

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER SEE SCHEDULE		PAGE 1 OF 57		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER M00681-15-T-0021		6. SOLICITATION ISSUE DATE 10-Mar-2015	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME MELODEE HALL			b. TELEPHONE NUMBER (No Collect Calls) 760-725-3217		8. OFFER DUE DATE/LOCAL TIME 03:00 PM 10 Apr 2015	
9. ISSUED BY REGIONAL CONTRACTING OFFICE-MCIWEST P O BOX 555027 CAMP PENDLETON CA 92055-5027 TEL: 760 763 -5647 FAX: 760-725-9339			CODE M00681		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 7.4 NAICS: 811490		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS
15. DELIVER TO M33710 MARCOS ESCOBAR WEAPONS & FIELD TRAINING BN BUILDING 31850 EDSON RANGE ARMORY CAMP PENDLETON CA 92055 TEL: 760 725 5205 FAX:			CODE M33710		16. ADMINISTERED BY			CODE
17a. CONTRACTOR/OFFEROR			CODE		18a. PAYMENT WILL BE MADE BY			CODE
TEL.			FACILITY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE								
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/>					29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			

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

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

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

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

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	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
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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>)

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	BASE PERIOD for Fabric Repair FFP Operation of Individual Combat Equipment (ICE) repair facility, Bldg. 310617, MCB, Camp Pendleton, CA, for the period of one year, in accordance with the PWS. FOB: Destination MILSTRIP: M3371015SUFABR1 PURCHASE REQUEST NUMBER: M3371015SUFABR1	12	Months		
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	BENCH STOCK FFP Price of all consumable materials required to accomplish repairs of Individual Combat Equipment (ICE) (hardware, straps, fabric, thread, glue, etc.) FOB: Destination MILSTRIP: M3371015SUFABR1 PURCHASE REQUEST NUMBER: M3371015SUFABR1	12	Months		
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	OPTION YEAR ONE for Fabric Repair FFP Operation of Individual Combat Equipment (ICE) repair facility, Bldg. 310617, MCB, Camp Pendleton, CA, for the period of one year, in accordance with the PWS. FOB: Destination MILSTRIP: M3371015SUFABR1 PURCHASE REQUEST NUMBER: M3371015SUFABR1	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	OPTION YEAR TWO for Fabric Repair FFP Price of all consumable materials required to accomplish repairs of Individual Combat Equipment (ICE) (hardware, straps, fabric, thread, glue, etc.) FOB: Destination MILSTRIP: M3371015SUFABR1 PURCHASE REQUEST NUMBER: M3371015SUFABR1	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	OPTION YEAR TWO for Fabric Repair FFP Operation of Individual Combat Equipment (ICE) repair facility, Bldg. 310617, MCB, Camp Pendleton, CA, for the period of one year, in accordance with the PWS. FOB: Destination MILSTRIP: M3371015SUFABR1 PURCHASE REQUEST NUMBER: M3371015SUFABR1	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION	OPTION YEAR TWO BENCHSTOCK FFP Price of all consumable materials required to accomplish repairs of Individual Combat Equipment (ICE) (hardware, straps, fabric, thread, glue, etc.) FOB: Destination MILSTRIP: M3371015SUFABR1 PURCHASE REQUEST NUMBER: M3371015SUFABR1	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 OPTION	OPTION YEAR THREE for Fabric Repair FFP Operation of Individual Combat Equipment (ICE) repair facility, Bldg. 310617, MCB, Camp Pendleton, CA, for the period of one year, in accordance with the PWS. FOB: Destination MILSTRIP: M3371015SUFABR1 PURCHASE REQUEST NUMBER: M3371015SUFABR1	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002 OPTION	OPTION YEAR THREE BENCHSTOCK FFP Price of all consumable materials required to accomplish repairs of Individual Combat Equipment (ICE) (hardware, straps, fabric, thread, glue, etc.) FOB: Destination MILSTRIP: M3371015SUFABR1 PURCHASE REQUEST NUMBER: M3371015SUFABR1	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		12	Months		
OPTION	OPTION YEAR FOUR for Fabric Repair FFP Operation of Individual Combat Equipment (ICE) repair facility, Bldg. 310617, MCB, Camp Pendleton, CA, for the period of one year, in accordance with the PWS. FOB: Destination MILSTRIP: M3371015SUFABR1 PURCHASE REQUEST NUMBER: M3371015SUFABR1				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002		12	Months		
OPTION	OPTION YEAR FOUR BENCHSTOCK FFP Price of all consumable materials required to accomplish repairs of Individual Combat Equipment (ICE) (hardware, straps, fabric, thread, glue, etc.) FOB: Destination MILSTRIP: M3371015SUFABR1 PURCHASE REQUEST NUMBER: M3371015SUFABR1				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5001 OPTION	Extension of Services for Fabric Repair FFP Operation of Individual Combat Equipment (ICE) repair facility, Bldg. 310617, MCB, Camp Pendleton, CA, for the period of one year, in accordance with the PWS. FOB: Destination MILSTRIP: M3371015SUFABR1 PURCHASE REQUEST NUMBER: M3371015SUFABR10001	6	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5002 OPTION	Extension of Services Bench Stock FFP Price of all consumable materials required to accomplish repairs of Individual Combat Equipment (ICE) (hardware, straps, fabric, thread, glue, etc.) FOB: Destination MILSTRIP: M3371015SUFABR1	6	Months		

NET AMT

ADDENDUM TO 52.212-1**52.212-1 ADDENDUM****INSTRUCTIONS TO OFFERORS****1. SUBMISSION OF PROPOSALS:**

a. In accordance with FAR 52.212-1(f), proposals are due at 9:00 a.m. local time to the receiving office (Pacific time). The closing date for receipt of proposals is 10 April 2015. Electronic submission of proposals is encouraged. In accordance with FAR 4.302(b), if electronic submission is not used, offerors shall use at least 30 percent postconsumer fiber paper and print or copy double-sided (or include an explanation concerning why it is not possible to print or copy double-sided). Email proposals or files provided by disc or other Electronic medium shall be limited to 2MB and no more than 35 pages. The Offeror agrees to hold the proposal firm for 90 calendar days from the date specified for receipt of Proposals. Award is expected to be made without the need for negotiations.

b. Proposals may be submitted as follows:

UNITED STATES POSTAL SERVICE (USPS) :

The United States Postal Service to this location is extremely diminished and jeopardizes timeliness of responses.

UNITED STATES POSTAL SERVICE (USPS) SHOULD NOT BE USED.

FAX: FAXED PROPOSALS WILL NOT BE ACCEPTED

ELECTRONIC MAIL (EMAIL):
melodee.hall@usmc.mil

PACKAGE DELIVERY: UPS/FEDEX

Regional Contracting Office
MCIWEST-MCB Camp Pendleton
Building 22180
Camp Pendleton, CA 92055

HAND DELIVERY:

Regional Contracting Office
MCIWEST-MCB Camp Pendleton
Attn: Melodee Hall
Building 22180
Camp Pendleton, CA 92055

For proposals delivered by hand, offerors are advised that entry to the installation is restricted, and offerors are directed to familiarize themselves with the entry control location and process. Entry processing time is unpredictable and can be lengthy. The addressee indicated above may be able to facilitate entry processing, but is not required to do so, and inability to gain access shall not excuse late delivery.

If proposals are submitted in different formats requiring different delivery methods, the proposal of record shall be the last complete version received prior to the deadline.

For email proposals, the Government office designated for receipt of the proposal is the email inbox of the addressee indicated above. Notwithstanding the provisions at FAR 52.212-1(f) or FAR 52.215-1(c)(3), delivery is not accomplished until the addressee can open the email; delivery to a server or an email inbox on a server is not considered delivery to the designated Government office and the proposals is not under the Government's control until the addressee can open the email. 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 above. Receipt of an electronic

acknowledgment from the addressee establishes that a record was received but does not establish that the content sent corresponds to the content received. Offerors are specifically warned that email may be subjected 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. Offerors are responsible for allowing adequate time for transmission to be completed. The Offeror bears the risk of non-receipt of transmissions, and should ensure that all pages of the proposal (and any authorized modifications) have been received by the designated office before the deadline indicated. Pages of a transmission that arrive after the deadline will not be considered.

2. **CONTRACT AUTHORITY:** The Government will solicit and award this contract using FAR Part 15 – Contracting by Negotiation and FAR Part 12 - Acquisition of Commercial Items.
3. This Request for Proposal (RFP) will be issued to small business contractors via <https://www.fbo.gov/>.
4. **SITE VISIT:** A Site Visit has been scheduled for **18 March 2015, at 2:00 P.M. PST**. Location: Weapons Field Training Battalion, Bldg 310617, Area 31, Marine Corps Base, Camp Pendleton, Oceanside, CA 92055-5181. Facilitating the visit will be Melodee Hall, Contracting Specialist with SSgt Adam Britzman. Upon receipt of RSVPs for the site visit, additional details will be provided to facilitate the site visit. At the visit, the Government will outline the overall requirements. Contractors are advised that any questions answered will be published in an amendment and all other interested parties will be provided with a copy. Contractors shall obtain permission before taking any photographs. The Government reserves the right to limit or ban photography. All contractors interested in attending the visit, must submit the Contracting officer the name of the individual(s) and the company they represent. RSVPs with the attendees names and the associated company names via email no later than **17 March 2015, at 2:00 P.M. PST**. Send your RSVP to the email address mention in paragraph 5.
5. **QUESTIONS:** Offerors are requested to thoroughly review the requirements of this solicitation and submit any questions in writing to **Melodee Hall via email address melodee.hall @usmc.mil by 30 March 2015, 4:30 P.M. Pacific Standard Time (PST)**.

These services are currently being provided by incumbent: Any additional inquiries about the incumbent must be obtained via the Freedom of Information Act. FOIA requests should be submitted via <http://www.mciwest.marines.mil/StaffOffices/FOIA.aspx>

6. **FORMAT OF PROPOSALS.** This section specifies the content, format, and limitations Offerors shall use when submitting proposals. The Government does not require elaborate Proposals, or volumes in separate binders. No additional copies, other than the original, are required. The signed SF1449, any amendments (SF-30), and representations and certifications are not included in the page count.

Offeror shall submit separate Non-Price and Price Proposals. The Non-price proposal shall not contain pricing information. The Non-Price proposal includes the Offeror's Technical Understanding and Approach, Experience and Past Performance. Each section (factor) shall be a separate submittal. The Non-Price and Price Proposals shall be submitted per the "submission instructions" previously mentioned.

A cover sheet shall include the Offeror's corporate information including name, address, administrative points of contact, including/call/fax, DUNS, and Cage code.

- a. The signed SF1449, any amendments (SF-30), and representations and certifications shall be returned by the closing date. The Offeror must be registered in System for Award Management (SAM) to be eligible for award.
- b. To expedite the review of proposals, Offerors shall submit their Proposals in sections based on the following format:

Volume 1: SF 1449: The signed SF1449, amendments and representations and certifications shall be returned by the closing date.

Volume 2: Price: In their price proposals, Offerors shall include pricing for each period of performance. The pricing shall be provided in the format as described in Attachment 2: Price Sheet, of the solicitation.

Volume 3: Non-Price Proposals: Non-price Proposals should not contain price information. Non-Price Proposals should provide information that assures the Government that the Offeror is able to provide the services required in the PWS and addresses the Evaluation Criteria.

- 7. EVALUATION:** The Government will award a firm fixed-price contract to the Offeror whose proposal is the Lowest Price Technically Acceptable offer, in accordance with the FAR Clause 52.212-2 Evaluation Criteria.
- 8. AWARD:** The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation Lowest Priced Technically Acceptable offer.

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
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
5001	Destination	Government	Destination	Government
5002	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 10-APR-2015 TO 09-APR-2016	N/A	M33710 MARCOS ESCOBAR WEAPONS & FIELD TRAINING BN BUILDING 31850 EDSON RANGE ARMORY CAMP PENDLETON CA 92055 760 725 5205 FOB: Destination	M33710
0002	POP 10-APR-2015 TO 09-APR-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M33710
1001	POP 10-APR-2016 TO 09-APR-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M33710
1002	POP 10-APR-2016 TO 09-APR-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M33710
2001	POP 10-APR-2017 TO 09-APR-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M33710
2002	POP 10-APR-2017 TO 09-APR-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M33710
3001	POP 10-APR-2017 TO 09-APR-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M33710

3002	POP 10-APR-2017 TO 09-APR-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M33710
4001	POP 10-APR-2018 TO 09-APR-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M33710
4002	POP 10-APR-2018 TO 09-APR-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M33710
5001	POP 10-APR-2019 TO 09-APR-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M33710
5002	POP 10-APR-2019 TO 09-APR-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M33710

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.204-2	Security Requirements	AUG 1996
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.209-7	Information Regarding Responsibility Matters	JUL 2013
52.212-1	Instructions to Offerors--Commercial Items	APR 2014
52.212-3	Offeror Representations and Certification--Commercial Items	DEC 2014
52.212-4	Contract Terms and Conditions--Commercial Items	DEC 2014
52.217-5	Evaluation Of Options	JUL 1990
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-99 (Dev)	Establishing a Minimum Wage for Contractors (Deviation 2014-O0017)	JUN 2014
52.232-18	Availability Of Funds	APR 1984
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.237-1	Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.245-1 Alt I	Government Property (Apr 2012) Alternate I	APR 2012
52.245-9	Use And Charges	APR 2012
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.209-7993 (Dev)	Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law -- Fiscal Year 2014 Appropriations (Deviation)	FEB 2014

252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.225-7050	Disclosure of Ownership or Control by the Government of a Country that is a State of Terrorism	DEC 2014
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7002	Requests for Equitable Adjustment	DEC 2012

CLAUSES INCORPORATED BY FULL TEXT

52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)

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

Postconsumer fiber means—

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

(b) The Contractor is required to submit paper documents, such as offers, letters, or reports that are printed or copied double-sided on paper containing at least 30 percent postconsumer fiber, whenever practicable, when not using electronic commerce methods to submit information or data to the Government.

(End of clause)

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

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be the Lowest Priced Technically Acceptable offer.

The following factors shall be used to evaluate offers:

- (i) technical capability of the services offered to meet the Government requirement;
- (ii) price;
- (iii) past performance

The technical factors will be evaluated, as acceptable or unacceptable based on the following description:

Technical Acceptable/Unacceptable Ratings	
Rating	Description
Acceptable	Proposal clearly meets the minimum requirements of the solicitation.
Unacceptable	Proposal clearly does not meet the minimum requirements of the solicitation.

FACTOR 1: Management Plan:

The Government encourages all innovations/technological efficiencies to be included in the management plan. Management Plan is not to exceed 20 pages. The management plans shall include a narrative to address the following elements in fulfilling the requirements as detailed in the performance work statement (PWS):

- i. Strategy to handle influx of ICE gear repairs, in a timely manner, and per the PWS.
- ii. Flow-chart demonstration of proposed methodology of how ICE gear will be moved throughout the Weapons Field Training Battalion warehouse. This should encompass all steps from cradle-to-grave, of the repair process.

FACTOR 2: Price

(a) Offerors shall submit their overall pricing for CLINs starting on page three (3) of this solicitation. Offerors should also include, on a separate sheet, any necessary pricing data to support the quote. The data should specifically include the fully burdened hourly wage rates, by labor category, for staff. Price will be evaluated for completeness and reasonableness. Service Contract Act applies to this requirement. A current Department of Labor Wage Determination incorporated into the resulting contract award. The classes of service employees expected to be employed under the proposed contract are listed under SCA Wage Determination No. 2005-2057 Revision No. 16 dated 12/22/2014 is applicable and hereby incorporated by reference. Current Wage Determinations can be found at <http://www.wdol.gov/>

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

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

FACTOR 3: Past Performance

Offerors past performance will be evaluated based on the Offeror's relevant present and past performance record to determine performance risk and the degree of confidence for successful performance based on the Offeror's demonstrated record of performance on similar contracts. Offerors are to list up to three of the largest (by dollar value) contracts involving work similar in nature to that required by this solicitation either currently being performed and/or having been completed within the past two years. Provide the following information for each of the projects provided: a.) contract number, b) title of the project, c) award date, d) award amount, e) current contract value, f) detailed description of the performance work statement, and g) point of contact name, phone number and email address.

Potential sources of performance data that may be employed in the evaluation include Government sources such as the customer, the Contracting Officer, System for Award Management (SAM), Past Performance Information Retrieval System (PPIRS) and any submitted questionnaires. **Instruct your customer references to complete the questionnaire and submit it directly to the Contract Specialist, prior to the due date of quotes.**

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 2014)

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

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

(2) 52.222-50, 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)).

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

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

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

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

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

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

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

___ (5) [Reserved]

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

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

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

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

___ (10) [Reserved]

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

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

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

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

____ (13) [Reserved]

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

____ (ii) Alternate I (NOV 2011).

____ (iii) Alternate II (NOV 2011).

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

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

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

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

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

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

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

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

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

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

____ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

____ (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).

____ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (July 2013) (15 U.S.C. 637(m)).

____ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (July 2013) (15 U.S.C. 637(m)).

XXX (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

XXX (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 3126).

XXX (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

XXX (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

XXX (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).

___ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

___ (31) 52.222-37, Employment Reports on Veterans (July 2014) (38 U.S.C. 4212).

___ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

___ (33) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (34)(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.)

___ (35) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014)+(E.O.s 13423 and 13514).

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

___ (36)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

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

___ (37) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (38)(i) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).

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

XXX (39) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

___ (40) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

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

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

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

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

___ (42) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

____ (43) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (44) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

____ (45) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150

____ (46) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (47) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (48) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

XXX (49) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

____ (50) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

____ (51) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (52) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (53)(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.)

XXX (1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

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

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

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

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

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

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

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

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

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

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

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

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

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

(x) 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)).

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

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

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

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

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

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

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

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

(End of clause)

52.217-8 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 15 days.

(End of clause)

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 Months.

(End of clause)

52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)

(a) Service employee, as used in this clause, means any person engaged in the performance of a service contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541. The term "service employee" includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(b) The Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those service employees employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the service employees were hired, a right of first refusal of employment under this contract in positions for which the service employees are qualified.

(1) The Contractor and its subcontractors shall determine the number of service employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor Contractor employed in connection with performance of the work.

(2) Except as provided in paragraph (c) of this clause, there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation.

(i) The successor Contractor and its subcontractors shall make a bona fide express offer of employment to each service employee as provided herein and shall state the time within which the service employee must accept such offer, but in no case shall the period within which the service employee must accept the offer of employment be less than 10 days.

(ii) The successor Contractor and its subcontractors shall decide any question concerning a service employee's qualifications based upon the individual's education and employment history, with particular emphasis on the employee's experience on the predecessor contract, and the Contractor may utilize employment screening processes only when such processes are provided for by the contracting agency, are conditions of the service contract, and are consistent with Executive Order 13495.

(iii) Where the successor Contractor does not initially offer employment to all the predecessor contract service employees, the obligation to offer employment shall continue for 90 days after the successor contractor's first date of performance on the contract.

(iv) An offer of employment will be presumed to be bona fide even if it is not for a position similar to the one the employee previously held, but is one for which the employee is qualified, and even if it is subject to different employment terms and conditions, including changes to pay or benefits. (See 29 CFR 9.12 for a detailed description of a bonafide offer of employment).

(c)(1) Notwithstanding the obligation under paragraph (b) of this clause, the successor Contractor and any subcontractors (i) may employ under this contract any service employee who has worked for the contractor or subcontractor for at least three months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (ii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Labor Standards statute, 41 U.S.C. 6701(3), and (iii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular service employee's past performance, has failed to perform suitably on the job (see 29 CFR 9.12(c)(4) for additional information). The successor Contractor bears the responsibility of demonstrating the appropriateness of claiming any of these exceptions.

(2) In addition, any Contractor or subcontractor that has been certified by the U.S. Small Business Administration as a HUBZone small business concern must ensure that it complies with the statutory and regulatory requirements of the HUBZone Program (e.g., it must ensure that at least 35 percent of all of its employees reside within a HUBZone). The HUBZone small business Contractor or subcontractor must consider whether it can meet the requirements of this clause and Executive Order 13495 while also ensuring it meets the HUBZone Program's requirements.

(3) Nothing in this clause shall be construed to permit a Contractor or subcontractor to fail to comply with any provision of any other Executive order or law. For example, the requirements of the HUBZone Program (see FAR subpart 19.13), Executive Order 11246 (Equal Employment Opportunity), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 may conflict, in certain circumstances, with the requirements of Executive Order 13495. All applicable laws and Executive orders must be satisfied in tandem with, and if necessary prior to, the requirements of Executive Order 13495, 29 CFR part 9, and this clause.

(d)(1) The Contractor shall, not less than 30 days before completion of the Contractor's performance of services on the contract, furnish the Contracting Officer with a certified list of the names of all service employees working under this contract and its subcontracts at the time the list is submitted. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts with either the current or predecessor contractors or their subcontractors. Where changes to the workforce are made after the submission of the certified list described in this paragraph, the Contractor shall, in accordance with paragraph (e) of this clause, not less than 10 days before completion of the services on this contract, furnish the Contracting Officer with an updated certified list of the names of all service employees employed within the last month of contract performance. The updated list shall also contain anniversary dates of employment, and, where applicable, dates of separation of each service employee under the contract and its predecessor contracts with either the current or predecessor Contractors or their subcontractors.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(3) The Contracting Officer will direct the predecessor Contractor to provide written notice (Appendix B to 29 CFR chapter 9) to service employees of their possible right to an offer of employment with the successor contractor. Where a significant portion of the predecessor Contractor's workforce is not fluent in English, the notice shall be provided in English and the language(s) with which service employees are more familiar. The written notice shall be—

(i) Posted in a conspicuous place at the worksite; or (ii) Delivered to the service employees individually. If such delivery is via email, the notification must result in an electronic delivery receipt or some other reliable confirmation that the intended recipient received the notice.

(e)(1) If required in accordance with 52.222-41(n), the predecessor Contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor Contractors or their subcontractors. If there are no changes to the workforce before the predecessor contract is completed, then the predecessor Contractor is not required to submit a revised list 10 days prior to completion of performance and the requirements of 52.222-41(n) are met. When there are changes to the workforce after submission of the 30-day list, the predecessor Contractor shall submit a revised certified list not less than 10 days prior to performance completion.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(f) The Contractor and subcontractor shall maintain the following records (regardless of format, e.g., paper or electronic) of its compliance with this clause for not less than a period of three years from the date the records were created.

(1) Copies of any written offers of employment or a contemporaneous written record of any oral offers of employment, including the date, location, and attendance roster of any service employee meeting(s) at which the offers were extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the service employees from the predecessor contract to whom an offer was made.

(2) A copy of any record that forms the basis for any exemption claimed under this part.

(3) A copy of the service employee list provided to or received from the contracting agency.

(4) An entry on the pay records of the amount of any retroactive payment of wages or compensation under the supervision of the Administrator of the Wage and Hour Division to each service employee, the period covered by such payment, and the date of payment, and a copy of any receipt form provided by or authorized by the Wage and Hour Division. The Contractor shall also deliver a copy of the receipt to the service employee and file the original, as evidence of payment by the Contractor and receipt by the service employee, with the Administrator or an authorized representative within 10 days after payment is made.

(g) Disputes concerning the requirements of this clause shall not be subject to the general disputes clause (52.233-1) of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 9. Disputes within the meaning of this clause include disputes between or among any of the following: The Contractor, the contracting agency, the U.S. Department of Labor, and the service employees under the contract or its predecessor contract. The Contracting Officer will refer any service employee who wishes to file a complaint, or ask questions concerning this contract clause, to the: Branch of Government Contracts Enforcement, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue NW., Washington, DC 20210. Contact email: displaced@dol.gov.

(h) The Contractor shall cooperate in any review or investigation by the Department of Labor into possible violations of the provisions of this clause and shall make such records requested by such official(s) available for inspection, copying, or transcription upon request.

(i) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the Contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the Contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

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

(k) The Contracting Officer will withhold, or cause to be withheld, from the prime Contractor under this or any other Government contract with the same prime Contractor, such sums as an authorized official of the Department of Labor requests, upon a determination by the Administrator, the Administrative Law Judge, or the Administrative Review Board, that there has been a failure to comply with the terms of this clause and that wages lost as a result of the violations are due to service employees or that other monetary relief is appropriate. If the Contracting Officer or the Administrator, upon final order of the Secretary, finds that the Contractor has failed to provide a list of the names of service employees working under the contract, the Contracting Officer may, in his or her discretion, or upon request by the Administrator, take such action as may be necessary to cause the suspension of the payment of contract funds until such time as the list is provided to the Contracting Officer.

(l) Subcontracts. In every subcontract over the simplified acquisition threshold entered into in order to perform services under this contract, the Contractor shall include a provision that ensures—

(1) That each subcontractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors;

(2) That the subcontractor will provide the Contractor with the information about the service employees of the subcontractor needed by the Contractor to comply with paragraphs (d) and (e) of this clause; and

(3) The recordkeeping requirements of paragraph (f) of this clause.

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond [10 Apr 2016](#) . The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond [10 Apr 2016](#), until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

252.204-7011 ALTERNATIVE LINE-ITEM STRUCTURE (SEP 2011)

(a) Line items are the basic structural elements in a solicitation or contract that provide for the organization of contract requirements to facilitate pricing, delivery, inspection, acceptance and payment. Line items are organized into contract line items, subline items, and exhibit line items. Separate line items should be established to account for separate pricing, identification (see section 211.274 of the Defense Federal

Acquisition Regulation Supplement), deliveries, or funding. The Government recognizes that the line item structure in this solicitation may not conform to every offeror's practices. Failure to correct these issues can result in difficulties in accounting for deliveries and processing payments. Therefore, offerors are invited to propose an alternative line item structure for items on which bids, proposals, or quotes are requested in this solicitation to ensure that the resulting contract structure is economically and administratively advantageous to the Government and the Contractor.

(b) If an alternative line item structure is proposed, the structure must be consistent with subpart 204.71 of the Defense Federal Acquisition Regulation Supplement and PGI 204.71. A sample solicitation line-item structure and a corresponding offer of a proposed alternative line-item structure follow.

Solicitation:

Item No.	Supplies/Service	Quantity	Unit	Unit price	Amount
0001.....	Computer, Desktop with CPU, Monitor, Keyboard and Mouse.	20	EA

Alternative line-item structure offer where monitors are shipped separately:

Item No.	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001.....	Computer, Desktop with CPU, Keyboard and Mouse.	20	EA
0002.....	Monitor.....	20	EA

(End of provision)

252.215-7007 NOTICE OF INTENT TO RESOLICIT (JUN 2012)

This solicitation provides offerors fewer than 30 days to submit proposals. In the event that only one offer is received in response to this solicitation, the Contracting Officer may cancel the solicitation and resolicit for an additional period of at least 30 days in accordance with 215.371-2.

(End of provision)

252.215-7008 ONLY ONE OFFER (OCT 2013)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or

pricing data are required in accordance with 225.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:

- (1) Profit rate or fee (as applicable).
- (2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).
- (3) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable [U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification].
- (4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.
- (d) If negotiations are conducted, the negotiated price should not exceed the offered price.

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

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

COMBO

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

M33710 -- Weapons Field Training Battalion, Edson Range, Bldg 31617, MCB Camp Pendleton, CA 92055

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	M67443
Issue By DoDAAC	M00681
Admin DoDAAC	M00681
Inspect By DoDAAC	Leave Blank
Ship To Code	M33710
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	Leave Blank
Service Acceptor (DoDAAC)	Leave Blank
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

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

melodee.hall@usmc.mil
adam.britzman@usmc.mil
paul.wellnitz@usmc.mil
joshua.rossi@usmc.mil

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

lois.thompson@usmc.mil, 760-725-5647

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

(End of clause)

Direct all correspondence, other than payment to the Contracting Office: melodee.hall@usmc.mil

The contracting Officer Representative (COR) is: joshua.rossi@usmc.mil

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

Title: NMCARS 5237.102-90

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Infantry Combat Repair services via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) S, Utilities ONLY;
- (5) V, Freight and Shipping ONLY.

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>.

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	PAST PERFORMANCE QUESTIONNAIRE		
Attachment 2	PRICING SHEET		

PERFORMANCE WORK STATEMENT

1.1 General

The Contractor shall provide all the labor, supervision, materials, supplies and equipment, to operate and manage and perform equipment maintenance and repairs at the Individual Combat Equipment (ICE) Repair Facility located at Weapons Field Training Battalion (WFTBN), MCB, Camp Pendleton, Ca. The period of performance is one base period with 4 one-year options, with a 6 month extension of services. The Contractor shall establish and maintain a system of records to accurately quantify all work performed, and shall be responsible for the preparation of all administrative correspondence and reports incidental to the work covered by the contract. The Contractor shall manage all operations so as to ensure maximum responsiveness, efficiency, and economy to Camp Pendleton.

1.1.2 Contractor Personnel

- 1.1.2.1 The Contractor shall provide a sufficient and well-trained work force to satisfactorily perform the services required by this contract at the Government owned facility. It is the Contractor's responsibility to provide additional work force as needed to meet contingencies to assure prompt response to any additional workloads identified and negotiated by the Government with the Contractor.
- 1.1.2.2 Contract employees shall either be a citizen of the United States or shall carry a valid US Immigration Alien/Registration Card. It shall be the Contractor's responsibility to require such proof before each worker becomes an official employee of the Contractor. Contractor's employees shall observe and comply with all installation rules and regulations applicable to contract personnel (including those applicable to the safe operation of equipment and vehicles). Copies of pertinent installation rules and regulations may be requested from the Contracting Office prior to contract start.
- 1.1.2.3 The Government may require the Contractor to remove from the job site at Camp Pendleton any employee found to be under the influence of alcohol, drugs, or any other incapacitating agent. The removal from the job site of such persons shall not relieve the Contractor of the requirement to provide sufficient personnel to perform adequate and timely services.
- 1.1.2.4 The Contractor shall provide a personnel roster to the Contracting Officer of the employees employed under the contract, their job title (as it relates to the Department of Labor wage classification), and their applicable wage and fringe benefits, upon contract start, upon each option year and during the last month of the contract.
- 1.1.2.5 All Contract personnel working aboard Camp Pendleton shall obtain from the Base Pass and I.D. Office, the necessary Government issued business permits. These will be issued at no cost to the Contractor. Each employee shall carry the identification badge on his or her person at all times while within the boundaries of the Government installation. It shall be the responsibility of the Contractor, upon the termination of an employee, to assure that these items of identification are returned to the Provost Marshal's Office within three (3) workdays after termination.
- 1.1.3. **Operating Hours.** Normal working hours is 7:30 a.m. through 4:00 p.m.; Monday through Friday excluding holidays/ The Contractor shall provide services between those hours, inclusive of the lunch hour. It is expected that the Contractor shall plan to accomplish all requirements of this contract within normal working hours (or as otherwise established herein). Any overtime determined necessary by the contractor to accomplish the average work load shall be considered purely a management decision, and will not be approved for additional payment to the Contractor by the Government.
- #### **1.1.4. Security Requirements**
- 1.1.4.1 **Identification of Vehicles.** Each vehicle to be used in the performance of the contract shall show the Contractor's name so that it is clearly visible and shall at all times display a valid license plate. Contractor

employee' privately owned vehicles brought aboard the base shall at all times display a valid state license plate.

- 1.1.4.2 Security Checks.** Contractor's personnel and/or vehicles shall not be present in locations not required for proper performance of this contract. All personnel employed by the Contractor in the performance of this service or any representative of the Contractor entering the Government installation shall conform to all security regulations which may be in effect during the contract period, and will be subject to such checks/searches as may be deemed necessary to assure that no violations occur. No employee shall be permitted on base when such check/searches reveal that their presence would be detrimental to the security of the installation. Subject to security regulations, the Government shall permit access to the area for performing required services.
- 1.1.4.3 Physical Security.** The Contractor shall be responsible for safeguarding all Government property provided for contractor use, or over which the Contractor has control by operation of this contract. At the close of each workday, Government facilities, equipment and material shall be secured.
- 1.1.4.4 Key Control.** The Contractor shall establish and implement methods of ensuring that all keys issued to the Contractor are not lost or misplaced and are not used by unauthorized persons. It is the responsibility of the Contractor to prohibit the use of keys issued by the Government by any persons other than the Contractor's employees and to prohibit the opening of locked areas by the Contractor's employees to allow entrance of persons other than Contractor's employees engaged in the performance of assigned contract work. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall report the loss of a key and the circumstances surrounding the loss to the Contracting officer within one (1) working day.
- 1.1.4.5** In the event keys, other than master keys are lost or duplicated, the Contractor will be required, upon direction of the Contracting Officer, to re-key or replace the affected lock or locks, however, the Government, at its option, may replace the affected locks or perform re-keying. When the replacement or re-keying is performed by the Government, the total cost of re-keying or replacement of the lock or locks shall be deducted from the monthly payment due the Contractor. In the event the master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total deducted from the monthly payment due to the Contractor.

2. GOVERNMENT FURNISHED FACILITIES (GFE), EQUIPMENT (GFE), PROPERTY (GFP), AND SERVICE (GFS).

Without charge and for use only in connection with the performance of this contract, the Government will furnish to the Contractor the warehouse, certain equipment, property, and related support services as listed below. All subject items and facilities will be jointly inventoried by the Government and the Contractor to document existing conditions prior to contract start, and to get an accurate count of GF properties. Ownership of subject properties will remain with the Government. Ownership of subject properties will remain with the Government.

2.1 GOVERNMENT FURNISHED FACILITIES (GFF). The Government will furnish warehouse space at WFTBN Bldg. 310617 aboard MCB, Camp Pendleton for the Contractor to accomplish the required ICE repair services.

- 2.1.1** All Contractor operations on Camp Pendleton, including storage of material, shall be confined to the areas designated by the Government. The Government will be responsible for any identified Government facility structural repairs or maintenance that are not the result of Contractor negligence.
- 2.1.2** Alterations/Modification of Facilities. Any cost for alterations and modifications to the existing facilities determined necessary by the Contractor to meet specific needs shall be borne by the Contractor. The proposed layout of interior and exterior alterations of the desired modifications to the properties shall be submitted to the Contracting Officer for Government approval prior to the initiation of any changes. Ownership of completed modification to GFP will belong to the Government. Subject changes shall not be

dismantled or removed at the end of the contract period unless requested to do so by the Contracting Officer. The cost of changes required to return the GFP to its original condition shall be borne by the Contractor.

2.2 GOVERNMENT FURNISHED EQUIPMENT (GFE). The following is a list of GFE furnished to the Contractor. The Contractor is not responsible for maintaining GFE. Should GFE require repair, the Contractor shall submit a Work Request form to the COR. The following equipment will be furnished by the government:

- Pallet Jacks and Material Handling Equipment (MHE)
- Juki DNU 1541 Walking Foot Sewing Machines (2 ea.)
- DDL 8700 Light Single Stitch (1 ea.)

2.3 GOVERNMENT FURNISHED SERVICES (GFS). At no cost to the Contractor, the Government will provide the following on-base support services required for performance of this contract only: facilities maintenance, utilities, refuse collection and disposal, firefighting services, security/police services, pest control services, and miscellaneous services as deemed necessary and approved by the contracting officer.

2.4. CONTRACTOR FURNISHED EQUIPMENT (CFE). CFE required for use and brought aboard a military Installation shall be appropriately labeled or designated to identify Contractor ownership. Equipment inventory record list specifically identifying each piece of equipment belonging to the Contractor shall be submitted to the Contracting Officer within five (5) working days after start of contract. An updated inventory of CFE will be submitted annually thereafter within five (5) working days after the start of each option year. Support equipment required and provided by the Contractor, such as calculators, typewriters, copy machines, personal computers, office furniture, etc., shall also be listed by the Contractor, if such equipment is to remain on Camp Pendleton.

3. QUALITY CONTROL. Quality Control steps include:

- Remove equipment from service (this will occur during normal care and storage inspection of warehouse locations or during ICE issue and recovery).
- Identify ICE repair requirement and tag; noting rips, tears, missing or damaged fasteners, or other damage.
- The ICE Repair warehouse location is a transient location segregated into three sub-locations: Awaiting Repair, Completed Repair and DRMO. These locations are dynamic. ICE will be processed through these locations on a reoccurring basis throughout the work day. WFTBN personnel and Contractor personnel will conduct a joint Quality inspection of ICE that has been repaired or recommended for disposal.
- All ICE entering repair will be accounted for by individual line item.
- Any ICE under warranty will brought to the attention of WFTBN for PQDR processing.

4. EQUIPMENT REPAIR. As a result of the Inspection and Quality Control process discussed in Paragraph 3, ICE will be separated and inspected for damage by WFTBN and contractor personnel. Depending upon the type of ICE item and the specific repair required, items will be segregated and placed in the repair staging area to award processing. Items that cannot be repaired (or repaired cost-effectively) will be returned to the Government for disposition.

4.1 The items to be repaired and the approximate inventory amount:

Item:	Estimated On-hand quantity:
1. BIVY Cover	6,200
2. Stuff sack	6,200
3. Poncho liner	6,200
4. Sleeping Bags	6,200
5. Poly pro trouser	6,200
6. Poly pro undershirt	6,200
7. Load bearing vest	6,200
8. Black gloves	6,200

9. Tan gloves xstatic	600
10. Shooters coat	1,000
11. Waterproof clothing bag	6,200
12. USMC main pack	6,200
13. USMC assault pack	6,200
14. Green gloves	6,200
15. Fleece pullover	600
16. Digital helmet cover	6,200
17. Flak jackets	6,200
18. Magazine Pouches	18,600
19. Knit cap	6,200
20. Helmet	6,200
21. Cold weather parka	6,200
22. Cold weather trouser	6,200
23. Gortex parka (digital)	6,200
24. Gortex trouser (digital)	6,200
25. VCAS Sling	6,200
26. Entrenching tool carrier tan	6,200

4.2 Once the inspection process has been completed, repairs will be accomplished as follows:

- WFTBN personnel will place ICE awaiting repair into pre-designated bulk containers and a transfer adjustment will be entered into the system to reflect transfer of the ICE for repair.
- An inspection will be conducted by WFTBN and contractor personnel to locate damage to validate that repairs can be completed cost-effectively.
- WFTBN Supply Officer will be responsible for the overall control and responsibility for repair identified. He will identify the gear to be repaired and prioritizes the order the contractor should repair the gear according to unit needs. The Supply Officer determines whether he wants gear repaired no matter the cost. The contractor is to advise the Supply Officer if the “60%” of the replacement cost” threshold is going to be crossed. Once the determination has been made that repairs will be cost-effective or an agreement is reached pursuant to procedures under paragraph 2, repairs shall begin.
- Non-repairable-non-cost-effective repair items will be tagged and returned to the Government for disposition.
- Repair work will be completed using best commercial and/or applicable military regulations as a guideline.
- ICE repair will be transferred to stock ready for issue by WFTBN personnel.

4.3 Administration Functions. The Contractor shall establish general management and administrative programs to provide control and support for the work effort designated herein.

4.4 Required Records and Reporting Requirements

- 4.4.1** The Contractor shall be responsible for maintaining all production and other records relative to the performance of work under this contract. The Contractor shall prepare all reports, correspondence, and all other documents, and shall maintain files that may be generated under this contract. The Government reserves the right of access to all pertinent files at any time during the contract period. At the expiration of this contract, all files/records applicable to the contract shall be relinquished to the Government.
- 4.4.2** The Contractor will maintain record at the time of taking possession of government property the item and quantity of equipment received. The Contractor will also record, upon the return of equipment to the Government, the item and quantity of equipment returned. For each line item, the difference between quantity received and returned should be maintained on record and must be provided to the Government upon request.

- 4.4.3 Health/Safety Requirements.** While on Government property the contract employees shall observe, and comply with all Government rules and regulations concerning safety and sanitation.
- 4.4.4** The Contractor shall ensure that all personnel performing contractual services on the installation, whose duties involve the operation of vehicles or equipment of any kind, are qualified and able to safely operate such vehicles or equipment, and possess a valid, current driver's license and insurance.
- 4.4.5** All accidents or job related injuries to Contractor or Government personnel which occur on any military installation herein and in connection with the performance of services under this contract, and which result in severe personal injury, death, or property damage, shall be reported to the Contracting Officer within one hour after the accident. Completion of a Government furnished Occupational Injury/Illness Mishap Report; Short Form is used to report all accidents. This form shall be obtained from the Contracting Officer within one (1) workday of the occurrence. The report shall contain, as a minimum, the employee's name, title, and date of accident, place of accident, how accident happened, and what action was taken to prevent future occurrences.
- 4.4.6 Fire Prevention.** As a fire prevention requirement, the Contractor shall assure that all trash is removed from the buildings just prior to closing and placed into Government furnished dumpsters. Any cigarette butts and similar materials shall not be place in the outdoor receptacles. Disposal of cigarette butts and similar materials shall be done separately from trash and in accordance with applicable fire regulations. Smoking will occur only at designated "smoking areas".
- 4.4.7 Quality Control (QC).** The Contractor shall develop and implement an effective and economical quality control program. This inspection system shall cover the services listed in the Performance Requirements Summary (PRS) and the key control section (paragraph 1.1.4.4), and provide for some form of positive validation of all services performed. The Contractor shall be responsible for establishing methods for identifying and preventing defects in the quality of service performed before the level of performance becomes unacceptable. The Contractor shall maintain on-site records of all inspections conducted and corrective action taken. Changes or updates to the Quality Control Plan shall be submitted to the Contracting Officer before implementation.
- 4.4.8 Quality Assurance (QA).** The Government will evaluate the Contractor's performance under this contract using the planned sampling and the validated customer complaint methods of surveillance. The Government has the right to inspect and test all services at any time and without notification to the Contractor. The Government will record all surveillance observations. When an observation indicates defective performance, the activity or the Contracting Officer will request the Contractor to re-perform the services if time so permits, or complete a Customer Complaint Form if the services cannot be performed or are not re-performed in accordance with contract requirements. Notwithstanding the provisions of this contract covering inspection, acceptance, and deduction from payment, any items found to have been unsatisfactorily cleaned or repaired, shall be reworked at no additional cost to the Government. Such items shall be identified and separately logged in a rework ticket and reprocessed within one (1) working day of notification to the Contractor.

5. CONTRACT ADMINISTRATION

- 5.1** The contractor, upon contract award, will be notified by the Contracting Officer, in writing, as to who will be appointed the Government's Contracting Officer's Representative (COR), Accountable Officer and Quality Assurance Evaluator (QAE), Government Personnel may be appointed to more than one duty, based on their qualifications. (Example: The COR and Accountable Officer may be the same person).
- 5.1.1** The Contractor, upon contract award, shall identify to the Contracting Officer the names and phone numbers of their Project Manager, Contract Administrator and on-site primary point of

contact, for this contract.

5.1.2 PHASE-IN. Upon contract award, the first 30 calendar days will be the phase-in period. During the phase-in period, the Contractor will attend meetings as deemed necessary by the COR. Additional phase-in requirements are further defined in this PWS.

5.1.2.1 FULL PERFORMANCE PERIOD. The full contract performance period will be from the date of contract award through 12 months. During this full contract performance period, the contractor shall be fully capable to provide all services as outlined in this PWS.

5.1.2.2 MEETINGS AND CONFERENCES. The contractor agrees to attend all meetings and conferences as required by the Contracting Officer or COR at no additional cost.

PERFORMANCE REQUIREMENTS SUMMARY

Outcome	Performance			Inspection		Incentive
Stakeholder Outcome	PWS Para. No.	Standard	AQL	Inspector	Method and Frequency	Performance Incentive
Production Records	4.1.1	Maintain accurate production records	No more than 2% error rate on repairs	COR	Monthly review of status reports, records and equipment	Positive past performance, timely invoice payment, option exercise.
Maintain Accountability of Government Furnished Equipment/Property	3 /4.4.2	Safeguard Government Furnished Equipment/Property from damage and abuse	100% Accountability at all times	COR	Monthly review of GFE/GFP inventory	Positive past performance, timely invoice payment, option exercise.
Quality of Repairs	4.4.8	Perform accurate and efficient repairs	98% of repairs correct without rework	COR	Monthly review of re-work records.	Positive past performance, timely invoice payment, option exercise.

ADDENDUM TO 52.228-5

Insurance Requirements: As required by FAR 52.228-5, the following minimum amounts are established for performance under this contract:

- Workers Compensation: Statutory Minimum
- General Liability: \$500,000 per occurrence
- Automobile Liability: \$1,000,000 per person
 \$1,000,000 per occurrence for bodily injury
 \$1,000,000 per occurrence for property damage

The Government will be listed as a certificate holder.