



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

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

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

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

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

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

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	CONT MOTION POT WASHING SYSTEM (2403) FFP FOB: Destination MILSTRIP: M9334011SU00007 MFR PART NR: PS300GSA PURCHASE REQUEST NUMBER: M9334011SU00007	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	INSTALLATION of CLINs 0001, 0003 & 0004 FFP FOB: Destination MILSTRIP: M9334011SU00007 PURCHASE REQUEST NUMBER: M9334011SU00007	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	FOOD WASTE COLLECTING SYSTEM FFP FOB: Destination MILSTRIP: M9334011SU00007 MFR PART NR: P914 PURCHASE REQUEST NUMBER: M9334011SU00007	2	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	CONT MOTION POT WASHING SYSTEM (14036) FFP  FOB: Destination MILSTRIP: M9334011SU00007 PURCHASE REQUEST NUMBER: M9334011SU00007	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	POT/PAN WASHING MACHINE (14036) FFP	1	Each		

FOB: Destination  
MILSTRIP: M9334011SU00007  
MFR PART NR: sterou31a  
PURCHASE REQUEST NUMBER: M9334011SU00007

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NET AMT

### **STATEMENT OF WORK**

This requirement is to procure and install two (2) continuous motion pot washing systems; two (2) food waste collecting systems; and one (1) pot/pan washing machine at mess halls (MH) 2403 and 14036, aboard Camp Pendleton. This procurement directs the Offeror to provide items manufactured by "STERO" and "SALVAJOR" brand names or equal to products that meet the salient characteristics specified below.

### **Salient Characteristics:**

#### **CLIN 0001 & 0004 CONTINUOUS MOTION POT WASHING SYSTEM (Provide quote for STERO Power Soak or Equal to Item)**

General: *All annotated sizes shall be dimensions indicated due to space allowance inside the Pot Shack area.*

- . Left to right feed
- . Not more than 79 ½" in length
- . Composed of a minimum 304 series stainless steel
- . A minimum 2" endsplash with corner turn lipped to pot washer
  - a. Scrapping Station/Drainboard:
    - . J-shaped for CLIN 0001 and U-shaped for CLIN 0004 with Pot/Pan scrapping, preflushing food waste collecting system (refer to CLIN 0003) mounted under unit, integrally welded
    - . Pre-rinse unit: one(1) ¾" heavy duty faucet
    - . Pump and wash water manifold attached with integral welding
  - b. Power Wash Section:
    - . High volume motor
    - . Removable sheetpan racking system
    - . Stainless steel pump intake
    - . Stainless steel cover for heating elements

- . Pump & wash water manifold attached to water tank with integral welding
- . Self draining wash manifold
- . Pre-rinse unit: one(1) ¾" heavy duty faucet
- . Water temperature sensor
- . Low water detector
- . Push button start/stop recessed, stainless steel waterproof, NEMA 4 enclosure control panel
- . Fully accessible and removable primary intake cover
- . Non-removable secondary intake cover

c. Rinse Sink and Sanitize Sink

- . Both 30" x 14" deep, 14 gauge, a minimum 304 series stainless steel (CLIN 0001)
- . Both 36" x 14" deep, 14 gauge, a minimum 304 series stainless steel (CLIN 0004)

**CLIN 0003 Food Waste Collecting System**

**(Provide quote for SALVAJOR Pot/Pan Scrap Basin (model P914) or Equal to Item)**

A scrapping, pre-flushing and food waste collecting system unit with recirculating water

- . 208 Volts, 60Hz 3Phase.
- . Pre-wired control panel and stainless steel NEMA 4 watertight enclosure
- . Construction tank - 2 piece stainless steel adjustable legs
- . Stainless steel salvage basin
- . High impact polymer scrap basket
- . Automatic water blender solenoid valve unions
- . Non-clogging pump design backflow prevention device
- . Recirculated water preflushing capability

**CLIN 0005 Pot/Pan Washing Machine**

**(Provide quote for STERO Pot, Pan and Utensil Washer (model U-31A) or Equal to Item)**

(INSTALLATION for this item included in cost)

Single tank, two door push through type Pot/Pan machine.

- . Fully automatic operating controls – Adjustable timed rinse cycle with by-pass control for manual operation. All wiring inside control panel numbered and color-coded for easy maintenance.
- . Timer: Adjustable from 1 second to 17 minutes
- . Eight (8) 24" x 28" racks
- . 16 gauge, a minimum 304 stainless steel, fully welded
- . 8" adjustable stainless steel feet
- . Internal piping, fittings, risers, manifolds all stainless steel.
- . Controls, contactors, timers must be mounted in splash proof, stainless steel control box, fastened to the front of the machine at convenient height.

- . Door safety switch
- . 3HP motor, heavy duty
- . Electrical: 208/60/3
- . Heated by thermostatically controlled steam coil tank heat
- . 180-degree final rinse temperature
- . Automatic tank fill system
- . Wash arms: Easily removable without tools and capable of spraying wash water to penetrate all parts of the ware from all angles.

#### **CLIN 0002 INSTALLATION of CLINS 0001, 0003 & 0004**

Disconnect and cap off ALL utilities and remove existing tabling disposer and faucets to back dock area for BFS to take to DRMO.

Uncrate/unpack and set in place new equipment in mess hall. Level machine and connect all utilities to new machine, as necessary and per manufacturer's specifications.

Perform all systems and operational testing; check for leaks and ensure equipment is running correctly (per manufacturer's specifications).

If necessary, repair any damage to original condition, caused to Government property or facility, at no additional expense to the Government.

The requirement is to include but not limited to: all labor, transportation, freight, supervision, material, equipment, designs, fabrication, installation and disposal fees (unless otherwise specified in this RFQ).

Debris, rubbish and unusable material resulting from work under this contract shall be disposed of by the Contractor at his expense. The Contractor shall ensure that all recyclable materials are properly recycled. The disposal will be outside of the Government's property, daily, unless otherwise approved of by the COR. The Contractor is required to use an approved/licensed landfill and will be required to pay all fees associated with the disposal.

#### **PRESOLICITATION INTRUCTIONS**

##### 1. Summary:

This is a firm fixed-price supply contract to procure and install two (2) continuous motion pot washing systems; two (2) food waste collecting systems; and one (1) pot/pan washing machine at mess halls (MH) 2403 and 14036, aboard Marine Corps Base (MCB), Camp Pendleton, CA.

##### 2. Request for Quotation(RFQ):

This is a request for quotation. Responses to the subject solicitation are considered quotations and not offers. In those instances where the word "offer", "offeror", and "proposal" are used, the reader should understand that the use of such word(s) does not change the nature of this request for quotation.

##### 3. Submission of Quotations:

Quotations must be received no later than 8 September 2011 at 4:00 PM PST. Quotations may be hand-carried, submitted via mail through the US Postal Service, commercial courier service (UPS, FEDEX, etc.), or electronic mail (Email).

Faxed quotations will NOT be accepted. Offerors bear the burden of ensuring quotes (and any authorized amendments) reach the designated office on time.

For email quotes, the Government office designated for the receipt of the quotation is the email Inbox of the addressee indicated below; delivery to a server is not considered delivery to the designated Government office. The email shall not be considered to be delivered unless the entire content of the email and all attachments can be read by the addressee indicated below. The basis for determining time of receipt is the "Sent" field in the Outlook email message header. The email is considered received upon delivery into the Inbox of the addressee indicated below.

Receipt of an electronic acknowledgement establishes that a record was received but does not establish that the content sent corresponds to the content received. Email attachments are limited to no more than 2MB. Quoters are specifically warned that email may be subject to spam filters or attachment stripping. All transmissions must clearly state the solicitation number and the name of the Contracting Officer on the first page to ensure proper receipt. Attention is directed to FAR 52.212-1(f), concerning late submissions. Quoters are responsible for allowing adequate time for email transmission to be completed. The Quoter bears the risk of non-receipt of email transmissions, and should ensure that all pages of the quote (and any authorized modifications) have been received by the designated office before the deadline indicated. Pages of an email transmission that arrive after the deadline will not be considered. Quotes transmitted via email are subject to the same rules as paper quotes. The Government reserves the right to make award solely on the quotation received.

If emailed, send to:

[suzanne.shin@usmc.mil](mailto:suzanne.shin@usmc.mil)

US Postal Service:  
Regional Contracting Office – MCI West  
Attn: Suzanne Shin  
PO Box 1609  
Oceanside CA 92054-1609

Hand Carried or Sent via Courier:  
Regional Contracting Office – MCI West  
Attn: Suzanne Shin  
Bldg 2264  
Camp Pendleton, CA 92055

#### 4. Online Representations & Certification Application (ORCA):

Offerors shall submit representations and certifications electronically at <http://orca.bpm.gov/>. Certification required prior to submission of the offer. Offeror's shall state in the quote that certification in ORCA is current, complete and accurate as of the date of the offeror's signature or list any changes.

#### 5. Site Visit (FAR 52.237-1):

Offerors are urged and expected to inspect the site where items are to be installed and satisfy themselves regarding all general and local conditions that may affect the contract performance.

This clause constitutes notice that if the contractor elects not to attend the site visit, no claim or equitable adjustment resulting from conditions which could have been observed during the site visit is allowable under this contract. Attendance at the site visit and visual inspection of the facilities which are the subject of the contract is strongly encouraged.

A one-time site visit is scheduled for 31 August 2011 at 0900 AM (PST) in order to provide offerors an opportunity to inspect the site where installation is to be performed and to verify all general and local conditions that may affect the cost of contract. The site visit will begin promptly at 0900 at MH 2403. Please ensure enough time before the site visit to receive access to the base. The technical point of contact for the site visit and directions is Mr. Sean Slade at 760-725-3383 or email address: [sean.slade@usmc.mil](mailto:sean.slade@usmc.mil).

Please RSVP the Contract Specialist, Suzanne Shin via email at [suzanne.shin@usmc.mil](mailto:suzanne.shin@usmc.mil) with the company name, names of attendees and contact information.

\*\* Note: All questions regarding the solicitation shall be submitted in writing to the Contract Specialist no later than 2 September 2011 at 3:00 PM (PST). Written questions may be submitted by email to [suzanne.shin@usmc.mil](mailto:suzanne.shin@usmc.mil).

## 6. Evaluation

The Government will award a contract resulting from this solicitation to the responsible Quoter whose quote conforming to the solicitation will be most advantageous to the Government; price and other factors considered. The following factors shall be used to evaluate quotations:

- a. Technical Capability: Ability of contractor to provide products that meet the requirements of the RFQ. Specifically, the offeror shall provide manufacturer's name, model number, size, layout dimensions, warranty, drawings or any other pertinent information regarding the proposed products. The offeror shall provide details of how each item shall be installed. Any modifications the offeror plans to make to the product to ensure the product meets specifications will be clearly shown in descriptive materials provided with the quote.
- b. Price: Offerors are to provide the unit and total price for each CLIN, as well as an overall total price in their quotations. The Government has an existing operational, cleaning, and safety training program for the brand name products. Thus, if other than the specified brand name products are quoted, a separate price must be included in the quote for providing the government with an equivalent operational, cleaning, and safety training program and initial training of all employees. If such training is included in the price of the quoted product, the quoter shall make this clear. Whether or not the quoted price includes a separately priced training program, the government will include all costs related to initial training of personnel on other than brand name equipment in evaluating the total price of other than brand name equipment. Such costs include the time the Government determines will be required for the personnel to be trained on, and to become familiar with, the equipment.
- c. Delivery: Describe the length of time it will take the offeror to complete all requirements of the contract.
- d. Past Performance: Provide a minimum of two(2) references of similar work completed within the past two years with the point of contact, email address, telephone number, contract number and brief description of work completed. References will be contacted to verify information provided, as well as level of customer satisfaction on referenced similar work.

Failure to submit a quotation providing the information described above could result in a quotation being deemed nonresponsive and therefore, not subject to evaluation and/or contract award.

Quotations will be evaluated in an efficient and minimally burdensome fashion, detailed in FAR 13.106-2(b).

\*\* Note: The Government may award based solely on the information contained in the quote and is not obligated to seek further clarification. If other than the brand name product is quoted, the quote shall clearly identify and describe how the quoted product meets or exceeds that salient characteristic. Any lack of clarity concerning equality of the offered product to the brand name product may result in rejection of the quotation as non-responsive to the requirements of the solicitation.

## 7. Contracting Officer Representative (COR):

A COR will be assigned prior to contract award. The COR is the first point of contact for the contractor. Duties include periodic surveillance of installation and coordination between contractor and Government. The COR has the authority to stop work for serious safety violations. The COR is not able to make changes or give directions to the contractor except for those delegated by the Contracting Officer. Changes to the contract must be addressed, in writing, to the Contracting Officer.

## 8. Safety:

The contractor and contractor's employees and subcontractor(s) will become familiar with and obey all applicable activity regulations, directives and instructions, including fire, traffic, safety and security regulations. All personnel employed on the activity will keep within the limits of the worksite and avenues of ingress and egress and will not enter any restricted areas unless required to do so and are cleared for such entry.

**INSPECTION AND ACCEPTANCE TERMS**

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government

**DELIVERY INFORMATION**

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	15-NOV-2011	1	M93340 SEAN SLADE BASE FOOD SERVICE BLDG 2264 CAMP PENDLETON CA 92055 760 725 3383 FOB: Destination	M93340
0002	15-NOV-2011	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	M93340
0003	15-NOV-2011	2	(SAME AS PREVIOUS LOCATION) FOB: Destination	M93340
0004	15-NOV-2011	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	M93340
0005	15-OCT-2011	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	M93340

**CLAUSES INCORPORATED BY REFERENCE**

52.211-6	Brand Name or Equal	AUG 1999
52.212-1	Instructions to Offerors--Commercial Items	JUN 2008
52.212-3	Offeror Representations and Certification--Commercial Items	MAY 2011
52.212-4	Contract Terms and Conditions--Commercial Items	JUN 2010

52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.247-34	F.O.B. Destination	NOV 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.212-7000	Offeror Representations and Certifications- Commercial Items	JUN 2005

### **CLAUSES INCORPORATED BY FULL TEXT**

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2011)

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

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

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

\_X\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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

\_X\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (JUL 2010) (Pub. L. 111-5).

X (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

\_\_\_ (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161).

\_\_\_ (8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (JAN 2011) (15 U.S.C. 657a).

\_\_\_ (9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

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

\_\_\_ (11)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-6.

\_\_\_ (12)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

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

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

\_\_\_ (13) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637 (d)(2) and (3)).

\_\_\_ (14)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).

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

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

\_\_\_ (iv) Alternate III (JUL 2010) of 52.219-9.

\_\_\_ (15) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

\_\_\_ (16) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_ (17)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.

\_\_\_ (18) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (19) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

\_\_\_ (21) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

\_\_\_ (22) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2011).

\_\_\_ (23) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2011).

X (24) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

X (25) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

X (26) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

X (27) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

X (28) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

X (29) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

X (30) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

X (31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

\_\_\_ (32) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_ (33) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

X (34) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

\_\_\_ (35)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423)

\_\_\_ (ii) Alternate I (DEC 2007) of 52.223-16. .

X (36) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (SEP 2010) (E.O. 13513).

\_\_\_ (37) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

\_\_\_ (38)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

\_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.

\_\_\_ (39) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (40) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

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

\_\_\_ (43) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))

\_\_\_ (44) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (45) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

\_\_\_ (46) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

\_\_\_ (47) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

\_\_\_ (48) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_ (49)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

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

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

\_\_\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

\_\_\_ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

\_\_\_ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

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

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 1998) (29 U.S.C. 793).

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

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of clause)

#### 252.211-7003 ITEM IDENTIFICATION AND VALUATION (JUN 2011)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at [http://www.acq.osd.mil/dpap/pdi/uid/iuid\\_equivalents.html](http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html).

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/web/Normen-ontwikkelen/ISOIEC-15459-Issuing-Agency-Codes.htm>.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [http://www.acq.osd.mil/dpap/pdi/uid/uii\\_types.html](http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html).

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) All delivered items for which the Government's unit acquisition cost is \$5,000 or more.

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

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Contract line, subline, or exhibit line item No.	Item description
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(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number ----

(2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.

(3) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology--Transfer Syntax for High Capacity Automatic Data Capture Media.

(4) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.\*\*

(4) Issuing agency code (if concatenated unique item identifier is used).\*\*

(5) Enterprise identifier (if concatenated unique item identifier is used).\*\*

(6) Original part number (if there is serialization within the original part number).\*\*

(7) Lot or batch number (if there is serialization within the lot or batch number).\*\*

(8) Current part number (optional and only if not the same as the original part number).\*\*

(9) Current part number effective date (optional and only if current part number is used).\*\*

(10) Serial number (if concatenated unique item identifier is used).\*\*

(11) Description.

\*\* Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at [http://www.acq.osd.mil/dpap/pdi/uid/data\\_submission\\_information.html](http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html).

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which unique item identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s).

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2011)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1)  252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 f Pub. L. 110-181).

(2)  252.203-7003, Agency Office of the Inspector General (SEP 2010) (Section 6101 of Pub. L. 110-252, 41 U.S.C. 3509 note).

(3) \_\_\_ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(4) \_\_\_ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (OCT 2010) (15 U.S.C. 637).

(5) \_\_\_ 252.219-7004, Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).

(6)(i) \_\_\_ 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(ii) \_\_\_ Alternate I (DEC 2010) of 252.225-7001.

(7) \_\_\_ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

- (8) \_\_\_ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JAN 2011) (10 U.S.C. 2533b).
- (9) \_\_\_ 252.225-7012, Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).
- (10) \_\_\_ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (11) \_\_\_ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- (12) (i) \_\_\_ 252.225-7021, Trade Agreements (JUN 2011) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (ii) \_\_\_ Alternate I (SEP 2008)
- (iii) \_\_\_ Alternate II (DEC 2010) of 252.225-7021.
- (13) \_\_\_ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (14) \_\_\_ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (15) (i) X 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (DEC 2010) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii) \_\_\_ Alternate I (JUL 2009) of 252.225-7036.
- (iii) \_\_\_ Alternate II (DEC 2010) of 252.225-7036.
- (iv) \_\_\_ Alternate III (DEC 2010) of 252.225-7036.
- (16) \_\_\_ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (17) \_\_\_ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
- (18) \_\_\_ 252.227-7015, Technical Data--Commercial Items (MAR 2011) (10 U.S.C. 2320).
- (19) \_\_\_ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (20) \_\_\_ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (21) \_\_\_ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
- (22) \_\_\_ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (23) \_\_\_ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(24) \_\_\_ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010) (Section 807 of Public Law 111-84).

(25) \_\_\_ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).

(26)(i) \_\_\_ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) \_\_\_ Alternate I (MAR 2000) of 252.247-7023.

(iii) \_\_\_ Alternate II (MAR 2000) of 252.247-7023.

(iv) \_\_\_ Alternate III (MAY 2002) of 252.247-7023.

(27) \_\_\_ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(3) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).

(4) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(5) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

### **WIDE AREA WORKFLOW (WAWF) INVOICING INSTRUCTION**

52.232.9650 Wide Area WorkFlow-Receipt and Acceptance  
USMC WIDE AREA WORKFLOW IMPLEMENTATION (AUG 2006)

To implement DFARS 252.232-7003, "ELECTRONIC SUBMISSION OF PAYMENT REQUEST (JAN 2004)", the United States Marine Corps (USMC) utilizes Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) to electronically process vendor requests for payment. This application allows DoD vendors to submit and track Invoices and Receipt/Acceptance documents electronically.

The contractor is required to utilize this system when processing invoices and receiving reports under this contract/order, unless the provision at DFARS 252.232-7003(c) applies. The contractor shall (i) ensure an Electronic Business Point of Contact is designated in Central Contractor Registration at <http://www.ccr.gov> and (ii) register to use WAWF-RA at the <https://wawf.eb.mil> site, within ten (10) calendar days after award of this contract or modification. Step by step procedures to register are available at the <https://wawf.eb.mil> site.

The USMC WAWF-RA point of contact (POC) for this contract is Ms. Lois Thompson and can be reached at (760) 725-8137.

The contractor is directed to use the "2-in-1," format when processing invoices and receiving reports. should replace "Combo," "2-in-1," or "Cost Voucher" with the correct format in the designated space).

When entering the invoice into WAWF-RA, the contractor shall fill in the following DoDAAC fields or DoDAAC extensions:

Contract Number	
Delivery Order	
Cage Code/Ext	
Pay DoDAAC	
Issue Date	
Issue By DoDAAC	
Admin By DoDAAC	
Ship To Code/Ext	
Ship From Code/Ext	
LPO DoDAAC	"Leave Blank"
Acceptor Email Address	
Inspect By DoDAAC/Ext	"Leave Blank" DAAC should be entered which is normally a DCMA DoDAAC)

In some situations the WAWF-RA system will pre-populate the "Issue By DoDAAC", "Admin By DoDAAC" and "Pay DoDAAC". Contractor shall verify those DoDAACs automatically entered by the WAWF-RA system match the above information. If these DoDAACs do not match, then the contractor shall correct the field(s) and notify the Contracting Officer of the discrepancy (ies). Step by step WAWF-RA invoicing procedures for "Combo," "2-in-1," and "Cost Voucher" are available at the USMC paperless site at <http://www.marcorsyscom.usmc.mil/sites/pa/> under "Vendor Interface" section. On the Vendor Interface page click on "WAWF-RA" header at the top of the page. Under downloads on the WAWF-RA page that appears, click the appropriate document either "Combo," "2-in-1," or "Cost Voucher" to download the instructions.

Before closing out of an invoice session in WAWF-RA, but after submitting the document or documents, the contractor will be prompted to send additional email notifications. Contractor shall click on "Send More Email Notification" on the page that appears. Add the acceptor's/receiver's email address (Note this address is their work email address not their WAWF-RA organizational email address) in the first email address block and add any other additional email addresses desired in the following blocks. This additional notification to the Government is important to ensure the acceptor/receiver is aware that the invoice documents have been submitted into the WAWF-RA system.

**\*\*NOTE:** The POCs identified above are for WAWF-RA issues only. Any other contracting questions/problems should be addressed to the Contracting Officer or other person identified in the contract to who questions are to be addressed.

(End of clause)

## **SECURITY REQUIREMENTS**

Contractor and subcontractor employees must comply with installation rules and regulations. The Contractor is responsible for ensuring that each of its subcontractors fully complies with the following provisions, and shall flow down to subcontracts a clause to satisfy this contractual obligation.

The Contractor is responsible for providing information required to obtain clearances, permits, passes, or security badges that are required for Contractor personnel or equipment access. This includes information required for police or background checks or investigations.

The Contractor is responsible for ensuring such clearances, permits, passes, or security badges are promptly returned to the issuing activity upon termination of an employee, completion of a project, or termination of a contract or subcontract.

All Contractor personnel performing work under this contract who require access to military installations shall obtain personal entry and vehicle passes from the Provost Marshall's Office (PMO) of each base. (For Camp Pendleton, this process currently includes the requirement that employees under a contract of one year or longer obtain a Business Pass, which requires completion of an application used to conduct background checks.)

The Commanding Officer of each base has broad authority to remove or exclude any person from the military installation to protect personnel and property, to maintain good order and discipline, and to ensure the successful and uninterrupted performance of the Marine Corps mission. In the exercise of this authority, the Commanding Officer may refuse to grant personal entry passes or may bar Contractor employees, including employees who have been granted a personal entry pass. Refusal to grant an employee a personal entry pass or barment of an employee does not relieve the Contractor of the responsibility to continue performance under this contract.

The Contractor's employees shall observe and comply with all base rules and regulations applicable to contract personnel, including those applicable to the safe operation of vehicles, and shall not be present in locations not required for the proper performance of this contract.

Contractor personnel performing work under this contract shall be readily identifiable as an employee of the contractor through the use of uniforms with nametags. The contracting officer may approve alternate methods of ensuring contractor personnel are readily identifiable.

Contractor personnel and equipment entering a military installation are subject to security checks. Contractor personnel shall follow any direction given by Military Police or other security or safety personnel.

The Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603 (8 U.S.C. 1324a) requires employers verify the eligibility of individuals for employment to preclude the unlawful hiring, or recruiting or referring for a fee, of aliens who are not authorized to work in the United States. By signing this proposal/contract or by beginning work under this contract, the Offeror/Contractor certifies it has and will comply with IRCA, to include that it has verified the identity and employment eligibility of any individual employed who is or may be employed by the offeror and works under this contract.

Application for Vendor/Contractor Business Passes: The procedures below are the requirements for Camp Pendleton. Other installations will have similar requirements for obtaining business passes.

1. The Contractor will obtain a letter of support from the customer that their contract ultimately supports. The letter of support will identify the Company Name, Contract Number, period of performance of the Contract, location of performance, the Drivers license and expiration date of each of the Contractor's employees, and the point of contact information for the customer that signed the request. The Contractor's personnel will take the letter of support to request either a business pass or RapidGate access to Support Services Police Administrative Services Branch (Bldg. 1523) for processing.

2. Business Passes issued by Support Services Division's Police Admin Services Branch to vendors or contractors are effective from the date of issuance, for a period of 60 days or the end of the contract whichever date occurs first. Personnel denied a business pass might appeal in writing to the Commanding Officer, Marine Corps Base, Camp Pendleton (Attn: CMD Inspector). Denial or revocation of a business pass may be made if the applicant:
- i. Is listed on the National Terrorist Watch List.
  - ii. Is not a U.S. Citizen and is illegally present in the U.S. or whose U.S. citizenship, immigration status, or Social Security Number (SSN) cannot be verified.
  - iii. Is subject to an outstanding criminal warrant.
  - iv. Whose business pass application contains false or fraudulent information.
  - v. Has obtained a felony conviction within the last 10 years.
  - vi. Has obtained a total of three criminal misdemeanor convictions within the last 10 years.
  - vii. Who is a registered sex offender regardless of the date of the criminal offense.
  - viii. Has obtained a criminal misdemeanor or felony conviction for the following types of criminal offenses:
    1. Offenses of a sexual nature;
    2. Offenses of violence;
    3. Offenses related to gang related activity, supremacist, or extremist behavior; i.e., hate crimes;
    4. Crimes resulting from the possession, use, manufacturer, introduction, or distribution of any illegal drug listed in the Comprehensive Drug Abuse Prevention & Control Act of 1970, Schedules I through IV;
  - ix. Offenses in which weapon instrumentality (e.g., firearm, knife, or other bladed instrument, club, brass knuckles) was used either as a means of violence, or threat of violence
  - x. Whose military active duty was terminated by the receipt of a dishonorable discharge or bad conduct discharge.
  - xi. Has been issued a debarment order and is currently banned from any military installation.
  - xii. Who has exhibited characteristics, traits, or other indications that cause concern for the safety or welfare of personnel and/or residents aboard the base; or that causes concern for the physical security of the base.
3. Camp Pendleton has implemented a Contractor-managed security service, RAPIDGate™. RAPIDGate is consistent with and complementary to Homeland Security Presidential Directive 12 (HSPD-12) and the Federal Information Processing Standard 201 (FIPS 201).

Participation in RAPIDGate is optional, but contractor personnel who are not enrolled in RAPIDGate will be limited to gates which can safely accommodate traffic backups. Those gates are San Luis Rey, Las Pulgas, and San Onofre. All gates will be open to RAPIDGate registered Contractor personnel. Under the RAPIDGate program, Contractor personnel are vetted through a series of national and local record checks to determine whether they meet Camp Pendleton's criteria for access. The determination of whether to authorize a pass (badge) is made by the Government. The badges have Radio Frequency Identification (RFID) capability, and will be scanned upon entry onto the installation. Contractor personnel departure from the installation will be recorded by passive RFID receivers. Contractor personnel who have been screened and are determined to be eligible for access will be required to self register at kiosks located at the Main Gate, San Onofre Gate, as well as two additional kiosks located in Bldg. 1523 (PMO).

The cost of the RAPIDGate program is \$99.00 per year for the Contractor's firm, and \$129.00 per Contractor employee for a one-year pass. The fee for lost or stolen passes is \$30.00.

Contractors who choose not to participate in the RAPIDGate program will be required to obtain a 30-day business pass from PMO. These personnel will be required to access Camp Pendleton at the following gates: San Luis Rey, Las Pulgas and San Onofre.

Contractor personnel who are issued a Common Access Card (CAC) as a requirement for their positions (specifically access to the Navy Marine Corps Intranet), do not need to participate in RapidGate.

4. Application for Common Access Card (CAC): For personnel that require access to any government computers, the following procedures are required:
  - a. The Contractor will be required to provide proof that a National Agency Check (NAC) or National Agency Check with Inquiries (NACI) has been submitted to the Office of Personnel Management (OPM) for each employee that has a requirement for a CAC Card. During the period between the time that the request is submitted and the time that the investigation is returned, the Government may grant temporary access to the Contractor's employee. Whether to grant temporary access is within the sole discretion of the Government, and a decision not to grant access shall not be grounds for a request for an equitable adjustment or other contract modification, and shall not constitute an excuse for Contractor failure to perform. Such temporary access will not exceed 90 days.
  - b. Upon the return of the Investigation Schedule Notice and Certificate of Investigation from OPM, the Contractor shall provide a copy to the security manager that has overall responsibility for the customer supported by the Contractor's employees.
  - c. "Report of Agency Adjudication Action" (form 79A) is sent when there are potential actionable issue (s) at the minor, moderate, or substantial level which may be disqualifying under suitability/security considerations. If the contractor receives an Agency Adjudication Action from OPM, the security manager shall be consulted before such adjudicative action is determined and returned to OPM.
  - d. The Government will use the Adjudicative Guidelines (CNO ltr 5520 Ser 09N2/6U871220 of Sept 06) to guide determinations on whether access shall be granted.
  - e. The Contractor shall be notified in writing if there is a disqualifying event that prevents the Contractor's employee from obtaining a CAC. If temporary access was granted it shall be immediately revoked.
  - f. The information required to initiate a background investigation through OPM, as well as a listing of the forms that are required, is contained at the following website: <http://www.opm.gov/extra/investigate/IS-15.pdf>

*Base access requirements and procedures may change during the term of a contract. The contractor shall comply with all changes, and such compliance shall not be grounds for a request for an equitable adjustment or other contract modification.*

#### **ADDITIONAL REQUIREMENTS**

- (a) Photography is restricted on the Base. Clearance for photography will be obtained from appropriate Base personnel. When requested by the Base, all films must be turned over to the appropriate personnel for processing and security inspection.
- (b) All contractor personnel are to be familiar with the Camp Pendleton Fire Danger Rating System (FDRS). Personnel are required to observe all restrictions applicable under the FDRS pertaining to permit activities while on the Base. In particular, vehicles shall be parked only on bar soli/rock. Smoking is restricted to areas of bare soil. Fires of any nature are prohibited.
- (c) Do not pickup, remove, or disturb any ordnance (spent or live ammunition, brass, pyrotechnics, etc) found while on Camp Pendleton.
- (d) Some areas of the Base may be inaccessible due to road conditions following heavy and/or prolonged rainfall. Adjustments to work schedules due to road/weather conditions shall be coordinated with the POC. If your vehicles gets stuck or breaks down, military personnel cannot pull or two your vehicle. Call

Mainside service station (725-5828) who will refer you to a civilian wrecker service or information (411) for assistance.