

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 47		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER M00681-15-T-0109		6. SOLICITATION ISSUE DATE 08-Jun-2015	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ANTHONY NATALE			b. TELEPHONE NUMBER (No Collect Calls) 760-725-4423		8. OFFER DUE DATE/LOCAL TIME 09:00 AM 22 Jun 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 checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 7M NAICS: 811121			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		12. DISCOUNT TERMS
15. DELIVER TO CMSC PROPERTY ACCOUNTING WHSE SAMUEL SEAMAN BLDG 2237 MCB CAMP PENDLETON CA 92055 TEL: 760-725-3447 FAX:		CODE M93328	16. ADMINISTERED BY					CODE
17a. CONTRACTOR/OFFEROR    TEL.		CODE	18a. PAYMENT WILL BE MADE BY			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	
<b>SEE SCHEDULE</b>								
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" 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 checked="" 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 TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/>				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:					

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

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

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

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

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )	
		42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1000	VEHICLE/EQUIP PAINT & BODY REPAIR SERVIC FFP IAW PWS FOB: Destination		Job		
					<hr/>
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2000 OPTION	VEHICLE/EQUIP PAINT & BODY REPAIR SERVIC FFP IAW PWS FOB: Destination		Job		
					<hr/>
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3000			Job		
OPTION	VEHICLE/EQUIP PAINT & BODY REPAIR SERVIC				
	FFP				
	IAW PWS				
	FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4000			Job		
OPTION	VEHICLE/EQUIP PAINT & BODY REPAIR SERVIC				
	FFP				
	IAW PWS				
	FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5000			Job		
OPTION	VEHICLE/EQUIP PAINT & BODY REPAIR SERVIC				
	FFP				
	IAW PWS				
	FOB: Destination				

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NET AMT

PWS**NON-VEHICLE EQUIPMENT BODY & PAINT  
REPAIR & SERVICE****1 INTRODUCTION.**

This is a contract to provide body repair service, painting and/or refinishing of government owned non-tactical type equipment to include forklifts, construction equipment, and similar non-highway type equipment (paragraph 10 contains a sample list of equipment). The service provided will return damaged equipment to their original condition or to a condition designated by the government. The Southwest Region Fleet Transportation (SWRFT) organization is responsible for the operation, maintenance, and appearance of the government equipment assigned to the SWRFT inventory.

**2 BACKGROUND.**

The SWRFT is responsible for providing commercial type equipment to support the daily activities aboard the following Marine Corps installations: Marine Corps Air Station Miramar, Marine Corps Base Camp Pendleton, and Marine Corps Recruit Depot San Diego. During the course of operating the equipment on and around these installations, the Government equipment is occasionally damaged. The SWRFT shall ensure that the government equipment assigned to its inventory will be maintained in a safe operating condition, a reasonably good appearance, and may modify the equipment to enhance its capability to meet mission requirements. The SWRFT operates an organic repair capability; however, occasionally the required work exceeds the in-house capability. Therefore, a commercial vendor, or contractor, must be contacted to perform repair work and other services.

**3. SCOPE.**

The Contractor shall provide the SWRFT with the option to accomplish repair/refinish service such as, but not limited to, body repair work, frame straightening, mechanical repair, modification/fabrication, reupholster work, and painting/refinishing of government owned equipment. This equipment includes, but is not limited to, material handling equipment (MHE), off road construction equipment, and similar equipment (see paragraph 10). The Government will transport the equipment to/from the contractor's location within 50 miles of the respective Marine Corps installations: (Marine Corps Base Camp Pendleton, CA; Marine Corps Air Station, Miramar, CA; Marine Corps Recruit Depot, San Diego, CA). The Government may request that the contractor transport the equipment in certain situations.

**4. APPLICABLE DIRECTIVES.**

The following work standards publications are a reference for specification; compliance with applicable provisions contained therein is mandatory. The Contractor shall be responsible for complying with the newest version in effect at the time of award and all updates issued during the life of the contract. It is the contractor's responsibility to procure and use the most current publications.

**a. CODE OF FEDERAL REGULATIONS**

Part 29 Labor and Part 49 Transportation

**b. INDUSTRY STANDARDS**

Published industry standards for collision repair.

(i.e. Mitchell, Motors, Chilton, All Data, or other industry accepted standard may be used to formulate estimates. Note that the Government uses Mitchell)

**5. PERFORMANCE REQUIREMENTS**

a. The contractor shall provide all management, supervision, tools, facilities, materials, equipment, and labor to perform requested body repair, frame straightening, interior/exterior painting, detailing work, and other related functions. Transportation of equipment from/to the Government installations and the contractor's facilities may be requested by the Government. Refer to paragraph 3 above. The Government may request a piece of equipment be transported from a location other than the Government facility

b. The contractor shall provide a detailed written estimate of all labor, materials, and other costs required to perform the work that is requested. The estimate may include photos to assist in identifying the extent of damage. The written estimate will be provided to the Government’s designated individual within two work days following the contractor’s inspection of the equipment. Email is the preferred means of providing estimates, photos, and other related information. The contractor’s estimate will be compared to the Government’s estimate for total scope of work and costs. The Government’s designated individual will make a determination to refer the work to the contractor or perform the work in-house.

6. OTHER REQUIREMENTS AND CONSTRAINTS

a. Materials, Parts, & Labor:

(1) The contractor’s cost of equipment replacement parts is considered the contracted price and will be invoiced appropriately. The contractor may apply a service fee to acquire required parts. This service fee will be identified as a percentage of the parts costs. All parts costs and service fees shall be appropriately identified on the billing invoice with supporting documents for parts costs attached.

(2) Materials required to perform work that are not equipment replacement parts shall be considered the contractor’s overhead expenses and will be captured in the quoted shop labor rate, and not as a separate billable item.

(3) Standard Labor Hours required to perform work shall be extracted from the Industry Standards as identified in paragraph 4 above. The vendor will identify which reference is used.

(4) For work that does not have Standard Labor Hours identified in the Industry Standards, the estimated labor hours shall be based on the experience and judgment of the contractor, however, the Government’s designated individual must agree that the estimated labor hours is fair and reasonable for the identified work before work begins.

b. Time Allowances:

(1) The contractor shall implement all necessary work control procedures and work prioritization to ensure timely accomplishment of required work and job completion. Verbal status reports shall be provided when requested by a Government’s designated individual representative.

(2) Each contractor work order shall contain no more than one piece of equipment. Work completion date shall be based on the dollar value of each work order. The following chart illustrates the price range of work orders and the number of workdays allowed for completion. Delivery dates that cannot be met due to conditions beyond the contractor’s control or non-availability of parts shall have the dates adjusted accordingly by agreement between the contractor and the Government’s designated individual. All such conditions must be reported to the Government’s designated individual on the date the condition or non-availability of parts becomes known. The completion time for work orders over \$5,000 shall be computed using the same \$500 scale as the rest of the chart.

<u>Work Order Price Range</u>	<u>Work Days Allowed</u>	<u>Work Order Price Range</u>	<u>Work Days Allowed</u>
Up to \$500	3	\$2,501 to \$3,000	8
\$501 to \$1,000	4	\$3,001 to \$3,500	9
\$1,001 to \$1,500	5	\$3,501 to \$4,000	10
\$1,501 to \$2,000	6	\$4,001 to \$4,500	11
\$2,001 to \$2,500	7	\$4,501 to \$5,000	12

(3) On occasion the Government’s designated individual will have a priority piece of equipment (i.e. emergency response or regulatory compliance). This type work may require a higher urgency and would take precedence over other work. The Government’s designated individual will specifically identify these higher priority jobs in writing. Adjusting delivery dates of other work order affected by this reprioritization of work will be by mutual written agreement between the contractor and the Government.

c. Equipment Pickup and Delivery

(1) The Government will deliver and pickup at the contractor’s facility the equipment requiring service.

(2) The Government's designated individual may request the contractor to pickup and deliver equipment during unusual circumstances such as when the Government personnel and/or equipment are required for a priority National Security mission. The Government's designated individual must request this service in writing. The contractor will add the cost of the transport to the cost of repairs, however, the cost shall be mutually agreed upon, in writing, prior to performing the transport. If a subcontractor is used for the transport, the Government will only pay the cost billed by the subcontractor with no markup or service charge by the contractor. A copy of the subcontractor's transport invoice shall be provided with the contractor's equipment repair invoice.

(3) If the contractor/subcontractor transports a piece of equipment, that has been repaired, to a Government location and the work performed by the contractor is refused due to poor workmanship or an incomplete job, the equipment will be returned to the contractor's facility to complete/fix the work and there will be no charge to the Government for the additional transport.

#### d. Work Orders

(1) The Government's Contracting Officer's Representative, or his designated individuals (paragraph 9 contains a list of designated personnel), will issue a written Work Order for work authorized to be performed by the contractor. There will be a Work Order issued for each piece of equipment authorized for repair. A copy of the contractor's written cost estimate will accompany the Work Order. The Work Order will consist of:

- Description of the equipment to be repaired, including serial number and registration number.
- Location of equipment and if contractor transport is required.
- Scope of work to be accomplished.
- Estimated number labor hours.
- Estimated total labor cost.
- Estimated total material cost.
- Date for completion of repairs.

(2) Changes to the scope of work or parts requirement, resulting from hidden damage or other unforeseen circumstances, require an additional estimate identifying the additional work and associated costs. Authority to proceed will be by a written modification to the Work Order.

#### e. Inspection

(1) Each phase of the work being performed by the contractor is subject to Government inspection to include after completion of all tasks. Unsatisfactory work identified during these inspections shall be corrected at no additional cost to the Government. Contractor facilities shall be open to Government representatives for inspection of work in progress at any time practical. If the contractor is required to perform warranty work, re-work, or complete an unfinished job and the equipment requires transport, the contractor assumes transport responsibility with no additional cost to the Government.

(2) Some equipment damage and damage repair will affect the mechanical operation and alignment of components such as doors, windows, hoods, lids, hinges and similar operations. Body repairs include straightening and aligning those components to ensure proper operation and alignment. Any misalignment, distortion, binding, sticking, difficulty in operation, or similar malfunction will be cause for rejection. The contractor shall correct the problem at no additional cost to the Government.

#### f. Progress Reporting and Cost Tracking

(1) The Contractor will provide work progress information and cost data to keep the Government's designated individual abreast of each job status and the actual cost upon job completion.

(2) The Contractor will provide the following information for each job referred them as the jobs are completed:

- (a) Start/Finish date.

- (b) Equipment registration number.
- (c) Actual cost upon completion.
- (d) Contractor Work Order number.
- (e) Body labor cost.
- (f) Body labor balance of available DO funds.
- (g) Paint labor cost.
- (h) Paint labor balance of available DO funds.
- (i) Parts/Materials cost.
- (j) Parts/Materials balance of available DO funds.
- (k) Sublet/Miscellaneous costs.
- (l) Sublet/Miscellaneous balance of available DO funds.

#### f. Warranties

(1) In addition to any other warranties provided in this contract, the contractor shall warrant workmanship and material on those components repaired or replaced for 90 days from the day the equipment is returned and accepted by the Government's designated individual. Parts or materials that have individual warranties, beyond the 90-day period, shall be repaired or replaced by the contractor if that item fails within the individual warranty period.

(2) The contractor shall warrant paint work for a period of two (2) years against fading, cracking, and peeling. Warranty repairs shall be accomplished within the same time constraints as specified in paragraph 6.b above.

#### g. Definitions

(1) Repair - All work functions performed on Government owned equipment to correct physical damage to the degree necessary to restore the equipment to a safe and serviceable condition equal to or better than the original manufacturer's design specifications. The term "repair" includes the function of inspection, adjustments, rebuilding, fabricating, modifying, painting, refinishing, and parts and material replacements.

(2) Parts - A constituent piece included at the time of manufacture or set in place as a replacement for the original piece or as an additional piece.

(3) Materials - Anything that serves as crude or original matter to be used or developed to aid in the repairing of equipment (i.e. body fillers, sandpaper, rags, thinners, paper, tape, metal/wood primers, adhesives, cleaners, etc.).

#### (4) Government Motor Pools:

- Building 22151, MCB Camp Pendleton, CA
- Building 6317, MCAS Miramar, CA
- Building 231, MCRD San Diego, CA

#### h. Deliveries or Performance

(1) Contractor Notice Regarding Late Work Completion: In the event that contractor for any reason anticipates or encounters difficulty in complying with the contract work schedule or completion date, or in meeting any of the other requirements of the contract; the contractor shall immediately notify, in writing, the Contracting Officer Representative giving pertinent details. However, this written notice shall be informational only and receipt by the COR shall not be construed as a waiver by the Government of any work completion schedule/date or for the compliance with any other contract requirement by the contractor, nor any other rights or remedies provided to the Government by law under this contract. A modified delivery date shall be by mutual agreement of both parties.

(2) Work completion/delivery dates will be specified on individual Work Orders. In most circumstances, the Government will only be able to provide 5 days prior notice for repair of equipment. If conditions permit, longer notice will be given.

## 7. STANDARDS

### a. Repair Standards.

(1) Body and Fender Repair Standards: The intent of body and fender repair requirements in this contract is to have damaged or worn Government equipment restored to manufacturer's original design and performance standards. Each Work Order will define the general scope of body and fender repairs required as identified by the

contractor's approved work/cost estimate. The contractor will be paid for body and fender repair at the labor rate established within the contract. Upon completion of the repair work, the equipment shall be washed and cleaned inside and outside to remove any dust, dirt, overspray, and debris.

(2) Replacement hardware materials include, but are not limited to, fenders, doors, bumpers, windows, grills, trim items, etc. These items shall be billed to the Government as described in the section titled Material, Parts, and Labor (para. 6.a). All replacement components shall be original equipment manufacturer parts or parts specifically authorized by the Government's designated individual.

(3) The cost of consumable materials utilized in any phase of body and fender repairs shall be included in the contractor's labor rate. Consumables materials include, but are not limited to, sandpaper, body fillers, welding supplies, masking tape, primer paint, paint thinners etc.

(4) Metalwork: All components that cannot be reworked shall be replaced with original manufacturer's parts or parts specifically authorized by the Government's designated individual. Reworked metal panels and surfaces shall be finished with a minimum of body fillers. Any damaged wood framing associated with metal work shall be replaced.

(5) Welding: The mechanical properties of all welds shall join the components and transmit stress without failure, distortion, or permanent deforming of the metal pieces involved. The welding electrodes and flux shall be compatible with the type of welding being performed.

(6) Painting: All damaged areas of a piece of equipment that have been repaired (reworked, straightened, or otherwise) or had replacement components installed shall be properly prepared, primed, and painted. Proper preparation includes, but is not limited to, sanding, application of body fillers, cleaning, masking, and primer coating. Application of the finish paint and color/clear coat shall match the color of the adjacent equipment panels. When only a portion of a panel or section is repaired, it may be necessary to paint an entire panel or section to ensure an even appearance. All paints and finishes shall conform to the original manufacturer's specifications and color. When equipment repairs affect the interior of a vehicle, those areas shall also be refinished/painted. "Oven Baking" may be required and will be specifically stated in the Work Order. Any contractor painted surface which has "orange peel", runs, sags, flaking, scaling, contamination from dust/dirt, or any other surface condition that adversely affects appearance will be rejected and shall be refinished at no additional expense to the Government, and to a completion schedule agreed upon by the Government COR.

b. Frame Straightening Standards:

(1) It is the intent of the frame straightening requirement of this contract to have damaged Government equipment restored to the manufacturer's original design specifications and performance standards.

(2) The contractor shall provide frame-straightening service for all equipment listed. Frame straightening includes suspension repair and wheel alignment. Some equipment may require the alignment of all four wheels.

(3) Replacement hardware materials include, but are not limited to, frame and chassis members, shock absorbers, struts, springs, upper and lower control arms, ball joints, all other suspension components, brake system components, wheels, wheel bearings, tires, drive shafts, and universal joints. These items shall be billed to the Government as described in the section titled Material, Parts, and Labor (para. 6.a). All replacement components shall be equal to or better than the original equipment manufacturer design and quality.

(4) The cost of consumable materials utilized in any phase of frame straightening repairs shall be included in the contractor's labor rate.

(5) The contractor shall straighten frames and chassis, repair/replace suspension, brake, and drive line components, and align all wheels. Any misalignment, excessive or unusual tire wear, difficult handling or tracking, vibration, binding, sticking, uneven or difficult braking, or any operational malfunction as a result of misalignment or poor workmanship will be cause for rejection. The contractor shall correct the problem at no additional expense to the Government, and to a completion schedule agreed upon by the Government COR.

c. Interior Painting Standards:

(1) Equipment interior painting is intended for the complete and partial painting of those surfaces inside an equipment cabin that was originally painted at the factory and the replacement of missing trim items and the like. Completed work shall be free of defect and replaced component shall present a new appearance. Upon completion of the interior painting, the equipment shall be washed and cleaned inside and outside to remove any dust, dirt, overspray, and debris.

(2) Replacement hardware materials (trim items and the like) shall be billed to the Government as described in the section titled Material, Parts, and Labor (para. 6.a). All replacement components shall be equal to or better than the original equipment manufacturer design and quality.

(3) The cost of all consumable materials utilized in any phase of interior painting shall be included in the contractor's labor rate established in the Contract. Consumable materials include, but are not limited to, sandpaper, body fillers, welding supplies, masking tape, primer coating, and paint thinners.

(4) All interior areas of equipment that requires painting shall be properly prepared, primer coated, and painted. Proper preparation includes, but is not limited to, sanding, cleaning, masking, and primer coating. Extra care shall be taken to prevent overspray on surfaces not being painted. Application of the finish paint (color coat) shall match existing paint color. All paints shall conform to original manufacturer's specifications and colors unless otherwise specified. Painted surfaces which have "orange peel", runs, sags, fading, scaling, contamination from dust/dirt, or any other surface condition that adversely affects appearance will be rejected and shall be refinished at no additional expense to the Government, and to a completion schedule agreed upon by the Government COR.

d. Exterior Painting Standards:

(1) Exterior painting is intended for the painting of equipment that does not require body and fender repair, does not require repair of significant damage, or for the painting of equipment after body repairs have been accomplished. Portions of a piece of equipment that have been repaired and only those portions require painting are covered by the paragraph titled Body and Fender Repair Standards (para. 7.a.(1)). The removal of minor "dings", replacement of side moldings, and similar minor repairs may be required. Each Work Order will define the scope of work required for that particular job. Completed work shall be free of defects, missing components, and shall present a "new" appearance. Upon completion of the exterior painting, the vehicle shall be washed and cleaned inside and outside to remove any dust, dirt, overspray, and debris resulting from contractor work.

(2) Replacement hardware materials (trim items and the like) shall be billed to the Government as described in the section titled Material, Parts, and Labor (para. 6.a). All replacement components shall be equal to, or better than, the original manufacturer's design and quality.

(3) The cost of all consumable materials utilized in any phase of exterior painting shall be included in the contractor's labor rate established in the Contract. Consumables materials include, but are not limited to, sandpaper, body fillers, welding supplies, masking tape, primer coating, and paint thinners.

(4) When equipment requires exterior painting, all surfaces shall be properly prepared, primer coated, and painted. Proper preparation includes but is not limited to application of body fillers, sanding, cleaning, masking, and primer coating. If the Government determines that a portion or the entire piece of equipment must be sanded to bare metal, as part of the preparation process, the Work Order will so stipulate. The finish paint (color coat) shall match the previous color, unless the Work Order indicates a change of the color is required. All paints shall conform to original manufacturer's specification. Painted surfaces with "orange peel", runs, sags, fading, scaling, contamination from dust/dirt, or any other surface condition that adversely affects appearance shall be rejected and shall be reworked at no additional expense to the Government, and to a completion schedule agreed upon by the Government COR.

## 8. OTHER EQUIPMENT BODY REPAIR/REFINISH WORK.

a. There may be an occasional requirement to have the contractor perform body repair/refinish work that is not specifically identified in this contract. In such instances, the required work must be fully detailed on the Work Order, the costs must be mutually agreed upon by the Government and the contractor, and the Contracting Officer will approve.

b. As the body repair/refinish industry advances in technology, materials, and practices, there may be industry improvements that will allow the contractor to provide a better value product but is not specifically covered in this contract. In such instances, the required technology/materials/practice must be fully detailed on the Work Order, the costs must be mutually agreed upon by the Government and the contractor, and the Contracting Officer will approve.

## 9. GOVERNMENT PERSONNEL DESIGNATED AT EACH INSTALLATION TO ACT ON MATTERS PERTAINING TO THIS CONTRACT WHEN NOTED IN THE CONTRACT.

- a. The Contracting Officer's Representative (COR).
- b. The SWRFT Fleet Manager at each installation.

c. The SWRFT Maintenance Manager at each installation.

10. Equipment Covered by this contract:

Equipment Description	GOV Equipment Code	Off-Road Equipment
ASPHALT EQUIPMENT, GRADER	G02JDE	X
BULLDOZER, 140 FLYWHEEL HP	G06BDE	X
BULLDOZER, 300 FLYWHEEL HP	G06DDE	X
COMPACTOR, LANDFILL	G10ADE	X
CRANE, SALVAGE RECOVERY	G13DDE	X
CRANE, TRUCK MOUNTED	G13LDE	X
EXCAVATOR, TRACKED	G17ADE	X
FORKLIFT, 4,000 LB	G19CDM	X
FORKLIFT, 6,000 LB	G19EDM	X
FORKLIFT, 10,000 LB	G19GDM	X
FORKLIFT, 25,000 LB	G19JDM	X
LOADER, SCOOP, MINI	G25ADE	X
LOADER, SCOOP, WHEELED	G25CDE	X
LOADER, BACKHOE	G25FDE	X
SCOOTER, 3-WHEEL	G27AEP	X
SCRAPER, SELF-PROPELLED	G39ADE	X
SWEEPER, WAREHOUSE	G46DPE	X
TRACTOR, AGRICULTURE	G48ADE	X
TRACTOR, WAREHOUSE	G48EDM	X
TRACTOR, INDUSTRIAL	G48GDE	X

**INSTRUCTIONS TO QUOTERES**

1. This provision applies to both quotations and proposals; if this is a request for quotations, where the term “proposal” is used, the term “quotation” is hereby substituted.

2. SUBMISSION OF QUOTES:

a. The closing date for receipt of quotations is **22 June 15 at 9:00 a.m. PST**. Electronic submission of proposals is encouraged. In accordance with FAR 4.302(b), if electronic submission is not used, offerors shall use at least 30 percent postconsumer fiber paper and print or copy double-sided (or include an explanation concerning why it is not possible to print or copy double-sided). Email quotations or files provided by disc or other Electronic medium should be limited to 2MB and no more than **10 pages**. The Quoter agrees to hold the quote firm for 90 calendar days from the date specified for receipt of quotes.

b. Proposals may be submitted as follows:

ELECTRONIC MAIL (EMAIL):

[anthony.natale2@usmc.mil](mailto:anthony.natale2@usmc.mil)

HAND DELIVERY:

Regional Contracting Office

MCIWEST-MCB Camp Pendleton

Attn: Anthony Natale  
Bldg. 22180  
Camp Pendleton, CA 92055

**FAXED QUOTES WILL NOT BE ACCEPTED**

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

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

For email proposals, the Government office designated for receipt of the proposal is the email inbox of the addressee indicated above. Notwithstanding the provisions at FAR 52.212-1(f) or FAR 52.215-1(c)(3), delivery is not accomplished until the addressee can open the email; delivery to a server or an email inbox on a server is not considered delivery to the designated Government office and the 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. Offerors are specifically warned that email may be subjected to spam filters or attachment stripping.

All transmissions must clearly state the solicitation number and the name of the contracting officer on the first page to ensure proper receipt.

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

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

3. **CONTRACT AUTHORITY:** The Government will solicit and award this contract using FAR Part 13.5, and FAR Part 12 - Acquisition of Commercial Items. In accordance with FAR 12.102(c), when a policy in another part is inconsistent with FAR Part 12, Part 12 shall take precedence.

4. **FAIR OPPORTUNITY:** This Request for Quotation will be submitted as unrestricted.

5. **FORMAT OF QUOTES.** This section specifies the content, format, and limitations quoters shall use when submitting quotes. The Government does not require elaborate quotes, or volumes in separate binders. No additional copies, other than the original, are required. Submissions are limited to 10 pages. The signed original SF1449, any amendments (SF-30), and representations and certifications are not included in the page count. Quoter shall submit separate Non-Price and Price Quotes. The Non-price quote shall not contain pricing information. The Non-Price quote includes the Quoter's Technical Understanding and Approach Experience and Past Performance. Each section (factor) shall be a separate submittal. The Non-Price and Price Quotes shall be submitted per the "submission instructions" previously mentioned.

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

a. The signed original SF1449, any amendments (SF-30), and representations and certifications shall be returned by the closing date. If the quoter fills out the representations and certifications using ORCA, the quoter shall make an annotation to that effect.

b. To expedite the review of quotations, quoters shall submit their quotes in sections based on the following format:

Volume 1: SF 1449: The signed original SF1449 and representations and certifications shall be returned by the closing date. If the quoter's representations and certifications are contained in ORCA, the offeror shall make a statement to that effect.

Volume 2: Price

Volume 3: Technical Quotations: Technical quotations should not contain price information. Technical quotations should provide information that assures the Government that the Quoter is able to provide the services required in the PWS.

Volume 4: Past Performance: This Volume should include any contractor past performance information deemed applicable.

6. EVALUATION: The Government will award a firm fixed-price contract to the Quoter whose quote is the most advantageous to the Government price and other factors considered. *The Government may award based solely on information contained in the quote and is not obligated to seek clarification of pricing information and/or other factors.*

Contract to Perform Fleet Repair Services, Emergency Roadside Services, and Towing at Marine Corps Base Camp Pendleton, CA; Marine Corps Air Station, Miramar, CA; Marine Corps Recruit Depot, San Diego, CA. The Contractor shall be required to perform emergency roadside service and/or towing services not to exceed a 150-mile radius from the above listed Marine Corps installations.

7. AWARD: The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforms to the solicitation and will be most advantageous to the Government. When determining best value trade-off, the Government will consider the following factors and information, which the contractor **shall submit** with its quote:

Factor 1: Technical Capability: this factor will be evaluated to determine the Offeror’s overall technical capability.

Factor 2: Experience – Provide recent and relevant experience to towing service, roadside assistance, emergency repair and fleet maintenance, and indicate the level of service experience pertaining to the scope (equipment and repairs), geographic range, and volume of work. Experience reflects whether similar work has been performed.

Factor 3: Past Performance:

- Past performance will be evaluated to determine offeror’s level of success in performing contracts of the same magnitude, scope, and complexity. The Contracting Officer will review PPIRS, CPARS and EPLS and evaluate the findings from these sites.
- Three (3) past performance contracts for federal, state, local government or private contracts of a similar size, scope and complexity must be provided by the offeror utilizing the Past Performance Form included in this Solicitation.

Factor 4: Price a. Hourly rate for Vehicle / Equipment Paint and Body

b. Percent markup for Replacement Parts

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
1000	Destination	Government	Destination	Government
2000	Destination	Government	Destination	Government
3000	Destination	Government	Destination	Government
4000	Destination	Government	Destination	Government
5000	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
1000	N/A	N/A	N/A	N/A
2000	POP 01-JUL-2018 TO 30-JUN-2019	N/A	CMSC PROPERTY ACCOUNTING WHSE SAMUEL SEAMAN BLDG 2237 MCB CAMP PENDLETON CA 92055 760-725-3447 FOB: Destination	M93328
3000	POP 01-JUL-2019 TO 30-JUN-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M93328
4000	POP 01-JUL-2017 TO 30-JUN-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M93328
5000	POP 01-JUL-2016 TO 30-JUN-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M93328

## CLAUSES INCORPORATED BY REFERENCE

52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.204-7	System for Award Management	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.204-13	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
52.217-4	Evaluation Of Options Exercised At The Time Of Contract Award	JUN 1988
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	DEC 2012
52.232-18	Availability Of Funds	APR 1984
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984

52.252-2	Clauses Incorporated By Reference	FEB 1998
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	DEC 2014
252.222-7007	Representation Regarding Combating Trafficking in Persons	JAN 2015
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
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

## CLAUSES INCORPORATED BY FULL TEXT

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

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

Postconsumer fiber means—

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

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

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

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

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

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

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Factor 1: Technical Capability: this factor will be evaluated to determine the Offeror's overall technical capability.

Factor 2: Experience – Provide recent and relevant experience to towing service, roadside assistance, emergency repair and fleet maintenance, and indicate the level of service experience pertaining to the scope (equipment and repairs), geographic range, and volume of work. Experience reflects whether similar work has been performed.

Factor 3: Past Performance:

- Past performance will be evaluated to determine offeror's level of success in performing contracts of the same magnitude, scope, and complexity. The Contracting Officer will review PPIRS, CPARS and EPLS and evaluate the findings from these sites.
- Three (3) past performance contracts for federal, state, local government or private contracts of a similar size, scope and complexity must be provided by the offeror utilizing the Past Performance Form included in this Solicitation.

Factor 4: Price a. Hourly rate for Vehicle / Equipment Paint and Body

b. Percent markup for Replacement Parts

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

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

(End of provision)

## 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2015)

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 product and service codes (PSCs) 1000-9999, except--

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

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

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

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

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--
  - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
  - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

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

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

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

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

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

"Women-owned 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
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(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
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---	---

[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](mailto: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 (MAR 2015)

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

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

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

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

\_\_\_ (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).
- X (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 3126).
- X (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- \_\_\_ (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- X (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).
- X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).
- X (31) 52.222-37, Employment Reports on Veterans (July 2014) (38 U.S.C. 4212).
- X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- X (34) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_\_ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

\_\_\_\_ (36) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014)+(E.O.s 13423 and 13514).

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

\_\_\_\_ (37)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

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

X (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_\_ (39)(i) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).

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

\_\_\_\_ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

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

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

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

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

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

\_\_\_\_ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_\_ (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_\_ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_\_ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

X (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_\_ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_\_ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_\_ (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_\_ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_\_ (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

\_\_\_\_ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_\_ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

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

X (1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).  
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(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) \_\_\_\_\_ (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

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

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

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

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

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

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

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

### 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **JUL 2015** through **JUNE 2020**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60

(End of clause)

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

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

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

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

(End of clause)

## 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

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

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

(End of provision)

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

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

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

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

(End of clause)

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

Funds are not presently available for performance under this contract beyond 2015. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment

may arise for performance under this contract beyond 2020, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

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

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

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

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

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

(End of provision)

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

(a) Line items are the basic structural elements in a solicitation or contract that provide for the organization of contract requirements to facilitate pricing, delivery, inspection, acceptance and payment. Line items are organized into contract line items, subline items, and exhibit line items. Separate line items should be established to account for separate pricing, identification (see section 211.274 of the Defense Federal Acquisition Regulation Supplement), deliveries, or funding. The Government recognizes that the line item structure in this solicitation may not conform to every offeror's practices. Failure to correct these issues can result in difficulties in accounting for deliveries and processing payments. Therefore, offerors are invited to propose an alternative line item structure for items on which bids, proposals, or quotes are requested in this solicitation to ensure that the resulting contract structure is economically and administratively advantageous to the Government and the Contractor.

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

Solicitation:

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

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

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

(End of provision)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (DEC 2014)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$30,000 with a firm, or a subsidiary of a firm, that is identified in the Exclusions section of the System for Award Management System (SAM Exclusions) as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a country that is a state sponsor of terrorism.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, in SAM Exclusions, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a country that is a state sponsor of terrorism. The notice must include the name of the proposed subcontractor and the compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in SAM Exclusions.

(End of clause)

252.215-7008 ONLY ONE OFFER (OCT 2013)

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

(1) Only one offer was received; and

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with 225.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:

(1) Profit rate or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable [U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification].

(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(d) If negotiations are conducted, the negotiated price should not exceed the offered price.

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

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

COMBO

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

(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	_____
Ship To Code	M93328
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	M93328
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(\*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”)

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

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

[SAMUEL.SEAMAN@USMC.MIL](mailto:SAMUEL.SEAMAN@USMC.MIL)  
[ANTHONY.NATALE@USMC.MIL](mailto:ANTHONY.NATALE@USMC.MIL)

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

LOIS.THOMPSON@USMC.MIL

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

(End of clause)

## **SECURITY REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

1. The Contractor will obtain a letter of support from the customer that their contract ultimately supports. The letter of support will identify the Company Name, Contract Number, period of performance of the Contract, location of performance, the Drivers license and expiration date of each of the Contractor's employees, and the point of contact information for the customer that signed the request. The Contractor's personnel will take the letter of support to request either a business pass or RapidGate access to Support Services Police Administrative Services Branch (Bldg. 1523) for processing.
2. Business Passes issued by Support Services Division's Police Admin Services Branch to vendors or contractors are effective from the date of issuance, for a period of 60 days or the end of the contract whichever date occurs first. Personnel denied a business pass might appeal in writing to the Commanding Officer, Marine Corps Base, Camp Pendleton (Attn: CMD Inspector). Denial or revocation of a business pass may be made if the applicant:
  - i. Is listed on the National Terrorist Watch List.
  - ii. Is not a U.S. Citizen and is illegally present in the U.S. or whose U.S. citizenship, immigration status, or Social Security Number (SSN) cannot be verified.
  - iii. Is subject to an outstanding criminal warrant.
  - iv. Whose business pass application contains false or fraudulent information.
  - v. Has obtained a felony conviction within the last 10 years.
  - vi. Has obtained a total of three criminal misdemeanor convictions within the last 10 years.
  - vii. Who is a registered sex offender regardless of the date of the criminal offense.
  - viii. Has obtained a criminal misdemeanor or felony conviction for the following types of criminal offenses:
    1. Offenses of a sexual nature;
    2. Offenses of violence;
    3. Offenses related to gang related activity, supremacist, or extremist behavior; i.e., hate crimes;
    4. Crimes resulting from the possession, use, manufacturer, introduction, or distribution of any illegal drug listed in the Comprehensive Drug Abuse Prevention & Control Act of 1970, Schedules I through IV;
  - ix. Offenses in which weapon instrumentality (e.g., firearm, knife, or other bladed instrument, club, brass knuckles) was used either as a means of violence, or threat of violence
  - x. Whose military active duty was terminated by the receipt of a dishonorable discharge or bad conduct discharge.
  - xi. Has been issued a debarment order and is currently banned from any military installation.
  - xii. Who has exhibited characteristics, traits, or other indications that cause concern for the safety or welfare of personnel and/or residents aboard the base; or that causes concern for the physical security of the base.
3. Camp Pendleton has implemented a Contractor-managed security service, RAPIDGate™. RAPIDGate is consistent with and complementary to Homeland Security Presidential Directive 12 (HSPD-12) and the Federal Information Processing Standard 201 (FIPS 201). Participation in RAPIDGate is optional, but contractor personnel who are not enrolled in RAPIDGate will be limited to gates which can safely accommodate traffic backups. Those gates are San Luis Rey, Las Pulgas, and San Onofre. All gates will be open to RAPIDGate registered Contractor personnel.

Under the RAPIDGate program, Contractor personnel are vetted through a series of national and local record checks to determine whether they meet Camp Pendleton's criteria for access. The determination of whether to authorize a pass (badge) is made by the Government. The badges have Radio Frequency Identification (RFID) capability, and will be scanned upon entry onto the installation. Contractor personnel departure from the installation will be recorded by passive RFID receivers. Contractor personnel who have been screened and are determined to be eligible for access will be required to self register at kiosks located at the Main Gate, San Onofre Gate, as well as two additional kiosks located in Bldg. 1523 (PMO). The cost of the RAPIDGate program is \$99.00 per year for the Contractor's firm, and \$129.00 per Contractor employee for a one-year pass. The fee for lost or stolen passes is \$30.00.

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

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

4. Application for Common Access Card (CAC): For personnel that require access to any government computers, the following procedures are required:
  - a. The Contractor will be required to provide proof that a National Agency Check (NAC) or National Agency Check with Inquiries (NACI) has been submitted to the Office of Personnel Management (OPM) for each employee that has a requirement for a CAC Card. During the period between the time that the request is submitted and the time that the investigation is returned, the Government may grant temporary access to the Contractor's employee. Whether to grant temporary access is within the sole discretion of the Government, and a decision not to grant access shall not be grounds for a request for an equitable adjustment or other contract modification, and shall not constitute an excuse for Contractor failure to perform. Such temporary access will not exceed 90 days.
  - b. Upon the return of the Investigation Schedule Notice and Certificate of Investigation from OPM, the Contractor shall provide a copy to the security manager that has overall responsibility for the customer supported by the Contractor's employees.
  - c. "Report of Agency Adjudication Action" (form 79A) is sent when there are potential actionable issue (s) at the minor, moderate, or substantial level which may be disqualifying under suitability/security considerations. If the contractor receives an Agency Adjudication Action from OPM, the security manager shall be consulted before such adjudicative action is determined and returned to OPM.
  - d. The Government will use the Adjudicative Guidelines (CNO Itr 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.

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

Workers Compensation:	Statutory Minimum
General Liability:	\$500,000 per occurrence
Automobile Liability:	\$200,000 per person
	\$500,000 per occurrence for bodily injury
	\$20,000 per occurrence for property damage

Title: NMCARS 5237.102-90

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

