

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER M2830115SS00012		PAGE 1 OF 49		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER M00681-15-T-0032		
6. SOLICITATION ISSUE DATE 14-Apr-2015		7. FOR SOLICITATION INFORMATION CALL: a. NAME AMANDA LANE		b. TELEPHONE NUMBER (No Collect Calls) 760-725-1937		8. OFFER DUE DATE/LOCAL TIME 03:00 PM 05 May 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: \$11M NAICS: 611699		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		
15. DELIVER TO M28301 CPL NEVADA SHELTON I MEF BOX 555300 CAMP PENDLETON CA 92055 TEL: 760-763-2565 FAX:		CODE M28301		16. ADMINISTERED BY CODE				
17a. CONTRACTOR/OFFEROR TEL.		CODE		18a. PAYMENT WILL BE MADE BY CODE		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>2</u> COPIES <input checked="" type="checkbox"/> 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.				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
--	-----------	---

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
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

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

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Basic Combat Trauma Training FFP Combat Trauma Training with Live Tissue Training in accordance with the Performance Work Statement (PWS). Each training shall have a maximum of 40 students and shall be priced per student. FOB: Destination MILSTRIP: M2830115SS00012 PURCHASE REQUEST NUMBER: M2830115SS00012	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Advanced Combat Trauma Training FFP Combat Trauma Training with Live Tissue Training in accordance with the Performance Work Statement (PWS). Each training shall have a maximum of 40 students and shall be priced per student. FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Basic Combat Trauma Training FFP Combat Trauma Training with Live Tissue Training in accordance with the Performance Work Statement (PWS). Each training shall have 40 students and shall be priced per student. FOB: Destination MILSTRIP: M2830115SS00012	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	Advanced Combat Trauma Training FFP Combat Trauma Training with Live Tissue Training in accordance with the Performance Work Statement (PWS). Each training shall have a maximum of 40 students and shall be priced per student. FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	Basic Combat Trauma Training FFP Combat Trauma Training with Live Tissue Training in accordance with the Performance Work Statement (PWS). Each training shall have 40 students and shall be priced per student. FOB: Destination MILSTRIP: M2830115SS00012	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION	Advanced Combat Trauma Training FFP Combat Trauma Training with Live Tissue Training in accordance with the Performance Work Statement (PWS). Each training shall have a maximum of 40 students and shall be priced per student. FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		1	Each		
OPTION	Basic Combat Trauma Training FFP Combat Trauma Training with Live Tissue Training in accordance with the Performance Work Statement (PWS). Each training shall have 40 students and shall be priced per student. FOB: Destination MILSTRIP: M2830115SS00012				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002		1	Each		
OPTION	Advanced Combat Trauma Training FFP Combat Trauma Training with Live Tissue Training in accordance with the Performance Work Statement (PWS). Each training shall have a maximum of 40 students and shall be priced per student. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001 OPTION	Basic Combat Trauma Training FFP Combat Trauma Training with Live Tissue Training in accordance with the Performance Work Statement (PWS). Each training shall have 40 students and shall be priced per student. FOB: Destination MILSTRIP: M2830115SS00012	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002 OPTION	Advanced Combat Trauma Training FFP Combat Trauma Training with Live Tissue Training in accordance with the Performance Work Statement (PWS). Each training shall have a maximum of 40 students and shall be priced per student. FOB: Destination	1	Each		

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
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

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-JUN-2015 TO 30-MAY-2016	N/A	M28301 CPL NEVADA SHELTON I MEF BOX 555300 CAMP PENDLETON CA 92055 760-763-2565 FOB: Destination	M28301
0002	POP 01-JUN-2015 TO 30-MAY-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M28301
1001	POP 01-JUN-2016 TO 30-MAY-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M28301
1002	POP 01-JUN-2016 TO 30-MAY-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M28301
2001	POP 01-JUN-2017 TO 30-MAY-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M28301
2002	POP 01-JUN-2017 TO 30-MAY-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M28301
3001	POP 01-JUN-2018 TO 30-MAY-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M28301
3002	POP 01-JUN-2018 TO 30-MAY-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M28301
4001	POP 01-JUN-2019 TO 30-MAY-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M28301
4002	POP 01-JUN-2019 TO 30-MAY-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M28301

PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT

BASIC AND ADVANCED COMBAT TRAUMA TRAINING

1.0 Background

1.1 The I Marine Expeditionary Force (I MEF) has a requirement to provide standardized Combat Trauma Training (CTT) to assigned US Navy medical personnel and to selected Marines who are certified as Combat Life Savers. Live Tissue Training (LTT), a sub component of CTT, has proven to save lives and lessen the severity of injury in combat. Therefore, I MEF will provide Marines and Sailors these lifesaving skills through Basic Combat Trauma Training (BCTT) and Advanced Combat Trauma Training (ACTT) instruction. For those Contractors who conduct LTT instruction, they shall be approved by The Medical Officer of the Marine Corps.

1.2. There is uncertainty concerning continued use of live animals in training, especially insofar as the use in training non-medical personnel. Examples include, but are not limited, to the following:

1. The April 2013 DOD report required by section 736 of the FY13 National Defense Authorization Act limits justification to medical personnel.
2. In response to the DOD report, Army limited live tissue training to medical personnel in ALARACT 173-2013.
3. The Uniformed Services University of the Health Sciences stopped using animals to train medical students on 3 September 2013.
4. The Battlefield Excellence through Superior Training Practices Act of 2013, H.R.3172/S.1550, introduced in September 2013 in the House of Representatives by Rep. Hank Johnson and in the Senate Sen. Ron Wyden, prohibits the use of animals in live combat trauma injury and chemical and biological training after 2016.

The Contractor acknowledges notification that policy changes may occur during the period of performance which necessitate partial or total termination for convenience. The Contractor accepts this risk, and specifically agrees that any such termination shall be at no cost to the Government, and shall not constitute grounds for Contractor claim or request for equitable adjustment.

2.0 Scope of Work

2.1 This effort entails programmatic support, instructional expertise, and veterinarian resources to implement and sustain a Marine Corps LTT program. Training iterations include didactic education, practical application classes, and training exercise scenarios to test CTT skills under a variety of medical and tactical scenarios. The Contractor shall provide standardized LTT in accordance with established regulations, protocols and procedures.

2.2. Conduct of CTT including LTT is governed by CG, Marine Corps Combat Development Command (MCCDC) Combat Trauma Training with Live Tissue Policy Guidance, dated 1 July 2011. Contractors must have LTT curriculum and animal protocols, approved in accordance with MCCDC policy, in place at contract inception and throughout all periods of performance. Lack of required approvals in accordance with MCCDC policy shall constitute grounds for immediate termination for cause with all Government remedies thereunder, and with no contractor claim or request for equitable adjustment. The contractor shall provide ACTT, to include LTT, to U. S. Navy medical personnel assigned to I MEF and its major supporting elements; and BCTT to select Combat Life Saver (CLS) qualified Marines assigned to I MEF and its major supporting elements during pre-deployment training in support of deployments and contingency operations world-wide through didactic education and practical application classes, as well as exercises to test Combat Trauma Training skills. This training is vital in order to diminish severity of injuries and loss of life, and to ensure optimal medical care, in accordance with the appropriate governing authorities, is provided to wounded personnel. The scope of this effort entails technical, analytical and programmatic support to implement and sustain mission capabilities through implementation and execution of a ACTT and BCTT with LTT.

3.0 General Requirements

3.1 Government Responsibilities and Interface. The Contracting Officer Representative (COR) will execute responsibilities related to performance oversight, deliverables acceptance, invoice certification, and coordination of work efforts. The Regional Contracting Office (RCO) Contracting Officer (KO) will interface with the prime contractor's representative for payment and administration issues.

3.2 Technical Performance Quality. The contractor is responsible for Quality Assurance and shall provide employees capable of performing all services under this contract.

3.3 Work Location. The contractor will provide classrooms for the didactic portion of the training for CTT. Field (practical application with live tissue, and ballistic wounding) training shall be performed at contractor provided facilities within two hours driving time of Camp Pendleton California. The Government will provide transportation of students to and from the training location. The location of the classroom portion of the training shall be identified at the task order level. Contractor travel, covered by the contractor, may be required to Camp Pendleton for quarterly meetings with the KO and/or the CORs.

3.4 Applicable References. The contractor will comply with all current applicable statutory and regulatory requirements, including, but not limited to, the following:

- CG, Marine Corps Combat Development Command (MCCDC) Combat Trauma Training with Live Tissue Policy Guidance, dated 1 July 2011.
- I MEF Order 6300.1 provides policy guidance for Live Tissue Training of non-medical personnel.

- Division Order 6300.1 provides policy guidance for Live Tissue Training of non-medical personnel.
- MARADMIN 209/12, USMC Tactical Combat Casualty Care (TCCC) Combat Lifesavers (CLS) Program Guidance, dated 13 April 2012
- Tactical Combat Casualty Care Curriculum from the Committee on Tactical Combat Casualty Care
- NAVMC 3500.66B, Explosive Ordinance Disposal Training and Readiness Manual
- NAVMC 3500.84_, Health Service Support Training and Readiness Manual
- Systems Approach to Training (SAT) Manual
- Pre-Hospital Trauma Life Support (PHTLS) Handbook, current Military Edition
- Marine Corps Order (MCO) P3500.75
- SECNAVINST 3900.38C, The Care and Use of Laboratory Animals in DoD Programs
- 9 CFR Parts 1-4
- Curriculum Validation Check List
- Operational Risk Assessment Worksheet (ORAW)
- Tactical Combat Casualty Care (TCCC) Skills List (from PHTLS Manual, Current Edition)
- Animal Welfare of 9 CFR, Chapter 1, the Institutional Animal Care and Use Committee (IACUC) Policy
- USMC Combat Medical Training guidelines
- DODI 3216.01 Use of Animals in DoD Programs

4.0 Specific Services to be Provided

4.1 The contractor shall provide BCTT and ACTT with LTT classes. Training dates shall be coordinated by the COR and the 1st Marine Division, I MEF; Navy Education and Training Office, Leading Chief Petty Officer and 1st Marine Logistics Group, G-3 Navy Tactical Readiness and Training, Leading Chief Petty Officer in response to unit requirements. Class size will be dependent on training requirements and may vary accordingly, but shall not be less than 20 students and shall not exceed more than forty (40) students per class. Anticipated student throughput is 840 ACTT students and 960 BCTT students annually during the Period of Performance (POP). For ACTT the student to instructor to live specimen ratio shall not exceed 40:2 for classroom (didactic) training 4:1:1 for table top training(practical application with live specimen.) with a 4:1:1 ratio for the trauma lanes portion (scenario based training with ballistic labs).

4.2 The contractor shall provide realistic, real-time training including ballistic wounding. Topics shall relate to current Tactical Combat Casualty Care (TCCC) as developed by the Committee on Tactical Combat Casualty Care and published in the current Pre-Hospital Trauma Life Support (PHTLS), Military Manual. The contractor shall specifically follow guidelines as outlined in Enclosure (1) of the MCCDC Policy dated 1 July 2011, which discusses prohibited techniques for training and appropriate use of personnel for demonstration purposes. In addition to classroom lectures and presentations, the contractor shall provide live tissue training at a site

provided by the contractor. All training shall comply with all current statutory and regulatory requirements, including MCCDC Combat Trauma Training With Live Tissue Policy Guidance. The contractor shall use appropriate scenarios as required for each class.

4.3 Anticipated annual training in support of this contract is shown in Table 1. Training dates shall be coordinated by the COR and the 1st Marine Division, I MEF, and Marine Logistics Group Navy Education and Training Office, Leading Chief Petty Officer in response to unit requirements. The COR and contractor shall concur on any changes to the schedule and ensure that adherence to the revised schedule is followed.

Table 1

Primary Training Site (MEF)	Training Programs	Training Classes	Maximum Students per class
Camp Pendleton	ACTT	7	40
	BCTT	8	40

Primary Training Site (1MARDIV)	Training Programs	Training Classes	Maximum Students per class
Camp Pendleton	ACTT	7	40
	BCTT	8	40

Primary Training Site (IMLG)	Training Programs	Training Classes	Maximum Students per class
Camp Pendleton	ACTT	7	40
	BCTT	8	40

5.0 Contractor Qualification and Experience. The contractor shall comply with all current federal, state and local statutory and regulatory requirements, including MCCDC Combat Trauma Training With Live Tissue Policy Guidance.

5.1 In accordance with MCCDC Combat Trauma Training With Live Tissue Policy Guidance, the contractor shall be currently certified in writing by the Headquarters, USMC Health Services (HQMC-HS), to conduct the CTT/LTT at the level as described in this contract.

5.2 The contractor shall be familiar with the Marine Corps training and education environment. Contractor personnel must be capable of working efficiently in a military staff environment that requires coordination both internally and externally with I MEF and its major supporting elements staff. Contractor personnel must be familiar with and adhere to established command and staff procedures, especially those involving staff coordination and chain of command.

PLEASE SEE ATTACHMENT 1: DOD-CONTRACTED MEDICAL TRAINING INVOLVING USE OF LIVE ANIMALS COMMERCIAL VENDOR REVIEW & APPROVAL PROCESS

6.0 Deliverables. The contractor shall manage all deliverables associated with this contract. Specific due dates will be included in the Plan of Action and Milestones (POA&M) review, following contract award. The COR must approve in advance any changes to the schedule and the contractor shall ensure adherence to the revised timeline.

6.1 The deliverables required to support the specified tasks of this PWS are identified in Table 2.

6.2 The contractor shall provide monthly progress reports no later than the 10th day of the following month for the work accomplished from the first (1st) through the final calendar day of the previous month on the status of all tasks. This report shall be provided in both hardcopy and electronic form using MS Office applications. The monthly report shall include, at a minimum:

- Contractor's name, contract number, period that the report covers
- Comparison of planned and actual contract performance
- Problems or delays (actual or anticipated) requiring government action and summary of action required
- Personnel turnover, utilization of subs, and future staffing projections
- Deliverables accepted or rejected, inclusive of the final day of the month as well as the reason for rejection and timeline for resubmission

Table 2

Deliverable	Content	Due Date
Post Award Kick-off Meeting	See Paragraph 8.1	Due within seven 7 days after contract award
Plan of Action and Milestones (POA&M)	Proposed Plan of Action and Milestones (POA&M) for implementation as agreed upon at Post-Award Kick-off Meeting	Due to COR within 14 days of contract award
Monthly Report	See Paragraph 6.2	Due no later than the 10 th day of the following month for the work accomplished from the first (1 st) through the final calendar day of the

		previous month
Training Plan/Training Schedule	Proposed course dates, training topics, hours of instruction, and proposed student throughput	Due to COR within 7 days of contract award and as updated
Training Plan Approved Course Syllabus	Training topics	Contractor shall provide syllabus and Student Reference Manual to COR prior to scheduled instruction
Student Reference Manual		
Master Lesson Files	Instructor and student materials containing evaluations and evaluation criteria	Files to be available to the COR for inspection upon request
CTT/LTT Support and Assessment Report	Written assessment of the training, including training class dates, unit participation, student throughput, student/instructor ratios, and training progress and deficiencies. Include metrics/ measurable outcomes used to monitor training progress and deficiencies.	Contractor shall provide to the COR once a month
CTT/LTT Lessons Learned Report	Research and lessons learned to be incorporated into Course Content Review Boards (CCRBs) as part of course maintenance.	Quarterly Lessons Learned Report submitted to COR, maintained on file with plan to incorporate into instruction

7.0 Quality Assurance

7.1 The Contractor is responsible for Quality Control. The Government will conduct Quality Assurance in accordance with a Quality Assurance Surveillance Plan (QASP), which describes how government personnel will evaluate and assess contractor performance. The QASP will be revised or modified as circumstances warrant. An informational copy of the QASP will be furnished to the Contractor after award. The government shall evaluate the contractor's performance under this contract using the methods of surveillance specified in the QASP. The Government shall record the surveillance observations. When an observation indicated defective performance, the Government representative shall request the contractor's representative to

initial the recorded observations. Metrics will be developed between Contractor and COR for all live and didactic training.

8.0 Meetings. Periodic meetings between the government and the contractor are required. Date, time, and location will be determined by mutual agreement between the contractor and the COR. Installation access will be in accordance with paragraph 9.0.

8.1 Post Award Kick-Off Meeting. The Contracting Officer shall schedule and conduct a post award kick-off meeting within seven (7) days after date of the contract award. The purpose of this meeting is to ensure the contractor and the government, understand their roles and responsibilities, validate understanding of the requirement, including external influences, and mission, and establish a schedule for updates and communications.

8.2 In Progress Review (IPR). The contractor shall schedule and conduct IPRs as requested, by the COR to review progress of the requirement.

8.3 Quarterly Contract Performance Review. The contractor, in conjunction with guidance provided by the COR, shall schedule and conduct a quarterly Program Review within fifteen (15) calendar days of the final day of the month for the period of performance (e.g., October-December – before Jan 16th). The agenda for the review shall be developed between the contractor's Program Manager and the COR. The agenda items shall include the elements of the monthly Progress Report, performance metrics, and any additional items directed by the COR. The COR may, in his sole discretion, change timing (e.g., semi-annually vice quarterly), content and format of meetings.

9.0 SECURITY REQUIREMENTS

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

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

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

All Contractor personnel performing work under this contract who require access to military installations shall obtain personal entry and vehicle passes from the Provost Marshall's Office (PMO) of each base. (For Camp Pendleton, this process currently includes the requirement that

employees under a contract of one year or longer obtain a Business Pass, which requires completion of an application used to conduct background checks.)

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

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

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

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

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

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

1. The Contractor will obtain a letter of support from the customer that their contract ultimately supports. The letter of support will identify the Company Name, Contract Number, period of performance of the Contract, location of performance, the Drivers license and expiration date of each of the Contractor's employees, and the point of contact information for the customer that signed the request. The Contractor's personnel will take the letter of support to request either a business pass or RapidGate access to Support Services Police Administrative Services Branch (Bldg. 1523) for processing.
2. Business Passes issued by Support Services Division's Police Admin Services Branch to vendors or contractors are effective from the date of issuance, for a period of 60 days or the end of the contract whichever date occurs first. Personnel denied a business pass might appeal in

writing to the Commanding Officer, Marine Corps Base, Camp Pendleton (Attn: CMD Inspector). Denial or revocation of a business pass may be made if the applicant:

- i. Is listed on the National Terrorist Watch List.
- ii. Is not a U.S. Citizen and is illegally present in the U.S. or whose U.S. citizenship, immigration status, or Social Security Number (SSN) cannot be verified.
- iii. Is subject to an outstanding criminal warrant.
- iv. Whose business pass application contains false or fraudulent information.
- v. Has obtained a felony conviction within the last 10 years.
- vi. Has obtained a total of three criminal misdemeanor convictions within the last 10 years.
- vii. Who is a registered sex offender regardless of the date of the criminal offense.
- viii. Has obtained a criminal misdemeanor or felony conviction for the following types of criminal offenses:
 1. Offenses of a sexual nature;
 2. Offenses of violence;
 3. Offenses related to gang related activity, supremacist, or extremist behavior; i.e., hate crimes;
 4. Crimes resulting from the possession, use, manufacturer, introduction, or distribution of any illegal drug listed in the Comprehensive Drug Abuse Prevention & Control Act of 1970, Schedules I through IV;
 - ix. Offenses in which weapon instrumentality (e.g., firearm, knife, or other bladed instrument, club, brass knuckles) was used either as a means of violence, or threat of violence
 - x. Whose military active duty was terminated by the receipt of a dishonorable discharge or bad conduct discharge.
 - xi. Has been issued a debarment order and is currently banned from any military installation.
 - xii. Who has exhibited characteristics, traits, or other indications that cause concern for the safety or welfare of personnel and/or residents aboard the base; or that causes concern for the physical security of the base.

3. Camp Pendleton has implemented a Contractor-managed security service, RAPIDGate™. RAPIDGate is consistent with and complementary to Homeland Security Presidential Directive 12 (HSPD-12) and the Federal Information Processing Standard 201 (FIPS 201). Participation in RAPIDGate is optional, but contractor personnel who are not enrolled in

RAPIDGate will be limited to gates which can safely accommodate traffic backups. Those gates are San Luis Rey, Las Pulgas, and San Onofre. All gates will be open to RAPIDGate registered Contractor personnel.

Under the RAPIDGate program, Contractor personnel are vetted through a series of national and local record checks to determine whether they meet Camp Pendleton's criteria for access. The determination of whether to authorize a pass (badge) is made by the Government. The badges have Radio Frequency Identification (RFID) capability, and will be scanned upon entry onto the installation. Contractor personnel departure from the installation will be recorded by passive RFID receivers. Contractor personnel who have been screened and are determined to be eligible for access will be required to self register at kiosks located at the Main Gate, San Onofre Gate, as well as two additional kiosks located in Bldg. 1523 (PMO).

The cost of the RAPIDGate program is \$99.00 per year for the Contractor's firm, and \$129.00 per Contractor employee for a one-year pass. The fee for lost or stolen passes is \$30.00. Contractors who choose not to participate in the RAPIDGate program will be required to obtain a 30-day business pass from PMO. These personnel will be required to access Camp Pendleton at the following gates: San Luis Rey, Las Pulgas and San Onofre. Contractor personnel who are issued a Common Access Card (CAC) as a requirement for their positions (specifically access to the Navy Marine Corps Intranet), do not need to participate in RapidGate.

4. Application for Common Access Card (CAC): For personnel that require access to any government computers, the following procedures are required:

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

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

ADDITIONAL REQUIREMENTS

- (a) Photography is restricted on the Base. Clearance for photography will be obtained from appropriate Base personnel. When requested by the Base, all films must be turned over to the appropriate personnel for processing and security inspection.
- (b) All contractor personnel are to be familiar with the Camp Pendleton Fire Danger Rating System (FDRS). Personnel are required to observe all restrictions applicable under the FDRS pertaining to permit activities while on the Base. In particular, vehicles shall be parked only on bar soli/rock. Smoking is restricted to areas of bare soil. Fires of any nature are prohibited.
- (c) Do not pickup, remove, or disturb any ordnance (spent or live ammunition, brass, pyrotechnics, etc) found while on Camp Pendleton.
- (d) Some areas of the Base may be inaccessible due to road conditions following heavy and/or prolonged rainfall. Adjustments to work schedules due to road/weather conditions shall be coordinated with the POC. If your vehicles gets stuck or breaks down, military personnel cannot pull or tow your vehicle. Call Mainside service station (725-5828) who will refer you to a civilian wrecker service or information (411) for assistance.

10.0 Contractor Furnished Facilities, Equipment, Materials and Supplies

10.1 The contractor shall work off-site and provide their own work space, office equipment, supplies, materials, items, computer equipment, software and network access necessary to accomplish the work under this contract.

10.2 The contractor shall provide an off-base site for live tissue training that is within two hours driving time of Camp Pendleton CA. Location shall include all elements on site to meet or exceed the Animal Welfare of 9 CFR, Chapter 1, the Institutional Animal Care and Use Committee (IACUC) and Marine Corps policy. In addition, the contractor shall provide shelters for field training as needed, power generating systems for practical application training in the field, and training supplies for the practical application. The contractor shall provide all instructors for the live tissue practical application. The practical application portion will consist of table top practical applications, to last no less than 2 hours, and trauma lanes portion with ballistic wounding labs (to last 2-4 hours, or until patient is expired and the COR or designee is confident that learning objectives have been met). The contractor shall provide a wearable vest, capable of being used to drag the specimen, with a medical equipment pouch to be placed on the live tissue specimen for the trauma lanes portion.

10.3 During the classroom (didactic) training, the contractor shall provide all instructors, computers, projectors, speakers, microphones, and any other audiovisual equipment necessary to conduct the training course; copies of the approved Student Reference Manual and training manuals, one for each student attending the course; all consumable medical supplies necessary to

conduct the training. All tourniquets will be in working condition and other medical consumables (hemostatic agents, bandages etc.) shall be in new condition.

10.4 The contractor shall provide all medical equipment and supplies. All medical supplies, and medical devices (e.g. hemostatic agents, tourniquets, bandages) must comply with current TCCC guidelines. If a new product is demonstrated it must be clearly stated to the sponsoring unit surgeon (or equivalent) and COR prior to conducting the course.

10.5 Practical application training will focus on current equipment that is issued by the Marine Corps for deployment and TCCC requirements. Additional training, utilizing other medical supplies and devices may be introduced to cross train Marines and Sailors for possible resupply by other Coalition forces. This training reinforces the ability of the USMC and USN to provide operational medical support under any condition in austere environments of war.

10.6 In support of combat trauma training curriculum, the contractor shall provide all scenario props, all supporting materials and equipment, medical supplies, medications, and all medical supplies and veterinary medications necessary to support live tissue training.

10.7 Teaching aids required for demonstrations and practical application exercises shall be determined by agreement between the COR and the contractor.

10.8 Contractor will be responsible for providing certificates of completion for every student on the day of course completion.

10.9 Responsibility of the COR to ensure all completed training is entered into the appropriate electronic training system.

10.10 The Contractor shall provide instructor training on the animal use protocol. Individuals who successfully complete the instructor training shall have their names added to the contractor's animal use protocol list. An instructor training certificate shall be presented to the student upon course completion.

11.0 Special Requirements

11.1 Curriculum must meet or exceed the training standards set forth by the Pre-Hospital Trauma Life Support Manual, Military Manual (Current Version), specifically Division 5, Chapters 19-27.

11.2 Travel and lodging arrangements for Contractor Personnel shall be the responsibility of the contractor.

11.3 Procurement, care, and disposal of live tissue shall be the responsibility of the contractor. The contractor shall be capable of providing live specimens weighing at least 120 lbs, but no more than 150 lbs. The contractor shall legally obtain animals from suppliers licensed by the

United State Department of Agriculture (USDA), unless the supplier is specifically exempt from USDA licensing requirements. The contractor shall provide, at a minimum, 10 live specimens per class. Excess live tissue specimens will not be used unless there is an untimely demise, or otherwise deemed necessary by the contractor.

11.4 Each ACTT student will be given the opportunity to experience tourniquet placement, splinting, peripheral IV insertion, wound dressing, direct pressure to control external hemorrhage, application of occlusive dressing for simulated sucking chest wound, hemostatic agent application, needle thoracocentesis, surgical airways for medical personnel, chest tubes by medical personnel, placement of IOs, FastOnes, and any other injuries/ treatment the instructor on scene deems feasible.

11.5 Each BCTT student will be given the opportunity to experience tourniquet placement, splinting, IV insertion and treat extremity trauma (direct pressure to control external hemorrhage), bleeds, application of occlusive dressing for simulated sucking chest wound, hemostatic agent, airway and respiratory management (to include advanced airway junctional management) and other injuries/ treatment the instructor on scene deems feasible.

11.6 Site location for the field portion of the exercise shall be the responsibility of the contractor. The site location will be within two hours driving time of Camp Pendleton CA.. The site shall not be within the confines of any federal or military installation. The location shall consist of a table top area, secured from environmental factors (e.g. rain) and a trauma lane area. The trauma lanes shall be no less than 300 meters of easily accessible pathway, with vegetation and terrain diversity present. The site location shall be a secure, controlled access area. Outdoor environments shall include, at a minimum, active security up to the line of sight perimeter, to include from above, to prevent photography, video recording, or unauthorized observation. The Contractor shall ensure throughout all training events, including preparation and clean-up, that no person, other than personnel specifically authorized in advance by the COR, engages in any photography, or any use of audio or video recording devices, including mobile phones.

11.7 Students are required to wear proper civilian attire. No identifying apparel is allowed.

12.0 Period of Performance The period of performance of this contract shall be for one (1) base year and four (4) one year option periods.

12.1 The period of performance is as follows:

- Base Year: 12 months from date of award
- Option Year 1: 12 months from the date of option exercise
- Option Year 2: 12 months from the date of option exercise
- Option Year 3: 12 months from the date of option exercise
- Option Year 4: 12 months from the date of option exercise

12.2 Expected class dates and class sizes shall be determined at the task order level. For any changes in dates or class size after a task order has been issued, the Contracting Officer and the respective COR shall be notified 30 days in advance to provide updated and pertinent information. The Contractor shall be able to accommodate changes when given 30 days' notice.

ADDENDUM TO 52.212-1

1. This Request for Quotation will result in a fixed price contract to provide Basic and Advanced Combat Trauma Training with Live Tissue Training for the 1st Marine Division, 1 Marine Logistics Group (MLG) and the Marine Expeditionary Force (MEF) Headquarters Group, Marine Corps Base, Camp Pendleton, CA. The period of performance will be from 12 months from date of award with four option years.

2. In accordance with FAR 52.212-1(f), quotes are due at 4:30 p.m. local time for the receiving office (Pacific Time). Electronic submission of quotes is encouraged. In accordance with FAR 4.302(b), if electronic submission is not used, quoters 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).

3. Questions Regarding the Solicitation: Questions must be submitted in writing no later than April 22, 2015 at 10:00 a.m. (Pacific Time) to amanda.lane@usmc.mil. The deadline is necessary to ensure timely award and the Government may, in its sole discretion, choose not to respond to questions received after the deadline. All questions will be reviewed and responded to by an amendment to the solicitation.

Quotes may be submitted as follows:

ELECTRONIC MAIL (EMAIL):

Amanda.lane@usmc.mil

FED EX or UPS:

USMC Regional Contracting Office

Attn: Amanda Lane

P.O. Box 1609

Oceanside, CA 92051-1609

HAND DELIVERY:

USMC Regional Contracting Office

Attn: Amanda Lane

Bldg. 22180

Camp Pendleton, CA 92055

FAXED QUOTES WILL NOT BE ACCEPTED

For Quotes delivered by hand, quoters are advised that entry to the installation is restricted, and quoters 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 quotes are submitted in different formats requiring different delivery methods, the quote of record shall be the last complete version received prior to the deadline.

For email quotes, the Government office designated for receipt of the quote 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 quotation 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. Email attachments are limited to no more than 2MB. Quoters 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 specialist on the first page to ensure proper receipt.

Attention is directed to FAR 52.212-1(f), concerning late submissions. Quoters are responsible for allowing adequate time for transmission to be completed. The quoter bears the risk of non-receipt of transmissions, and should ensure that all pages of the quote (and any authorized modifications) have been received by the designated office before the deadline indicated. Pages of a transmission that arrive after the deadline will not be considered.

The Government may make award based solely on the quote received.

4. Contract Authority: The Government will solicit and award this contract using Simplified Acquisition Procedures in accordance with FAR Part 12 Acquisition of Commercial Items and FAR 13.5 Test Program for Certain Commercial Items. As a result of this authority, certain requirements for soliciting, awarding and notifying quoters are streamlined. In accordance with FAR 12.102(c), when a policy in another part is inconsistent with FAR Part 12, Part 12 shall take precedence.

5. Format of Quotes: This section specifies the contents, format, and limitations that the quoters, shall use when submitting quotes. Quoter's quotes shall be in the form prescribed below and shall contain a response to each of the areas identified. Each of the parts must be separate

and complete so that the evaluation may be accomplished independently for each part. There is no page limitation. The Government does not require elaborate quotes.

SECTION I : SF-1449, Price Quote With Breakdown, Reps/Certs and Amendments:

1. The price quote shall be provided in the schedule of supplies/services contained in the solicitation and also should be detailed in separate documentation.
2. Standard form of contract 1449: Blocks 17a, 30b, and 30c of page 1 of Standard Form 1449 shall be completed by quoters and Block 30a shall be signed by an authorized agent to confirm that the quoter has read and agrees to comply with all the terms, conditions and instructions provided in the solicitation document. Signed copies of any amendments (SF-30) shall be signed. The 1449 and SF-30 shall be signed by an authorized agent to confirm that the quoter has read and agrees to comply with all the terms, conditions and instructions provided in the solicitation document. If the Contractor's Representations and Certifications are available in SAM, then provide evidence of this in the quote. The quote shall consist of the CAGE CODE, BUSINESS SIZE, NAICS and any additional information that is relevant.

SECTION II: Technical Capability

SECTION III: Past Performance

6: Evaluation: The Government will award a contract resulting from this solicitation to the responsible quoter whose quotation conforming to the solicitation, will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate quotations:

Factor I: Technical Capability: The technical quote shall demonstrate the ability that the quoter is fully capable of providing the services in the PWS. The quote shall contain the required certifications, qualifications, experience, and facilities to be used for these training requirements. The quote should clearly identify roles and responsibilities of team members and key individuals.

Factor II: Past Performance: The quoter must demonstrate ability to perform the work as described in the PWS. **Past Performance will be evaluated based on the Quoter's demonstrated record of relevant present or past performance to determine performance risk and the degree of confidence for successful performance under this planned contract.** Quoters shall provide information to assist the Government in evaluating past performance. The Government may contact some or all of the references provided and may collect information through telephone interviews, questionnaires, Government and commercial sources, the Contracting Officer and PPIRS. Quoters shall provide the Past Performance Questionnaire, **Attachment 1**, to at least three of the quoter's customers (Government agencies or private businesses) for recent and relevant contracts for the same or similar services. If the quoter does not have recent or relevant contracts, the questionnaire should be provided to three current customers, or to customers for whom it has provided services in the last three years. Customers must complete the questionnaire and submit it directly to the Contract Specialist prior to the due date of quotes. Quoters are advised that absence of Past Performance information will result in a rating of "neutral" for past performance. Quoters shall review the evaluation factors for this

solicitation to ascertain the importance of past performance information in the selection of a successful quote, and take whatever action the quoter deems appropriate to ensure the Government is provided with adequate past performance information.

In addition to information submitted by the quoter's customers, the Contracting Officer may consider knowledge of and previous experience with the service being acquired, customer surveys or any other readily available information. The Government may contact some or all of the references provided, as appropriate.

Factor III: Price: Quoter's price quote will be evaluated to determine price completeness and reasonableness.

The Government may award based solely on information contained in the quote and is not obligated to seek completion or clarification of any information.

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.204-7	System for Award Management	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	JUL 2013
52.209-7	Information Regarding Responsibility Matters	JUL 2013
52.212-1	Instructions to Offerors--Commercial Items	APR 2014
52.212-4	Contract Terms and Conditions--Commercial Items	DEC 2014
52.222-99 (Dev)	Establishing a Minimum Wage for Contractors (Deviation 2014-O0017)	JUN 2014
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	DEC 2012
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-18	Availability Of Funds	APR 1984
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
252.201-7000	Contracting Officer's Representative	DEC 1991
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
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7011	Alternative Line Item Structure	SEP 2011
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991

252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2014
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.247-7023	Transportation of Supplies by Sea	APR 2014

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (DEC 2014)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.

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

“Economically disadvantaged women-owned small business (EDWOSB) Concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except--

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology--

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--
 - (i) To restrict the free flow of unbiased information in Iran; or

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

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

"Women-owned small business concern" means a small business concern--

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

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)", means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted electronically on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____ .

[Offeror to identify the applicable paragraphs at (c) through (p) of this provision that the offeror has completed for the purposes of this solicitation only, if any.) These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it (____) is, (____) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it (____) is, (____) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it (____) is, (____) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it (____) is, (____) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note to paragraphs (c)(8) and (9): Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

(i) It [] is, [] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ____ .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It [] is, [] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ____ -.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern

participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ____ .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

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

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

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

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

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

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

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

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

(2) Foreign End Products:

Line Item No.	Country of Origin
____	____
____	____

—	—
---	---

(List as necessary)

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

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

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

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

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

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
 (2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian End Products:

Line Item No.
—
—
—

[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

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

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

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

Line Item No.	Country of Origin
---	---
---	---
---	---

[List as necessary]

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

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

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

Other End Products:

Line Item No.	Country of Origin
---	---
---	---
---	---

[List as necessary]

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

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

(1) The offeror and/or any of its principals (___) are, (___) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency,

(2) (___) Have, (___) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery,

falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

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

(4) (___) Have, (___) have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
—	—
—	—
—	—

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

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

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

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

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

(2) () Outside the United States.

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

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

(2) () Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

(___) TIN: -----.

(___) TIN has been applied for.

(___) TIN is not required because:

(___) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

(___) Offeror is an agency or instrumentality of a foreign government;

(___) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

(___) Sole proprietorship;

(___) Partnership;

(___) Corporate entity (not tax-exempt);

(___) Corporate entity (tax-exempt);

(___) Government entity (Federal, State, or local);

(___) Foreign government;

(___) International organization per 26 CFR 1.6049-4;

(___) Other -----.

(5) Common parent.

(___) Offeror is not owned or controlled by a common parent;

(___) Name and TIN of common parent:

Name - ___ .

TIN - ___ .

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

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

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

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

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it [___] has or [___] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity:

[] Yes or [] No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:

(Do not use a "doing business as" name)

(End of provision)

52.212-5 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.)

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

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

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

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

(5) [Reserved]

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

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

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

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

(10) [Reserved]

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

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

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

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

(13) [Reserved]

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

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

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

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

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

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

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

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

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

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

- (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages—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)).
- (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 3126).
- (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (July 2014) (38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (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.
- X (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).
- X (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)).
- X (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.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for

commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).
 - (ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
 - (iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
 - (v) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).
 - (vi) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
 - (vii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
 - (viii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
 - (ix) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
 - (x) 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)

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

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

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

The labor categories and wage rate(s) that are applicable to this requ is Occupational Title(s) and hourly rate:

Employee Class Monetary Wage-Fringe Benefits

12000-Health Occupations

12040 Emergency Medical Technician \$18.34

12073 Licensed Practical Nurse III \$24.01

12314 Registered Nurse III \$42.67

Wage Determination No. 2005-2057, Revision No. 22, dated 22 Dec 2014

Wage Determination Online website <http://www.wdol.gov/>.

(End of clause)

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

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

<https://www.acquisition.gov/far/index.html>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<https://www.acquisition.gov/far/index.html>

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

2-In-1

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

N/A

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

system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	M67443
Issue By DoDAAC	M00681
Admin DoDAAC	M00681
Inspect By DoDAAC	N/A
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	To be provided at time of award
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.

Names to be provided at time of award.

(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.

Names to be provided at time of award.

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

(End of clause)

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the _____ 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>.