD 229 ALLEN RD, BLDG 427 NAS MERIDIAN MERIDIAN MS 39309-5427 TEL: 601-679-2179 FAX:			
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: (Date) 12-Jun-2015						
IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.						
11. SCHEDULE (Include applicable Federal, State, and local taxes)						
ITEM NO. (a)	SUPPLIES/ SERVICES (b)		QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
SEE SCHEDULE						
12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS No.	%	
NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.						
13. NAME AND ADDRESS OF QUOTER (Street, City, County, State, and ZIP Code)			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
			16. NAME AND TITLE OF SIGNER (Type or print)		TELEPHONE NO. (Include area code)	

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Clean Grease Traps, Base Year FFP Contractor shall furnish all necessary tools, equipment, supervision, personnel, labor, materials, supplies, and transportation required to perform all cleaning operations in connection with removing all fats, oils, grease, waste water and solids from the grease traps listed in the scope of work. The contents of the grease trap are to be pumped into a liquid holding tank truck. FOB: Destination	1	Job		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	Clean Grease Traps, 1st Option Year FFP Contractor shall furnish all necessary tools, equipment, supervision, personnel, labor, materials, supplies, and transportation required to perform all cleaning operations in connection with removing all fats, oils, grease, waste water and solids from the grease traps listed in the scope of work. The contents of the grease trap are to be pumped into a liquid holding tank truck. FOB: Destination	1	Job		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Clean Grease Traps, 2nd Option Year FFP	1	Job		
OPTION	Contractor shall furnish all necessary tools, equipment, supervision, personnel, labor, materials, supplies, and transportation required to perform all cleaning operations in connection with removing all fats, oils, grease, waste water and solids from the grease traps listed in the scope of work. The contents of the grease trap are to be pumped into a liquid holding tank truck. FOB: Destination				

NET AMT

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

Naval Air Station Meridian Grease Trap Maintenance

1. GENERAL REQUIREMENTS.

The Contractor shall furnish all labor, supervision, materials, supplies, equipment, management and transportation to pump out and clean three (3) grease traps on a quarterly basis or as specified.

2. TERM OF CONTRACT.

The contract term shall be for a period of one-year (12 months) commencing ten (10) days after the award. This contract also has provision for two one-year (12 months) option periods. Length of the contract will not exceed 36 months. The option periods will be exercised; by the Government, thirty (30) days prior to contract completion upon satisfactory performance by the Contractor.

3. SITE VISITATION.

Prior to submitting quotations, prospective bidders are invited to visit the site, inspect the work in place, and satisfy themselves as to the character and amount of work to be accomplished. Site visit has been scheduled for **4 June 2015 at 2:00PM.** All prospective bidders are encouraged to attend site visit to satisfy themselves as to the systems, locations and requirements to accomplish work as specified in solicitation. Access to the station will be dependent on a federal background check authenticating adequate security clearance; the contractor is encouraged to screen any employees they wish to attend the site visit prior to arrival. The US Government is not responsible for delays encountered during the security verification process.

Please find attached background check form with this solicitation. The contractor is encouraged to forward this form prior to the site visit date to Jason Clayton, at Jason.e.clayton@navy.mil or by fax to 601-679-2179. Doing so will expedite the security clearance process.

4. DEFINITIONS

The terms used in these specifications shall have the meanings described below:

- a. Grease Trap System: Includes the grease trap/grease interceptor, inlets, outlets, and air ports on both indoor and in ground units
- b. Cleaning: Shall comprise of the complete removal and disposal of all fats, oils, grease, and all sunken food solids from the installed equipment to be serviced. All effluent or wastewater and all of its contents shall be removed.

5. GOVERNMENT FURNISHED ITEMS.

- a. The Government will **not** provide office space and operational facilities to the Contractor. The Government will designate refuse containers near each building being serviced for trash disposal. Contractor is responsible for removal of all hazardous waste.

b. Availability of Utilities: The Government will furnish water and electrical current at existing outlets as may be required for the work to be performed under the contract at no cost to the Contractor. Information concerning the location of existing outlets may be secured from the Contracting Officer. The Contractor shall provide and maintain, at his expense, the necessary service lines from existing outlets to the site of work.

6. CONTRACTOR FURNISHED ITEMS.

a. The Contractor shall provide all equipment, tools, drapes, PPE, materials, and lines in sufficient quantities necessary to perform the requirements of this contract.

b. The Contractor is responsible for taking that action necessary to protect his supplies, materials, equipment, and the personal property of his employees from loss, damage, or theft. The Government does not assume liability for time, theft, accident or any other cause resulting in damage or loss of Contractor's supplies, materials, equipment, or of personal property or belongings of his employees.

7. ORDER OF WORK, SCHEDULING, ACCESS TO BUILDINGS.

a. The work under this contract shall be performed at quarterly intervals (four (4) times a year), unless specified otherwise. Services shall be accomplished during the months of April, July, October and January. The contractor shall notify the Facility Support Contract Manager at the Contract Administration Division, Public Works Department phone: (601) 679-2895, (601) 679-3522 at least five (5) working days prior to coming to perform the services. Contractor is required to give 48 hour notice if their scheduled timeframe changes. Government representative will notify each customer being serviced to confirm the scheduled time and to ensure that he can gain access to the building.

b. The Contractor shall arrange his work so as not to cause interference with normal conductance of Government business. Normal work hours for the station are 0700-1530 hours, Monday through Friday The contractor will need to access the base through the commercial gate. Gate hours are subject to change, so the contractor will need to verify gate hours before scheduling any work. The Contracting Officer must approve all work, after normal working hours. No work will be permitted on Saturdays or Sundays or on National Holidays.

8. PRE-PERFORMANCE CONFERENCE.

Prior to commencing work, the Contractor shall meet with the Contracting Officer, or his designated representative, at a time specified, to discuss and develop a mutual understanding relative to scheduling and administration of work. Base and Administrative regulations will be reviewed along with invoice procedures through WAWF.

9. PERMITS AND RESPONSIBILITIES FOR WORK.

The contractor shall, without additional expense to the Government, obtain all license and permits required for the prosecution of the work. He shall be responsible for all damages to persons and/or property that occur as a result of his fault or negligence in connection with the prosecution of the work. He shall also be responsible for all materials delivered and work performed until completion and final acceptance, except for any completed unit therefore which theretofore may have been finally accepted.

10. FAC 5252.236-9303, ACCIDENT PREVENTION (JUN 1994)

(a) In order to provide safety controls for protection to the life and health of employees and other persons; for prevention of damage to property, materials, supplies, and equipment; and for avoidance of work interruptions in the

performance of this contract, the Contractor shall comply with all pertinent provisions of Corps of Engineers Manual, EM 385-1-1, entitled "Safety and Health Requirements Manual" as amended, and will also take or cause to be taken such additional measures as the Contracting Officer may determine to be reasonably necessary for the purpose. The contractor will submit an AHA in accordance with the EM385-1-1.

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

(c) The Contracting Officer will notify the Contractor of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or his representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

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

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

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

The clause, FAC 5252.236-9303, ACCIDENT PREVENTION, is hereby amended as follows: Prior to commencement of work the Contractor may be required to submit in writing a plan consisting of:

- (1) An index of hazardous materials to be introduced to the site.
- (2) Plan for protecting personnel and property during the transport, storage and use of the materials.
- (3) Procedures for spill response and disposal.
- (4) MSDS, Material Safety Data Sheets for hazardous materials listed in the index of the plan. Post Material Safety Data Sheets at the worksite where the products will be used.
- (5) Approved labeling system to identify contents on all containers on site.
- (6) Personnel training plan.
- (7) AHA (Activity Hazard Analysis)

Each hazardous material must receive approval prior to bringing onto the job site.

11. WASTE MANAGEMENT

Comply with all Federal, State, and Local regulations to include but not limited to the following:

a. Hazardous Solid Waste. All waste generated aboard NAS Meridian which meets the definition of hazardous waste, as defined by the Resource Conservation and Recovery Act (RCRA), must be handled, accumulated, stored, moved and disposed of in accordance with RCRA regulations for Large Quantity Generators (LOG). In accordance with the NAS Meridian Hazardous Waste Management Plan all hazardous waste shall be accumulated, in contractor supplied drums, at compliant satellite accumulation sites. When drums are full or when work is complete the contractor will transfer accumulated waste, fill records, and Material Safety Data Sheets (MSDS) to the NAS Meridian's less than 90 day storage area for disposal.

b. Non-Hazardous Solid Waste. All non-hazardous waste must be disposed of in regulated landfills in accordance with RCRA regulations. Copies of tipping documents shall be provided to the contract manager/ROICC for accountability and reporting purposes.

c. Training. Personnel handling hazardous waste must have all requisite training required by RCRA, OSHA, and DOT regulations. Training Records must be available for review.

d. Emergency Planning and Community-Right-to-Know (EPCRA) Reporting. At a minimum the contractor shall report on materials stored at NAS Meridian containing any of the following: propane (including aerosol

propellant), nitrogen, oxygen, chlorine, diesel fuel, and gasoline. Provide a written report to the Contracting Officer at the end of end of the contract period, and at end of year if the contract period extends past 31 December, giving the following information: maximum daily storage, average daily storage, and number of days on site for each of the materials specified.

12. HAZARDOUS MATERIAL INVENTORY AND USAGE LOG.

a. What to report: Typical materials requiring MSDS and quantity reporting include, but not limited to, oil and latex based painting and caulking products, solvents, adhesives, aerosol, and petroleum products.

b. When to report:

1. Initial. Before onsite work commences the Contractor shall submit a MSDS and estimated quantities to be used for each hazardous material to the Contracting Officer prior to bringing the material on base.
2. Progress. An updated monthly report is required with each invoice submitted for payment.
3. Final. A final report is required either, by the tenth of the month following the completion of work, or with the final invoice, which ever occurs first.
 - A. The final report will indicate the maximum quantity of each material that was present at the site at any time, the amount of each material that was used during the project and the final disposition of unused quantities.
 - B. The Contractor shall ensure that hazardous materials are utilized in a manner that will minimize the amount of hazardous waste that is generated.
 - C. The Contractor shall certify that all hazardous materials removed from the site are hazardous materials and do not meet the definition of hazardous waste per 40 CFR 261.

c. Use the form, "Contractor Monthly Hazardous Material Inventory And Usage Log" provided by the ROICC for reporting.

13. STATION REGULATIONS.

Contractor personnel employed on the Station shall become familiar with and obey Station regulations, shall keep within the limits of the work (and avenues of ingress and egress), and shall not enter any restricted areas unless required to do so and are cleared for such entry. Contractor equipment shall be conspicuously marked for identification.

14. DAMAGE REPORTS.

In all instances, where Government property or equipment damaged by Contractor's Employees, a full report of the fact and extent of such damage shall be submitted to the Contracting Officer within 24 hours of occurrence.

15. DAMAGE TO GOVERNMENT PROPERTY.

Extreme care shall be exercised to avoid damage to buildings or their contents; any damage shall be repaired or replaced as directed, at no additional expense to the Government.

16. ACCIDENT REPORTING.

The contractor shall maintain an accurate record and, report to the Contracting Officer in the manner and on the forms prescribed by him, exposure data and all accidents resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, and equipment incident to work performed under this contract.

17. INVOICING PROCEDURES.

The Contractor shall submit invoices through Wide Area Work Flow (WAWF). Each invoice is scanned and uploaded into WAWF and is to be accompanied by a Contractor's worksheet showing a list of buildings with signatures of appointed representatives for each building certifying; that the work was accomplished. Additionally, contractor will submit with invoice a Hazardous Usage Log to reflect total usage for the quarter period invoicing for.

a. Invoices shall be prepared in the format of sample provided as Appendix A. Each invoice shall be for one quarter's services or ¼ of the contract price.

b. Upon verification of work actually performed, invoices will be processed for payment.

18. INSPECTION-ACCEPTANCE OF WORK.

Each phase of the services rendered under this contract is subject to Government inspection during both the Contractor's operations and after completion of the tasks. All unsatisfactory or incomplete work shall be made satisfactory to the Contracting Officer, or his designated representative. All costs associated with rework are the responsibility of the Contractor. The Contractor shall accompany the Government Inspector on a joint final inspection of all completed work prior to leaving the base. This joint inspection will be held during normal hours (0700-1530 hrs), Monday through Friday. It is the Contractor's responsibility to schedule the final inspection with the Government Inspector. No payment will be authorized until a joint inspection is made and any deficiencies are corrected.

19. CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES.

a. The contractor will be held to the full performance of the contract. The Government will deduct from the Contractor's invoice or otherwise withhold payment for any items of nonconforming service observed as specified below.

(1) A service task may be composed of several sub-items. A service task may be determined to be partially complete if the Contractor satisfactorily completes some, but not all of the sub-items. In those cases, partial deductions may be taken from the contractor's invoice. The Government all rights for partially completed work as set forth below:

b. The Government will give the Contractor written notice of deficiencies by copies of the Inspector's Daily Reports or otherwise prior to assessing liquidated damages or deducting for unsatisfactory or non-performed work.

(1) In the case of non-performed work, the Government:

(a) will deduct from Contractor's invoice all amounts associated with such non-performed work at the rates set out in Section B or provided by other provisions of this contract, unless the Contractor is permitted or required to perform pursuant to (b) below and satisfactorily completes the work;

(b) may, at its option, afford the Contractor an opportunity to form the non-performed work within a reasonable period subject to the discretion of the Contracting Officer, but in no event longer than six (6) hours in the case of daily services, or twenty-four (24) hours in the case of all other services, of the notice to the Contractor of such non-performance, at no additional cost to the Government; or

(c) may, at its option, perform the services by Government personnel or other means.

(2) In the case of unsatisfactory work; the Government:

(a) shall deduct from the Contractor's invoice all amounts associated with such unsatisfactory work at the rates set out in Section B or provided by other provisions of the contract, unless the Contractor is afforded an opportunity to re-perform to (b) below and satisfactorily completes the work;

(b) may, at its option, afford the Contractor an opportunity to re-perform the unsatisfactory work within a reasonable period subject to the discretion of the Contracting Officer, but in no event longer than six (6) hours in the case of daily services, or within twenty-four (24) hours in the case of all other services, of the notice to the Contractor of such unsatisfactory performance, at no additional cost to the Government; or

(c) may, at its option, have the service performed by Government personnel or other means.

c. Should the Government elect options b. (1) (a), b. (1) (b), b. (2) (a) or b. (2) (b) above, the Government will also assess, as liquidated damages, an additional 10% of an amount associated solely for observed defects. The liquidated damages are to compensate the Government for administrative costs and other expenses resulting from the non-performance or unsatisfactory performance.

d. Should the Government elect options b (1) (c) or b. (2) above, the Government will reduce the contract payment, by the amount paid to any government personnel (based on wages, retirement and fringe benefits) plus materials, or the actual cost of other means that accomplished the services. If the actual costs cannot be readily determined, the Schedule of Deductions will be utilized in establishing a deduction amount. In addition to either payment deduction; the Government will assess an additional 20% in liquidated damages to compensate the Government for administrative costs and other expenses incurred by the Government to obtain satisfactory completion of the services.

e. The Government's exercise of rights, under this clause, shall not preclude either (1) single occurrences of such non-performance or unsatisfactory performance, or (2), multiple occurrences of non-performances, or unsatisfactory performances. Regardless of whether deductions were taken, from being ground for termination for default in accordance with the Clause entitled "DEFAULT (FIXED Price Supply and Service (AAPR 1984))" of Section I.

20. CLEANING OF GREASE TRAP SYSTEMS.

a. Scope of Work. The Contractor shall furnish all necessary labor, transportation, equipment, materials, supplies, and supervision to perform all cleaning operations in connection with removing all fats, oils, grease, waste water and solids from the Grease Trap. The complete contents of the grease trap are pumped back into a liquid holding truck tank. The method of cleaning is to be determined by the Contractor.

(1) All grease, solids, dust or dirt, and other contamination removed from any area shall be gathered and removed from each site by the contractor and disposed of as directed by the Contracting Officer.

(2) Any damage to the grease trap by the Contractor shall be promptly repaired by skilled workman of the craft involved at no additional expense to the Government.

(3) The Contractor must certify that all chemicals utilized in the performance of this work will be non-toxic, non-corrosive, odorless, and of non-flammable standards.

(4) Cleaning service is not to interfere with normal operations of the buildings and galleys listed in paragraph 7.b., and when interference does occur, an after-hours procedure is necessary.

(5) Time of servicing. When four services (quarterly services) per year are required, they shall be performed during April, July, October and January.

(6) Contractor will have to provide a copy of the waste manifest to be signed by Base Environmental Division, NAS Meridian. The point of contact is Robert Bond 601-679-2917.

General Description: There are three (3) buildings on Naval Air Station, Meridian, MS, which have grease trap systems which are to be cleaned and treated when specified under this contract. The Contractor is to write a unit price for the Base year, "unit" being one cleaning, in the below schedule of values, calculate and carry over the total value, and return the schedule with the quotation. The grease trap at each building as described below and is to be cleaned as specified:

(1) Building No. 256, Child Development Center.

(a) One 50 gallon grease trap located inside the building in the kitchen area to be cleaned once each quarter.

(2) Building No. 207, Galley

(a) One 1500 gallon grease trap located in the ground to be cleaned once each quarter that is accessible by truck.

(NOTE) During this contract the grease trap at building 207 (Galley) will be taken offline when the new dining facility is completed. The cleaning services will then be transferred to the new dining facility when it is opened. The servicing of the grease trap at building 207 will no longer be needed once the new dining facility is operational. The grease trap at the new dining facility is equal in size to the grease trap at building 207.

(3) Building No. 388, Sand Trap

(a) One 1500 gallon grease trap located in the ground to be cleaned once each quarter that is accessible by truck.

Building No.	Grease Trap Capacity	Price per Unit	No. of Occasions per Year	Total	
256	50 gallon		4	\$	
207	1500 gallon		4	\$	
388	1500 gallon		4	\$	

End of Section

WAGE DETERMINATION

WD 05-2299 (Rev.-16) was first posted on www.wdol.gov on 12/30/2014

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION

| WASHINGTON D.C. 20210

| Wage Determination No.: 2005-2299

Diane C. Koplewski | Division of | Revision No.: 16

Director | Wage Determinations | Date Of Revision: 12/22/2014

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

States: Alabama, Mississippi

Area: Alabama County of Sumter
 Mississippi Counties of Clarke, Forrest, Greene, Jasper, Jones, Kemper, Lauderdale, Neshoba, Newton, Perry, Wayne

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I	12.11	
01012 - Accounting Clerk II	13.60	
01013 - Accounting Clerk III	15.22	
01020 - Administrative Assistant	17.39	
01040 - Court Reporter	13.17	
01051 - Data Entry Operator I	11.13	
01052 - Data Entry Operator II	12.14	
01060 - Dispatcher, Motor Vehicle	14.10	
01070 - Document Preparation Clerk	10.59	
01090 - Duplicating Machine Operator	10.59	
01111 - General Clerk I	9.05	
01112 - General Clerk II	10.37	
01113 - General Clerk III	11.64	
01120 - Housing Referral Assistant	14.68	
01141 - Messenger Courier	10.01	
01191 - Order Clerk I	10.91	
01192 - Order Clerk II	11.91	
01261 - Personnel Assistant (Employment) I	11.98	
01262 - Personnel Assistant (Employment) II	13.40	
01263 - Personnel Assistant (Employment) III	14.94	
01270 - Production Control Clerk	18.90	

01280 - Receptionist	9.78
01290 - Rental Clerk	9.92
01300 - Scheduler, Maintenance	11.77
01311 - Secretary I	11.77
01312 - Secretary II	13.17
01313 - Secretary III	14.68
01320 - Service Order Dispatcher	13.69
01410 - Supply Technician	16.32
01420 - Survey Worker	13.12
01531 - Travel Clerk I	11.20
01532 - Travel Clerk II	11.80
01533 - Travel Clerk III	12.40
01611 - Word Processor I	10.49
01612 - Word Processor II	11.77
01613 - Word Processor III	13.17
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.84
05010 - Automotive Electrician	16.88
05040 - Automotive Glass Installer	15.94
05070 - Automotive Worker	15.94
05110 - Mobile Equipment Servicer	14.01
05130 - Motor Equipment Metal Mechanic	17.84
05160 - Motor Equipment Metal Worker	15.94
05190 - Motor Vehicle Mechanic	17.84
05220 - Motor Vehicle Mechanic Helper	13.11
05250 - Motor Vehicle Upholstery Worker	14.96
05280 - Motor Vehicle Wrecker	15.94
05310 - Painter, Automotive	16.88
05340 - Radiator Repair Specialist	15.94
05370 - Tire Repairer	12.89
05400 - Transmission Repair Specialist	17.84
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.78
07041 - Cook I	8.50
07042 - Cook II	10.31
07070 - Dishwasher	7.43
07130 - Food Service Worker	7.94
07210 - Meat Cutter	12.22
07260 - Waiter/Waitress	7.42
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.08
09040 - Furniture Handler	11.14
09080 - Furniture Refinisher	16.08
09090 - Furniture Refinisher Helper	12.49
09110 - Furniture Repairer, Minor	14.25
09130 - Upholsterer	16.08
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.63
11060 - Elevator Operator	8.82
11090 - Gardener	12.09
11122 - Housekeeping Aide	8.82
11150 - Janitor	8.82
11210 - Laborer, Grounds Maintenance	10.11
11240 - Maid or Houseman	7.49

11260 - Pruner	9.10	
11270 - Tractor Operator	11.47	
11330 - Trail Maintenance Worker	10.11	
11360 - Window Cleaner	9.79	
12000 - Health Occupations		
12010 - Ambulance Driver	13.82	
12011 - Breath Alcohol Technician	13.82	
12012 - Certified Occupational Therapist Assistant	20.45	
12015 - Certified Physical Therapist Assistant	18.92	
12020 - Dental Assistant	12.61	
12025 - Dental Hygienist	24.92	
12030 - EKG Technician	20.95	
12035 - Electroneurodiagnostic Technologist	20.95	
12040 - Emergency Medical Technician	13.82	
12071 - Licensed Practical Nurse I	12.35	
12072 - Licensed Practical Nurse II	13.82	
12073 - Licensed Practical Nurse III	15.41	
12100 - Medical Assistant	11.31	
12130 - Medical Laboratory Technician	13.90	
12160 - Medical Record Clerk	11.66	
12190 - Medical Record Technician	13.54	
12195 - Medical Transcriptionist	12.30	
12210 - Nuclear Medicine Technologist	30.37	
12221 - Nursing Assistant I	9.11	
12222 - Nursing Assistant II	10.24	
12223 - Nursing Assistant III	11.18	
12224 - Nursing Assistant IV	12.54	
12235 - Optical Dispenser	12.82	
12236 - Optical Technician	11.03	
12250 - Pharmacy Technician	12.19	
12280 - Phlebotomist	12.54	
12305 - Radiologic Technologist	20.01	
12311 - Registered Nurse I	22.34	
12312 - Registered Nurse II	27.33	
12313 - Registered Nurse II, Specialist	27.33	
12314 - Registered Nurse III	33.07	
12315 - Registered Nurse III, Anesthetist	33.07	
12316 - Registered Nurse IV	39.64	
12317 - Scheduler (Drug and Alcohol Testing)	17.12	
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I	16.28	
13012 - Exhibits Specialist II	20.17	
13013 - Exhibits Specialist III	24.67	
13041 - Illustrator I	16.28	
13042 - Illustrator II	20.17	
13043 - Illustrator III	24.67	
13047 - Librarian	22.33	
13050 - Library Aide/Clerk	12.60	
13054 - Library Information Technology Systems Administrator	20.17	
13058 - Library Technician	16.28	
13061 - Media Specialist I	13.55	
13062 - Media Specialist II	16.28	
13063 - Media Specialist III	18.15	

13071 - Photographer I	14.12
13072 - Photographer II	15.08
13073 - Photographer III	19.59
13074 - Photographer IV	23.95
13075 - Photographer V	28.97
13110 - Video Teleconference Technician	14.55
14000 - Information Technology Occupations	
14041 - Computer Operator I	11.20
14042 - Computer Operator II	13.52
14043 - Computer Operator III	16.20
14044 - Computer Operator IV	18.59
14045 - Computer Operator V	20.74
14071 - Computer Programmer I (see 1)	17.37
14072 - Computer Programmer II (see 1)	21.47
14073 - Computer Programmer III (see 1)	25.88
14074 - Computer Programmer IV (see 1)	
14101 - Computer Systems Analyst I (see 1)	25.45
14102 - Computer Systems Analyst II (see 1)	
14103 - Computer Systems Analyst III (see 1)	
14150 - Peripheral Equipment Operator	11.20
14160 - Personal Computer Support Technician	18.59
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	25.45
15020 - Aircrew Training Devices Instructor (Rated)	30.80
15030 - Air Crew Training Devices Instructor (Pilot)	36.76
15050 - Computer Based Training Specialist / Instructor	25.45
15060 - Educational Technologist	24.32
15070 - Flight Instructor (Pilot)	36.76
15080 - Graphic Artist	15.43
15090 - Technical Instructor	15.84
15095 - Technical Instructor/Course Developer	19.38
15110 - Test Proctor	12.78
15120 - Tutor	12.78
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.05
16030 - Counter Attendant	8.05
16040 - Dry Cleaner	9.40
16070 - Finisher, Flatwork, Machine	8.05
16090 - Presser, Hand	8.05
16110 - Presser, Machine, Drycleaning	8.05
16130 - Presser, Machine, Shirts	8.05
16160 - Presser, Machine, Wearing Apparel, Laundry	8.05
16190 - Sewing Machine Operator	9.86
16220 - Tailor	10.33
16250 - Washer, Machine	8.49
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.36
19040 - Tool And Die Maker	19.50
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.67
21030 - Material Coordinator	18.90
21040 - Material Expediter	18.90
21050 - Material Handling Laborer	10.22
21071 - Order Filler	9.56

21080 - Production Line Worker (Food Processing)	14.67
21110 - Shipping Packer	11.84
21130 - Shipping/Receiving Clerk	11.84
21140 - Store Worker I	10.63
21150 - Stock Clerk	14.60
21210 - Tools And Parts Attendant	14.67
21410 - Warehouse Specialist	14.67
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	18.98
23021 - Aircraft Mechanic I	17.95
23022 - Aircraft Mechanic II	18.85
23023 - Aircraft Mechanic III	19.79
23040 - Aircraft Mechanic Helper	13.20
23050 - Aircraft, Painter	16.92
23060 - Aircraft Servicer	15.06
23080 - Aircraft Worker	16.04
23110 - Appliance Mechanic	16.08
23120 - Bicycle Repairer	12.89
23125 - Cable Splicer	21.03
23130 - Carpenter, Maintenance	16.08
23140 - Carpet Layer	15.18
23160 - Electrician, Maintenance	17.74
23181 - Electronics Technician Maintenance I	17.75
23182 - Electronics Technician Maintenance II	21.69
23183 - Electronics Technician Maintenance III	23.36
23260 - Fabric Worker	14.25
23290 - Fire Alarm System Mechanic	17.43
23310 - Fire Extinguisher Repairer	13.34
23311 - Fuel Distribution System Mechanic	16.99
23312 - Fuel Distribution System Operator	13.34
23370 - General Maintenance Worker	15.18
23380 - Ground Support Equipment Mechanic	17.95
23381 - Ground Support Equipment Servicer	15.06
23382 - Ground Support Equipment Worker	16.04
23391 - Gunsmith I	12.57
23392 - Gunsmith II	14.64
23393 - Gunsmith III	16.65
23410 - Heating, Ventilation And Air-Conditioning Mechanic	16.99
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	17.83
23430 - Heavy Equipment Mechanic	18.85
23440 - Heavy Equipment Operator	16.99
23460 - Instrument Mechanic	16.99
23465 - Laboratory/Shelter Mechanic	15.66
23470 - Laborer	10.22
23510 - Locksmith	16.08
23530 - Machinery Maintenance Mechanic	18.74
23550 - Machinist, Maintenance	16.99
23580 - Maintenance Trades Helper	12.49
23591 - Metrology Technician I	16.99
23592 - Metrology Technician II	17.96
23593 - Metrology Technician III	18.93
23640 - Millwright	20.93

23710 - Office Appliance Repairer	16.08
23760 - Painter, Maintenance	16.08
23790 - Pipefitter, Maintenance	16.99
23810 - Plumber, Maintenance	16.08
23820 - Pneudraulic Systems Mechanic	16.99
23850 - Rigger	16.99
23870 - Scale Mechanic	15.18
23890 - Sheet-Metal Worker, Maintenance	16.99
23910 - Small Engine Mechanic	15.18
23931 - Telecommunications Mechanic I	21.90
23932 - Telecommunications Mechanic II	25.48
23950 - Telephone Lineman	18.69
23960 - Welder, Combination, Maintenance	16.99
23965 - Well Driller	16.99
23970 - Woodcraft Worker	16.99
23980 - Woodworker	13.34
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	7.29
24580 - Child Care Center Clerk	10.98
24610 - Chore Aide	10.63
24620 - Family Readiness And Support Services Coordinator	11.40
24630 - Homemaker	12.20
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	19.38
25040 - Sewage Plant Operator	16.08
25070 - Stationary Engineer	19.38
25190 - Ventilation Equipment Tender	12.49
25210 - Water Treatment Plant Operator	16.08
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.81
27007 - Baggage Inspector	9.53
27008 - Corrections Officer	12.43
27010 - Court Security Officer	12.43
27030 - Detection Dog Handler	10.67
27040 - Detention Officer	12.43
27070 - Firefighter	12.43
27101 - Guard I	9.53
27102 - Guard II	10.67
27131 - Police Officer I	14.75
27132 - Police Officer II	16.39
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.01
28042 - Carnival Equipment Repairer	12.24
28043 - Carnival Equipment Worker	8.51
28210 - Gate Attendant/Gate Tender	12.73
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	13.92
28510 - Recreation Aide/Health Facility Attendant	9.80
28515 - Recreation Specialist	13.19
28630 - Sports Official	10.24
28690 - Swimming Pool Operator	19.02
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.68

29020 - Hatch Tender	18.68	
29030 - Line Handler	18.68	
29041 - Stevedore I	17.88	
29042 - Stevedore II	19.99	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)		35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)		24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)		27.16
30021 - Archeological Technician I	14.55	
30022 - Archeological Technician II	16.90	
30023 - Archeological Technician III	20.65	
30030 - Cartographic Technician	21.34	
30040 - Civil Engineering Technician	17.15	
30061 - Drafter/CAD Operator I	14.89	
30062 - Drafter/CAD Operator II	16.90	
30063 - Drafter/CAD Operator III	18.85	
30064 - Drafter/CAD Operator IV	22.86	
30081 - Engineering Technician I	13.46	
30082 - Engineering Technician II	15.11	
30083 - Engineering Technician III	16.90	
30084 - Engineering Technician IV	20.93	
30085 - Engineering Technician V	25.61	
30086 - Engineering Technician VI	30.98	
30090 - Environmental Technician	23.03	
30210 - Laboratory Technician	17.40	
30240 - Mathematical Technician	20.94	
30361 - Paralegal/Legal Assistant I	16.45	
30362 - Paralegal/Legal Assistant II	21.07	
30363 - Paralegal/Legal Assistant III	22.77	
30364 - Paralegal/Legal Assistant IV	27.56	
30390 - Photo-Optics Technician	23.03	
30461 - Technical Writer I	20.65	
30462 - Technical Writer II	25.25	
30463 - Technical Writer III	30.55	
30491 - Unexploded Ordnance (UXO) Technician I		22.74
30492 - Unexploded Ordnance (UXO) Technician II		27.51
30493 - Unexploded Ordnance (UXO) Technician III		32.97
30494 - Unexploded (UXO) Safety Escort		22.74
30495 - Unexploded (UXO) Sweep Personnel		22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	18.85
30621 - Weather Observer, Senior	(see 2)	23.03
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide	10.53	
31030 - Bus Driver	14.74	
31043 - Driver Courier	13.98	
31260 - Parking and Lot Attendant	10.48	
31290 - Shuttle Bus Driver	15.20	
31310 - Taxi Driver	11.48	
31361 - Truckdriver, Light	15.20	
31362 - Truckdriver, Medium	15.97	
31363 - Truckdriver, Heavy	16.98	
31364 - Truckdriver, Tractor-Trailer	16.98	
99000 - Miscellaneous Occupations		

99030 - Cashier	8.12
99050 - Desk Clerk	7.99
99095 - Embalmer	22.64
99251 - Laboratory Animal Caretaker I	9.30
99252 - Laboratory Animal Caretaker II	10.08
99310 - Mortician	22.74
99410 - Pest Controller	14.49
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	12.78
99711 - Recycling Specialist	14.30
99730 - Refuse Collector	11.52
99810 - Sales Clerk	12.08
99820 - School Crossing Guard	11.89
99830 - Survey Party Chief	16.50
99831 - Surveying Aide	10.73
99832 - Surveying Technician	15.00
99840 - Vending Machine Attendant	16.07
99841 - Vending Machine Repairer	20.36
99842 - Vending Machine Repairer Helper	16.07

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 per month

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

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not

list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

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

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

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

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

ordance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

Section E - Inspection and Acceptance

CONTRACT SURVEILLANCE REP

**CONTRACT SURVEILLANCE REPRESENTATIVE
(Reference NAVFAC PART 46.4100)**

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

(a) RESPONSIBILITIES: The Contract Surveillance Representative (CSR) is the Contracting Officer's Technical Representative who acts for the Contracting Officer in furnishing technical guidance and advise to the contractor. The CSR is responsible for ensuring the work meets the technical requirements of the specifications. NOTE; the contractor is instructed not to accept any direction from anyone other than the CSR, refer any questions from station personnel to the CSR(s) listed below.

(b) AUTHORITY: The CSR has the authority to stop the work and to demand correction or re-performance of work not meeting contract requirements. The CSR does not have the authority to make modifications to the contract affecting cost or time.

(c) THE CONTRACT SURVEILLANCE REPRESENTATIVE(S) FOR THIS CONTRACT ARE:

NAME	TITLE	PHONE NUMBER
Brandon Maxwell	Contract Surveillance Rep	601-679-2895

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
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

(End of clause)

FAC 5252.223-9300 INSPECTION BY REGULATORY AGENCIES (JUN 1994)

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

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

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

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

The Contractor shall perform all of the contract requirements. The Government will inspect and assess Contractor performance in accordance with FAR 52.246-4, INSPECTION OF SERVICES - FIXED PRICE and the Section E provision entitled GOVERNMENT PERFORMANCE ASSESSMENT. The Government will require re-performance, withhold payment, or seek other suitable consideration for unsatisfactory or non-performed work. When defects can't be corrected by re-performance, the Government may reduce the price to reflect the reduced value of services performed.

- (a) PROCEDURES. In the case of unsatisfactory or non-performed work, the Government:
- (1) may give the Contractor written notice of observed deficiencies prior to withholding payment for unsatisfactory or non-performed work and/or assessing liquidated damages. Such written notice shall not be a

prerequisite for withholding payment for non-performed work. The Government may specify, as provided for below, that liquidated damages can be assessed against the Contractor. Such liquidated damages are to compensate the Government for administrative costs and other expenses resulting from the unsatisfactory or non-performed work.

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

(3) shall withhold from the Contractor's invoice all amounts associated with the unsatisfactory or non-performed work at the prices set out in the Schedule or provided by other provisions of this contract, unless the Contractor is required to re-perform and satisfactorily complete the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 10 percent of the value of all observed defects.

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

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

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

(d) When WATCHSTANDING SERVICES apply. If the Contractor fails to provide qualified personnel or allows any post to be unmanned for a total of 10 minutes in any shift, the Government may assign other persons to perform such work or withhold payment as specified below;

(1) When Watchstanding Services are performed by Government employees, withholdings shall be computed based on the current Federal Pay Schedule including wages, retirement and fringe benefits of the Government employees (civilian or military) who actually performed the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 10 percent of the computed cost.

(2) When non-performed Watchstanding Services are obtained under another contract, the Government will withhold an amount equal to the cost to the Government under that contract. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 10 percent of the cost.

(3) If no guard replacement is furnished by the Government and the work is not performed, the Government will withhold an amount equal to the cost to the Government of having a Government employee perform the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 10 percent of the computed cost.

(4) The Contractor will be held liable for property losses sustained by the Government as a direct, consequential result of a failure to furnish the required personnel.

(5) Computations of the costs for Government employees to perform work not performed by the Contractor shall be in conformance with FAR 52.222-42, STATEMENT OF EQUIVALENT RATE FOR FEDERAL HIRES. ALTERNATE I (APR 1999). As prescribed in 46.407-100(a)(2) and 11.502(d), for military family housing maintenance, the following paragraph (g) may be added to the basic clause:

(g) Change of Occupancy Maintenance (COM). In the event the contractor fails to complete change of occupancy maintenance within the number of days allowed, the Government may assess the COM liquidated damages shown below in addition to the liquidated damages set forth above. COM liquidated damages are based on the prevailing average daily Basic Allowance for Quarters (BAQ) with dependents, plus the average Variable Housing Allowance (VHA). Current applicable rates are shown below; however, actual charges shall be based on the prevailing rates in effect at the time.

COM Liquidated Damages

Type of Unit	LDs Per Calendar Year
F&GOQ (Flag and General Officers' Quarters)	*
SOQ (Senior Officers' Quarters)	*
FGQ (Field Grade Officers' Quarters)	*
CGO (Company Grade Officers' Quarters)	*
SE (Senior Enlisted Quarters)	*
JE (Junior Enlisted Quarters)	*

* Insert appropriate daily rates for each type of quarters listed.

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

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

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	365 dys. ADC	1	PWD MERIDIAN INSPECTOR OF RECORD 229 ALLEN RD, BLDG 427 NAS MERIDIAN MERIDIAN MS 39309-5427 601-679-2179 FOB: Destination	N44219
0002	730 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N44219
0003	1095 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N44219

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FAC 5252.237-9302 SITE VISIT (JUL 1995)

(a) The site will be available for visitation at 2:00PM, June 4th 2015. For questions, please contact Jason Clayton at 601-679-2510 or Brandon Maxwell at 601-679-2895.

FAC 5252.242-9305 PRE-PERFORMANCE CONFERENCE (JUL 95)

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

Section G - Contract Administration Data

PAYMENT PROCEDURES**PAYMENT PROCEDURES - SERVICES**

INVOICES ARE SUBJECT TO WIDE AREA WORK FLOW (WAWF)

- (a) Payments will be made in accordance with the contracts "Payments" and " Prompt Payments" clauses.
- (b) Progress payments will only be considered if the duration of the contract exceeds 30 calendar days. Invoices are paid Net 30.
- (c) A proper invoice must include:
 - (i) Name and address of the Contractor must match contract award and EDA.
 - (ii) Invoice date.
 - (iii) Contract number or other authorization for work of services performed (including delivery order number if appropriate).
 - (iv) Description of work or services performed, including the contract line item number (CLIN), the contract subline item number (SLIN) if applicable, and payment terms (e.g., prompt payment terms).
 - (v) Name and address of Contractor to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- (d) If the invoice does not comply with these requirements it will be rejected in WAWF and contractor will be notified through WAWF of the defect.

CLAUSES INCORPORATED BY FULL TEXT

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

- (a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.
- (b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

FAC 5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a change in work to be performed or increases in the scope of the work to be performed, it is the Contractor's responsibility to

make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government.

FAC 5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

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

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

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

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

Section H - Special Contract Requirements

RAPIDGATE EMPLOYMENT ELIGIBILITY VERIFICATION

Contractors and subcontractors are required to abide by Department Of Homeland Security requirements for verification of worker employment eligibility. This is in support of detection and apprehension of illegal alien/undocumented workers.

“Commander, Navy Installations Command (CNIC), has established the Navy Commercial Access Control System (NCACS), a standardized process for granting unescorted access privileges to vendors, contractors, suppliers, and service providers not otherwise entitled to the issuance of a Common Access Card (CAC) who seek access to and can provide justification to enter Navy installations and facilities. Visiting vendors may obtain daily passes directly from the individual Navy Installations by submitting identification credentials for verification and undergoing a criminal screening/ background check. Alternatively, if the vendor so chooses, it may voluntarily elect to obtain long-term credentials through enrollment, registration, background vetting, screening, issuance of credentials, and electronic validation of credentials at the vendor’s own cost through a designated independent contractor NCACS service provider. Credentials will be issued every five years and access privileges will be reviewed/renewed on an annual basis. The costs incurred to obtain Navy Installation access of any kind are not reimbursable, and the price(s) paid for obtaining long-term NCACS credentials will not be approved as a direct cost of this contract. Further information regarding NCACS can be found under “Popular Links” at http://cnic.navy.mil/CNIC_HQ_Site/index.htm”

Information for this program can be found at www.RAPIDgate.com"

Base access procedures for daily pass badge issuance includes on-site verification of the Requestors APPLICATION FOR ACTIVITY ACCESS and supporting documentation. Contractor employees are required to have two forms of ID. Contractor employees must also fill out base background check paperwork as well as all other required security documents to obtain approval for access to NAS Meridian, MS.

Due diligence on your part in screening employees is required because the government is not responsible for work Delays or Stoppages caused by the contractor/sub-contractor's failure to comply with registration and access requirements.

Also be aware, that the contracting officer is required to consider debarment proceedings where repeated or egregious violations of access control requirements are found.

In addition, the contractor must also comply with all additional base procedures for applying to obtain commercial passes for entry to this facility.

To obtain additional information regarding base access, please contact the Security department at 601-679-2509.

SERVICE REQUIREMENTS**PART 5237 SERVICE CONTRACTING****SUBPART 5237.1—SERVICE CONTRACTS GENERAL****5237.102 Policy**

(a)(1)(S-90) Personal Medical services contracts are included as an exemption from performance-based acquisition methods.

(90) DoD contracting activities awarding or administering contracts shall incorporate the following Enterprise-wide Contractor Manpower Reporting Application (ECMRA) standard language into all contracts which include services, provided the organization that is receiving or benefiting from the contracted service is a Department of Defense organization, including reimbursable appropriated funding sources from non-DoD executive agencies where the Defense Component requiring activity is the executive agent for the function performed. The reporting requirement does not apply to situations where a Defense Component is merely a contracting agent for another executive agency. The only contracted services excluded from reporting are construction and utilities. The standard language to be inserted is:

“The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract **for the [NAMED COMPONENT]** via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil> .

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.”

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	DEC 2014
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-14	Limitations On Subcontracting	NOV 2011
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	MAY 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	AUG 2013
52.222-99 (Dev)	Establishing a Minimum Wage for Contractors (Deviation 2014-O0017)	JUN 2014
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-14	Rights in Data--General	MAY 2014
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014

52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JUL 2013
52.232-36	Payment by Third Party	MAY 2014
52.233-1	Disputes	MAY 2014
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.244-6	Subcontracts for Commercial Items	APR 2015
52.245-1	Government Property	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed- Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Nov 2014)	NOV 2014
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7021	Trade Agreements--Basic (Nov 2014)	NOV 2014
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7000	Non-estoppel	OCT 1966
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7006	Wide Area WorkFlow Payment Instructions	MAY 2013
252.232-7009	Mandatory Payment by Governmentwide Commercial Purchase Card	DEC 2006
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

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52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **15** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **365 calendar days from the date of award**. The time stated for completion shall include final cleanup of the premises.

(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)

52.217-8 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.

(End of clause)

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

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

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

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

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

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

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

(3) For long-term contracts--

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

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

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

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

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

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

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

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

The Contractor represents that it () is, () is not a small business concern under NAICS Code 562998- assigned to contract number N69450-15-M-5922.

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

(End of clause)

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT
(DEC 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be--

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at <http://www.dol.gov/olms/regs/compliance/EO13496.htm>; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

52.222-41 SERVICE CONTRACT LABOR STANDARDS (MAY 2014)

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

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

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

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

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

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

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

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

determination.

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

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

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

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

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

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

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

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

(f) Successor Contracts. If this contract succeeds a contract subject to the Service Contract Labor Standards statute under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage

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

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

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

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Service Contract Labor Standards statute shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

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

(A) Name and address and social security number;

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

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

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

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

will fulfill this requirement.

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

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

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

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

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

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

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

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

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

with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

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

(p) Contractor's Certification.

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

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

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

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

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

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

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

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

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required

by 41 U.S.C. 6703(1), in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision--

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

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

(End of clause)

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

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

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

Employee Class Monetary Wage-Fringe Benefits

23410 - Heating, Ventilation And Air-Conditioning Mechanic	16.99
23910 - Small Engine Mechanic	15.18
23470 - Laborer	10.22

(End of clause)

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

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

Driving—

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

Text messaging means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

(c) The Contractor is encouraged to--

(1) Adopt and enforce policies that ban text messaging while driving--

(i) Company-owned or -rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as--

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FAR: <https://farsite.hill.af.mil> <http://www.arnet.gov/far>
DFARS: <http://www.acq.osd.mil/dpap/dars/index.html>
NMCARS: http://acquisition.navy.mil/policy_and_guidance/nmcars_nmcag
NFARS: <http://acq.navfac.navy.mil>

(End of clause)

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

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

5252.212-9300 Commercial Warranty.

COMMERCIAL WARRANTY (NOV 1998)

The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 Months.

FAC 5252.236-9303 ACCIDENT PREVENTION (NOV 1998)

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

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

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

(1) submit in writing his proposals for effectuating provision for accident prevention;

(2) meet in conference with representatives of the Contracting Officer to discuss and develop mutual understandings relative to administration of the overall safety program.

Section K - Representations, Certifications and Other Statements of Offerors

OFFERORS INFORMATION

Solicitation No.: **N69450-15-Q-5922**
CLEAN GREASE TRAPS
BLDS 256, 207, 388
NAS Meridian

Name and Address of Bidder: _____

DUNS Number: _____

Cage Code: _____

Point of Contact _____

Phone Number: _____

Tax Identification No (TIN): _____

E-mail Address: _____

POC: _____

NOTICE TO OFERORS, YOU MUST BE REGISTERED IN THE SYSTEM AWARD MANAGEMENT (SAM) DATABASE TO BE AWARDED A GOVERNMENT CONTRACT. In accordance with DFARS Clause 252.204-7004, **Alternate A, System for Award Management**, lack of registration in the SAM database will make an offeror ineligible for award.

CLAUSES INCORPORATED BY REFERENCE

52.203-2	Certificate Of Independent Price Determination	APR 1985
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.209-7	Information Regarding Responsibility Matters	JUL 2013

52.222-38	Compliance With Veterans' Employment Reporting Requirements	SEP 2010
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan--Certification	AUG 2009
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2010

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 562998.

(2) The small business size standard is \$7,500,000.

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

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

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

() Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.
- (D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

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

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

[Contracting Officer check as appropriate.]

- (i) 52.204-17, Ownership or Control of Offeror.
- (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.
- (iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.
- (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
- (vi) 52.227-6, Royalty Information.
 - (A) Basic.
 - (B) Alternate I.
- (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by

submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

(End of provision)

52.209-5 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)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

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

(b) It has, has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

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

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

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.211-6	Brand Name or Equal	AUG 1999
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009

CLAUSES INCORPORATED BY FULL TEXT

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

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

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

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

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

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

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

(3) It is the only proposal received.

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

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

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

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--
- (1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and
- (2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.
- (f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of

cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

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

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.233-2 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 427 Allen road, Meridian Ms 39309

(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: <https://farsite.hill.af.mil> <http://www.arnet.gov/far>

DFARS: <http://www.acq.osd.mil/dpap/dars/index.html>

NMCARS: http://acquisition.navy.mil/policy_and_guidance/nmcars_nmcag

NFARS: <http://acq.navfac.navy.mil>

(End of provision)