



SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 42	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY ( <i>Print</i> )		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT ( <i>Location</i> )		
			42c. DATE REC'D ( <i>YY/MM/DD</i> )		42d. TOTAL CONTAINERS

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 3/2005) BACK  
Prescribed by GSA  
FAR (48 CFR) 53.212

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Phase 1 (NSA Building 11 Basement) FFP FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Phase 2 (NSA Building 11 First Floor) FFP FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Phase 3 (NSA Building 11 Second Floor) FFP FOB: Destination	1	Each		

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NET AMT

NSA BUILDING 11 RELOCATION

**GENERAL INFORMATION – This requirement is set-aside for Women-Owned Small Business (WOSB)**

**1. SCOPE OF WORK**

The Contractor shall provide and secure all labor, tools, mobilization, transportation, supervision, and equipment to accomplish all work as described herein and in contract drawings. The work includes but is not limited to the following:

**DESCRIPTION OF WORK:**

- × Provide labor, equipment, tool, and transportation support necessary to relocate approximately 350 to 400 of carton boxes sized 18x12x12 per floor, in addition to designated furniture and chairs located at NSA, Bethesda building 11. NSA, Bethesda building 11 has a total of three floors with a single elevator and stairs for move access. The relocation will be conducted in three distinct phases. The phasing of each move will be done by floor starting with the basement level. Once the occupants get relocated to another building within on NSA Bethesda.
- × Designated buildings where personnel, carton boxes, and furniture will be relocated are known at 17,147 and 239. Mapping of the move for each phase can be different. The contractor shall be given the plan for the move on each phase by the designated Government representative. The relative travel time between NSA building 11 and that of other buildings are within 2 to 10 minutes of walking time and less than 5 minutes of driving time. The relative distant between NSA building 11 to other buildings are less than ¼ of a mile.
- × The contractor shall work with the Contracting Officer representative on the timing of the move. Tentative schedule is provided below, but can vary depending when the renovation on each floor is completed. All boxes shall be packed, properly labeled, taped, lidded, sealed, and safeguarded prior to the actual move by all employees prior to the actual move. All boxes, tapes, labels, and markers shall be provided by the government.
- × Access to the WRNMMC, Bethesda must be properly coordinated with the latest security and anti-terrorism force protection (ATFP) guidelines and restrictions. The contractor shall coordinate any work or disruption due to the move with the designated Contracting Officer representative.
- × The proposal must include total firm fixed price for the entire move and option costs for each phase. Each occupant will be authorized up to (5) carton boxes or a maximum of 400 boxes. Boxes and packing material will be provided by the contractor and will need to be included in the proposal. Proposal will also include labor to move approximately 25 office style chairs, two executive wooden desks, thirty 4 and 5 drawer vertical filing

cabinets, eight two drawer filing cabinet, five small desk size paper shredders, two water coolers, two small safes, and five wardrobes as part of the total move for this contract.

Phase 1 (NSA 11 Basement) will include the relocation of:

Disability Attorneys/ Basement of building 11 rooms 34, 36 (2 Employees) will be relocated to building 17 Suite C

Room 34: 15 Boxes,

2 large 4-drawer lateral file cabinets, 1 shredder, 1 small fridge/freezer (3 ft tall), 1 office chair (personal)

Room 36: 20 Boxes, 2 large 4-drawer lateral file cabinets, 1 large 5-drawer lateral file cabinet, and 1 shredder

Safe Harbor/ Basement of building 11 room 10 (1 Employ) will relocated to building 17 Suite C

Room 31: 5 Boxes

NSAB Urinalysis/ Basement of building 11 room 22 (2 Employees) will be relocated to building 239

Room 10: 5 Boxes

Room 11: 5 Boxes

Phase 2 (NSA 11 First Floor) will include the relocation of: Special Forces Liaison/ 1<sup>st</sup> floor building 11 room 148 (2 Employees) will be relocated to building 17 Suite C

Room 25: 5 Boxes

Room 26: 5 Boxes

VA Benefits Administration/1<sup>st</sup> floor building 11 rooms 112, 114, 116, 120 and 124 (5 Employees) will be relocated to building 147

Room 103: 15 Boxes 2 Filing Cabinets.

Room 112: 15 Boxes 2 Filing Cabinets.

Room 113: 15 Boxes 2 Filing Cabinets.

Room 133: 15 Boxes 2 Filing Cabinets.

Room 16: 15 Boxes 2 Filing Cabinets.

VA Liaison Health Care/1<sup>st</sup> floor building 11 rooms 150, 154 (3 Employees) Only Need 15 Boxes.

VA Vocational Rehabilitation/1<sup>st</sup> floor building 11 rooms 142, 152, and 156 (2 Employees) will be relocated to building 239.

Room 129: 25 Boxes, 1 filing cabinet, 1 Book Case

Room 130: 10 Boxes,

Navy Marine Corps Relief Society/1<sup>st</sup> floor building 11 rooms 118, 122, 128, 132, 136, and 140 (15 Employees) to building 239.

Room 124: 50 packed boxes, shelves  
Room 125: 10 Boxes, Filing cabinet, Microwave, Desk  
Room 126: 10 Boxes, Filing Cabinet, Book Case, Safe, 2 Drw. File Cabinet.  
Reception: 10 Boxes, Small Fridge, Water cooler, 4- 2 Drw File Cabinet.

Phase 3 (NSA 11 Second Floor) will include the relocation of:  
Safe Harbor/2nd floor building 11 rooms 248, 258 (8 Employees) will be relocated to building 17 Suite C  
Room 27: 5 Boxes, Shedder, Small Fridge, and Microwave  
Room 28: 5 Boxes  
Room 29: 5 Boxes, Wardrobe  
Room 30: 5 Boxes  
Room 32: 5 Boxes, Wardrobe  
Room 33: 5 Boxes, Wardrobe  
Room 34: 5 Boxes, Wardrobe  
Room 35: 5 Boxes, Wardrobe

Physical Evaluation Board/2nd floor building 11 rooms 226 and 230 (2 Employees) will be relocated to building 147  
Room 102: 30 Boxes 5 Filing cabinets  
Room 15: 20 Boxes 3 Filing cabinets

## **2. LOCATION:**

The work shall be located at Naval Support Activity Bethesda, 8901 Wisconsin Avenue, Bethesda, MD 20889, Building 11. Designated swing-space in Naval Support Activity Bethesda buildings 17, 147, and 239 will be used. The distant of travel from building 11 to other designated buildings are less than ¼ miles. Walking distant from building 11 to other designated buildings can vary from 2 to 10 minutes. Driving between 11 to other designated buildings can vary from up to 5 minutes. The Naval Support Activity Bethesda map is attached as part of the scope of work.

## **3. EXAMINATION OF PREMISES:**

Prospective Offers' are expected to satisfy themselves as to the general and local conditions that may affect the cost of the performance of work to the extent that such information is reasonably obtainable. Site visits are encouraged and recommended.

## **4. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK:**

Contractor will be required to commence work under this contract within 7 calendar days after the date of contract award, to prosecute the work diligently and to complete entire work ready for use within 1 month from date of contract. This time includes 7 calendar days for receipt, review and approval of administrative submittals. The time stated for completion shall include a final clean up of the premises.

**5. INVOICES:**

Contractor shall submit invoices upon completion and acceptance of work performed. Contractor may request partial payment under this contract.

**6. MATERIALS AND EQUIPMENT TO BE SALVAGED/DISPOSED:**

Except where specified otherwise herein, all existing materials and equipment are required to be demolished and disposed, or disconnected and abandoned. All debris resulting from the demolition work shall become the property of the contractor and shall be removed from the Government property.

**7. METHODS AND SCHEDULES OF PROCEDURES:**

The work shall be executed in a manner and at such times that will cause the least practicable disturbance to the base and the normal activities of the station and area. Before starting any work, the sequence of operations and methods and schedule of construction work shall be approved by the Contracting Officer. All work shall be completed including final clean-up not later than date approved by the Contracting Officer.

**8. EXISTING CONDITIONS AND EXTRA OBLIGATIONS OF THE CONTRACTOR:**

The Contractor will be working in and around existing occupied Facility. The Contractor, subcontractor and their employees are required to present proper identification to gain access into the Facility in accordance with the current regulations. The Contractor, subcontractors and their employees will not be allowed outside the work area without prior approval of the Contracting Officer. Care shall be taken to prevent damage to the Facility features and equipment and to protect those features not involved in this contract. The Contractor shall use staging area as approved by the Contracting Officer. Damage to or disfigurement of any component as a result of the execution of this contract shall be rectified by the Contractor to the satisfaction of the Contracting Officer and at no additional cost to the Government. The Contractor shall verify all existing conditions with respect to this document for environmental, structural, architectural, electrical and mechanical demolition work. Contractor shall notify Contracting Officer immediately of any discrepancies. Any coordination required for the timing/phasing of work under this contract shall be brought to the attention of the Contracting Officer prior to commencement of work.

**9. SAFETY AND ENVIRONMENTAL REQUIREMENTS:**

The Contractor shall comply with all Federal, State and Local fire, safety and environmental regulations which include but is not limited, to the latest national Fire Protection Association handbook, Occupational Safety and Health Administration standards and Environmental Protection Agency regulations.

The Contractor shall not begin work until the required permits are obtained from all regulatory officials. The Contractor is responsible for paying for and obtaining the permit and meeting all necessary requirements.

The Government will accept no responsibility (neither legal nor financial) for any work or actions done by the Contractor prior to approval by the reviewing regulatory agencies. Contractor is responsible for coordinating this effort with the Contracting Officer.

**10. IDENTIFICATION:**

The contractor shall provide to the Contracting Officer a complete list of Contractor and Subcontractor personnel who will be working on site at the NAVFAC not later than (1) week prior to the starting date of any contract. This list shall include the name, address; date and place of birth, and social security number of these individuals and shall be on the Contractor's letterhead. The Contracting Officer will provide this list to the Security Officer who will issue identification badges to all designated Contractor and Subcontractor personnel. All Contractor and Subcontractor personnel shall be required to possess and wear Security Identification badges at all times when in the facility. In addition, Contractor and subcontractor personnel shall display valid picture identification, such as current state driver's license in order to gain entry into facility.

**11. NORMAL WORKING HOURS:**

The Contractors normal working hours are between 0700 and 1700 hours, Monday through Friday except holidays.

**12. ACCESS TO WORK SITE AFTER NORMAL WORK HOURS:**

The Contractor shall not enter the work area after normal scheduled work hours. In the event of unusual circumstances that may require access to the work site after normal hours requires the approval of the Contracting Officer. Make application 15 calendar days prior to such work to allow arrangements to be made by the Government, citing specific dates, hours, location, type of work to be performed, contract number and project description.

**13. DISPOSAL OF RUBBISH, CONSTRUCTION DEBRIS AND GARBAGE:**

All demolished materials and equipment shall be removed from the Government property and disposed to an approved landfill.

**14. GOVERNMENT REPRESENTATIVES:**

The work will be under the general direction of an officer of the United States Navy, or another officer or representative of the Government, designated, as appropriate, in either

block 4 of Standard Form 252, block 24 of Standard Form 33, or block 6 or 7 of DD 1155. Except in connection with the Disputes Clause of this contract, this designated person has complete charge of and exercises full supervision over the work so far as it affects the interests of the Government.

a. For the purpose of the Disputes Clause, the "Contracting Officer" is the Commander, Naval Facilities Engineering command, or his representatives warranted for this purpose. Any claim submitted under the Disputes Clause shall be submitted to the Contracting Officer in care of the person designated, as appropriate, in either block 4 of Standard Form 252, block 24 of Standard Form 33, or block 6 or 7 of DD 1155 as the representative of the Contracting Officer.

b. The provisions of this paragraph or provisions elsewhere in this contract regarding supervision, approval, or direction by the Contracting Officer or the designated person shall not relieve the Contractor of responsibility for accomplishing the work, with regard to sufficiency or time of performance, except as otherwise provided.

#### END SCOPE OF WORK

#### INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government

#### DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 20-JUL-2015 TO 24-JUL-2015	N/A	N/A FOB: Destination	
0002	POP 20-JUL-2015 TO 24-JUL-2015	N/A	N/A FOB: Destination	
0003	POP 20-JUL-2015 TO 24-JUL-2015	N/A	N/A FOB: Destination	

CLAUSES INCORPORATED BY REFERENCE

52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	DEC 2014
52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2015
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items	MAY 2015
52.213-4	Terms and Conditions--Simplified Acquisitions (Other Than Commercial Items)	MAY 2015
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 2014
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.222-50	Combating Trafficking in Persons	MAR 2015

CLAUSES INCORPORATED BY FULL TEXT

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(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:

**Submission Factors**

**Price Factor**

Provide a total price for Line Item Numbers 0001 through 0003. The offeror's quote shall include a summary pricing schedule by contract line item number (CLIN) and in total.

CLIN	Description	Total Price
0001	Phase 1	
0002	Phase 2	
0003	Phase 3	
Total Price		

**Past Performance Factor**

Not more than three recent, relevant projects. Recent is defined as projects completed within the last five years from the date of the request for proposal posting. Relevant is defined as similar in service/support, complexity, dollar value, and environment as described in the performance work statement.

For each project the offeror includes in its proposal, provide the COMPLETED CPARS EVALUATION if one IS AVAILABLE. If a CPARS is not available for the project/contract, submit a completed Past Performance Questionnaire (PPQ) using the form included in the solicitation. The form is to be submitted to the offeror's (or its team member's) client for form completion. AN OFFEROR SHALL NOT SUBMIT A PPQ WHEN A COMPELTED CPARS IS AVAILABLE.

If the PPQ is used ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQ included in the solicitation should be submitted with your quote. If the offeror is unable to obtain a

compelled PPQ from a client for a project(s) before proposal closing date, the offeror should complete and submit with the proposal the first page of the PPQ (Attachment 1 of the solicitation), which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Rovella Beasley, via email at [Rovella.M.Beasley@navy.mil](mailto:Rovella.M.Beasley@navy.mil) prior to proposal closing date. Failure to submit the required materials in accordance with these instructions will not be mitigated by the fact that the agency possesses information submitted in response to other RFP's. Offerors shall not request the agency to consider PPQ's or other material submitted to the agency on other procurements.

Offerors may submit performance assessment recognition documents received within (3) years of the posting of this RFP. Such documents may include awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition.

#### **Basis for Award**

This acquisition will utilize Lowest Price Technically Acceptable (LPTA) source selection procedures in accordance with FAR 15.101-2, as supplemented. This is a competitive LPTA best value source selection in which technical acceptability is considered the most important factor. By submission of its offer, the Offeror accepts all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements. All acceptable offerors, with satisfactory past performance, shall be treated equally except for their prices. Failure to meet a requirement may result in an offer being determined technically unacceptable. Offerors must clearly identify any exception to the solicitation and conditions and provide complete accompanying rationale. The Government intends to select ONE contractor for award of this effort. For the purpose of award, the government shall evaluate offers based on the evaluation factors described below:

#### **PRICE FACTOR**

PAST PERFORMANCE FACTOR (Acceptable/Unacceptable)

#### **Evaluation Factors**

##### **Price Factor**

The price proposal will be evaluated to determine the reasonableness, realism, and completeness of the offeror's proposal. One or more of the following techniques will be used to ensure a fair and reasonable price:

1. Comparison of proposed prices received in response to the solicitation.
2. Comparison of proposed prices with the Independent Government Estimate.
3. Comparison of proposed prices with available historical information.
4. Comparison of proposed prices with resources provided.

A price that is found either unreasonably high or unrealistically low in relation to the proposed work may be indicative of an inherent lack of understanding of the solicitation requirement and may result in the overall proposal being considered unacceptable.

##### **Past Performance Factor**

The Offeror will be evaluated on the degree to which past performance evaluations and all other past performance information considered by the Government (e.g., Past Performance Information Retrieval System (PPIRS), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), performance recognition documents, and information obtained for any other source) reflect a trend of satisfactory performance considering:

- A pattern of successful completion of tasks;
- A pattern of deliverables that are timely and of good quality;

- A pattern of cooperativeness and teamwork with the Government at all levels (task managers, contracting officers, auditors, etc.);
- Tasks that are identical to, similar to, or related to the task at hand; and
- A respect for stewardship of Government fund

Past performance will be rated on an "acceptable" or "unacceptable" basis using the ratings in the following:

**Past Performance Evaluation Ratings Rating Description**

**Acceptable (A)**

Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown. (See note below.)

**Unacceptable (U)**

Based on the offeror's performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

Note: In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR15.305 (a) (2)(iv)). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability "unknown" shall be considered "acceptable."

**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
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---	---

[List as necessary]

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

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

Canadian End Products:

Line Item No.
—
—
—

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

—	—
---	---

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated

country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting

Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

(2) ( \_\_\_ ) Have, ( \_\_\_ ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

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

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

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

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

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

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax

liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

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

(1) *Listed end products.*

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

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

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

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

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

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

(2) (  ) Outside the United States.

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

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

(2) (  ) Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

( \_\_\_ ) TIN: -----.

( \_\_\_ ) TIN has been applied for.

( \_\_\_ ) TIN is not required because:

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

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

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

(4) Type of organization.

- ( \_\_\_ ) Sole proprietorship;
- ( \_\_\_ ) Partnership;
- ( \_\_\_ ) Corporate entity (not tax-exempt);
- ( \_\_\_ ) Corporate entity (tax-exempt);
- ( \_\_\_ ) Government entity (Federal, State, or local);
- ( \_\_\_ ) Foreign government;
- ( \_\_\_ ) International organization per 26 CFR 1.6049-4;
- ( \_\_\_ ) Other -----.

(5) Common parent.

- ( \_\_\_ ) Offeror is not owned or controlled by a common parent;
- ( \_\_\_ ) Name and TIN of common parent:

Name - \_\_\_ .  
TIN - \_\_\_ .

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

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

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code:

\_\_\_\_\_

Immediate owner legal name:

\_\_\_\_\_

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

Is the immediate owner owned or controlled by another entity:

[  ] Yes or [  ] No.

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

Highest-level owner CAGE code:

\_\_\_\_\_

Highest-level owner legal name:

\_\_\_\_\_

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

(End of Provision)

## 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014)

## (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 concern eligible under the WOSB Program.

## 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 the size standard in paragraph (b) of this provision.

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.

## 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 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 the stock of which is owned by one or more women; and

(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) The North American Industry Classification System (NAICS) code for this acquisition is 484210.

(2) The small business size standard is \$27.5M.

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

(c) Representations. (1) The offeror represents as part of its offer that it [ \_\_\_ ] is, [ \_\_\_ ] is not a small business concern. (2) [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.

(3) [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 women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer 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)(4)(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.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that--

(i) It [ \_\_\_ ] is, [ \_\_\_ ] is not an EDWOSB 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)(5)(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.

(6) [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.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a service-disabled veteran-owned small business concern.

(8) [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)(8)(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) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns. (JULY 2013)

(a) Definitions. 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 (WOSB) concern eligible under the WOSB Program.

WOSB Program Repository means a secure, Web-based application that collects, stores, and disseminates documents to the contracting community and SBA, which verify the eligibility of a business concern for a contract to be awarded under the WOSB Program.

(b) Applicability. This clause applies only to--

(1) Contracts that have been set aside or reserved for EDWOSB concerns;

(2) Part or parts of a multiple-award contract that have been set aside for EDWOSB concerns; and

(3) Orders set aside for EDWOSB concerns under multiple-award contracts as described in [8.405-5](#) and [16.505\(b\)\(2\)\(i\)\(F\)](#).

(c) General.

(1) Offers are solicited only from EDWOSB concerns. Offers received from concerns that are not EDWOSB concerns will not be considered.

(2) Any award resulting from this solicitation will be made to an EDWOSB concern.

(3) The contracting officer will ensure that the apparent successful offeror has provided all required documents to the WOSB Program Repository. The contract will not be awarded until all required documents are received.

(d) Agreement. An EDWOSB concern agrees that in the performance of the contract for--

(1) Services (except construction), the concern will perform at least 50 percent of the cost of the contract incurred for personnel with its own employees;

(2) Supplies or products (other than procurement from a non-manufacturer in such supplies or products), the concern will perform at least 50 percent of the cost of manufacturing the supplies or products (not including the costs of materials);

(3) General construction, the concern will perform at least 15 percent of the cost of the contract with its own employees (not including the costs of materials); and

(4) Construction by special trade contractors, the concern will perform at least 25 percent of the cost of the contract with its own employees (not including the cost of materials).

(e) Joint Venture. A joint venture may be considered an EDWOSB concern if--

(1) It meets the applicable size standard corresponding to the NAICS code assigned to the contract, unless an exception to affiliation applies pursuant to 13 CFR 121.103(h)(3);

- (2) The EDWOSB participant of the joint venture is designated in the System for Award Management database and the System for Award Management as an EDWOSB concern;
- (3) The parties to the joint venture have entered into a written joint venture agreement that contains provisions--
  - (i) Setting forth the purpose of the joint venture;
  - (ii) Designating an EDWOSB concern as the managing venturer of the joint venture, and an employee of the managing venturer as the project manager responsible for the performance of the contract;
  - (iii) Stating that not less than 51 percent of the net profits earned by the joint venture will be distributed to the EDWOSB;
  - (iv) Specifying the responsibilities of the parties with regard to contract performance, sources of labor, and negotiation of the EDWOSB contract; and
  - (v) Requiring the final original records be retained by the managing venturer upon completion of the EDWOSB contract performed by the joint venture.
- (4) The joint venture performs the applicable percentage of work required in accordance with paragraph (d) above; and
- (5) The procuring activity executes the contract in the name of the EDWOSB or joint venture.
- (f) Nonmanufacturer. An EDWOSB concern that is a non-manufacturer, as defined in 13 CFR 121.406(b) or FAR 9.102(f), may submit an offer on an EDWOSB requirement with a NAICS code for supplies, if it meets the requirements under the non-manufacturer rule set forth in those regulations.

(End of clause)

52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. (DEC 2012)

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

Person--

- (1) Means--

- (i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

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)).

(b) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror—

(1) 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;

(2) 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. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and

provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) 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>).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

#### 252.204-0001 LINE ITEM SPECIFIC: SINGLE FUNDING. (SEP 2009)

The payment office shall make payment using the ACRN funding of the line item being billed.

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

“Navy Construction/Facilities Management Invoice”

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

N64929

(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	N68732
Issue By DoDAAC	N40080
Admin DoDAAC	N64929
Inspect By DoDAAC	N64929
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N64929
Accept at Other DoDAAC	N/A
LPO DoDAAC	N64929
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.

rovella.m.Beasley@navy.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.

elizabeth.wolff@navy.mil  
christopher.j.moore@navy.mil

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

(End of clause)

#### **5252.242-9300 Government representatives.**

##### **GOVERNMENT REPRESENTATIVES (OCT 1996)**

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

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

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

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

Deleted: ¶

RAPID GATE**RAPIDGate PROGRAM**

Due to safety and security requirements, access for contractors could be delayed if they are accessing the installation through the perimeter gates using a NSA Bethesda Access ID or Day Pass. Part of the increase in security will require additional vehicle screenings that may occur during each visit. Individuals who are working on or in the Water Reed National Military Medical Center, shall access onto the installation through the *RAPIDGate* Program.

## Access Privilege Management Summary

Category	<i>RAPIDGate</i> Participant	Day Pass
Inspection requirements	Random	Subject to 100%
Days credential is valid for perimeter access	1 year	1 day
Gate access	All Gates that size allows	Limited Access through the North Gate

1. Personnel who choose to participate in the *RAPIDGate* Program will have streamlined access onto the installation due to their privileges and being vetted. *RAPIDGate* participants will only be subject to random vehicle inspections and will be able to access the installation through all gates that size allows. Access will be allowed during the times needed to perform business on the installation.
2. Since April 4, 2011, NSA Bethesda Access ID is no longer issued for perimeter gate access usage. Only Day Passes are issued. All NSA Bethesda Access IDs that were issued prior to these changes will no longer be valid for perimeter access on October 1, 2011.
3. The *RAPIDGate* Program provides the accepted background checks and may be a time/cost savings benefit to companies desiring to conduct business on NSA Bethesda.

To enroll in *RAPIDGate*, please visit [www.rapidgate.com](http://www.rapidgate.com) (under vendors tab). Questions about the NSA Bethesda *RAPIDGate* Program should be addressed to [info@rapidgate.com](mailto:info@rapidgate.com) with the subject line RE: *RAPIDGate* Program.

ATTACHMENT A - PPQ

**ATTACHMENT A**

**PAST PERFORMANCE QUESTIONNAIRE COVER SHEET**

**OFFEROR'S CORPORATE EXPERIENCE INPUT FORM**

**NOTE TO OFFEROR:** *For each past performance questionnaire to be completed by a client and submitted to the Government as a reference, provide a copy of this cover sheet with your proposal identifying the client's point-of-contact information. Ensure correct phone numbers and email addresses are provided for the client point of contact.*

1. OFFEROR: \_\_\_\_\_
  
2. FIRM BEING EVALUATED: \_\_\_\_\_
  
3. CONTRACT NUMBER: \_\_\_\_\_
  
4. **PROJECT DESCRIPTION:** \_\_\_\_\_
  
5. CONTRACT/TASK ORDER TOTAL AMOUNT: \_\_\_\_\_
  - a. Original Awarded Firm Fixed-Price Yearly Amount: \_\_\_\_\_
  
6. PERFORMANCE PERIOD: \_\_\_\_\_
  
7. REFERENCE ORGANIZATION NAME: \_\_\_\_\_
  
8. EVALUATOR'S CONTACT INFO:
  - a. NAME & TITLE: \_\_\_\_\_
  
  - b. PHONE NUMBER: \_\_\_\_\_
  
  - c. FAX NUMBER: \_\_\_\_\_
  
  - d. EMAIL ADDRESS: \_\_\_\_\_

**PAST PERFORMANCE QUESTIONNAIRE***ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT**YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE*

**E (EXCELLENT)** – Performance meets contractual requirements and exceeds the Government's expectations. The contractual performance of the element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective. (HIGH CONFIDENCE)

**G (GOOD)** – Performance meets contractual requirements and exceeds some requirements to the Government's benefit. The contractual performance of the element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective. (SIGNIFICANT CONFIDENCE)

**S (SATISFACTORY)** – Performance meets contractual requirements. The contractual performance of the element contains some minor problems for which corrective action taken by the contractor appear or were satisfactory. (CONFIDENCE)

**M (MARGINAL)** – Performance does not meet some contractual requirements. The contractual performance of the element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented. (LITTLE CONFIDENCE)

**P (POOR)** – Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective. (NO CONFIDENCE)

**N (NEUTRAL)** – No relevant past performance record is identifiable upon which to base a meaningful performance risk prediction. A search was unable to identify any relevant past performance information for the contractor or their key personnel. (This is neither a negative or positive assessment.)

**PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS  
YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.**

1. Was this a competitive Contract?	YES	NO				
2. Role of contractor.	Prime	Sub				
3. Ability to meet quality standards specified for technical performance.	E	G	S	M	P	N
4. Compliance with contractual terms and conditions.	E	G	S	M	P	N
5. Quality/integrity of technical data/report preparation efforts.	E	G	S	M	P	N
6. Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements.	E	G	S	M	P	N
7. Effectiveness of overall contract management (including ability to effectively lead, manage and control the program).	E	G	S	M	P	N
8. Effectiveness of on-site management, including management of subcontractors?	E	G	S	M	P	N
9. Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports).	E	G	S	M	P	N
10. Responsiveness/Timeliness in responding to Requests for Proposal (RFP)	E	G	S	M	P	N
11. Timeliness/effectiveness of contract problem resolution without extensive customer guidance.	E	G	S	M	P	N
12. Ability to successfully respond to emergency and/or surge situations.	E	G	S	M	P	N
13. Effectiveness of on-site management and control multidiscipline construction categories, including subcontractors..	E	G	S	M	P	N
14. Effectiveness of material management.	E	G	S	M	P	N
15. Effectiveness of acquisition management.	E	G	S	M	P	N
16. Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client.	E	G	S	M	P	N
17. Contractor safety record.	E	G	S	M	P	N

18. Responsiveness regarding safety issues.	E G S M P N
19. If this is/was a Government contract, the Contractor's accuracy regarding monthly invoices with appropriate back-up documentation and monthly status reports/budget variance report, etc.	E G S M P N
20. Ability to hire/apply a qualified workforce to this effort.	E G S M P N
21. Ability to retain a qualified workforce on this effort	E G S M P N
22. If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? Indicate if show cause or cure notices were issued, or any default action in comment section below.	E G S M P N
23. Have there been any indications that the contractor has had any financial problem?	E G S M P N
24. In summary, provide an overall rating for the work performed by this contractor.	E G S M P N

COMMENTS: Objective Comments/ concerns relating to this Offeror.

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