

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER ACQR3859521		PAGE 1 OF 41				
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER N40085-14-R-2332		6. SOLICITATION ISSUE DATE 06-Oct-2014		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SHAWN DRAKE				b. TELEPHONE NUMBER (No Collect Calls) (860) 694-3938		8. OFFER DUE DATE/LOCAL TIME 02:00 PM 06 Nov 2014		
9. ISSUED BY NAVFAC MID ATLANTIC PWD NEW LONDON BOX 26, BLDG 135 NAVAL SUBMARINE BASE NEW LONDON GROTON CT 06349-5026 TEL: FAX:			CODE N40085		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 7 mil NAICS: 811310			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 type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		12. DISCOUNT TERMS
15. DELIVER TO SEE SCHEDULE			CODE		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			<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT		
SEE SCHEDULE										
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)				
<input 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>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/>					29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:					

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

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

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

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

33. SHIP NUMBER	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
------------------------	------------------------	-------------

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

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FFP Base Year FY15 FFP Provide materials and services to manage, operate, maintain, alter, and repair facilities and equipment for sustainment, restoration and modernization on Emergency Generators and associated Equipment at the Naval Submarine Base New London CT in accordance with the terms and conditions specified herein. Total of this item is equal to total cost of ELINS A001 through A005 of Bid Schedule. FOB: Destination PURCHASE REQUEST NUMBER: ACQR3859521				
NET AMT					<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	IDIQ Base Year FY15 FFP Provide unit pricing for indefinite delivery indefinite quantity (IDIQ) work for maintenance and repair of Emergency Generators and associated Equipment at the Naval Submarine Base New London CT in accordance with the terms and conditions specified herein. The Not-to-Exceed (NTE) ceiling of this CLIN is the sum of ELINS A700-A701 FOB: Destination PURCHASE REQUEST NUMBER: ACQR3859521				
NET AMT					<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	1st Option Period FY16 FFP rovide materials and services to manage, operate, maintain, alter, and repair facilities and equipment for sustainment, restoration and modernization on Emergency Generators and associated Equipment at the Naval Submarine Base New London CT in accordance with the terms and conditions specified herein. Total of this item is equal to total cost of ELINS B001 through A005 of Bid Schedule. FOB: Destination PURCHASE REQUEST NUMBER: ACQR3859521				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	IDIQ 1st Option FY16 FFP Provide unit pricing for indefinite delivery indefinite quantity (IDIQ) work for maintenance and repair of Emergency Generators and associated Equipment at the Naval Submarine Base New London CT in accordance with the terms and conditions specified herein. The Not-to-Exceed (NTE) ceiling of this CLIN is the sum of ELINS B700-B701 FOB: Destination PURCHASE REQUEST NUMBER: ACQR3859521				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	2nd Option Period FY17 FFP provide materials and services to manage, operate, maintain, alter, and repair facilities and equipment for sustainment, restoration and modernization on Emergency Generators and associated Equipment at the Naval Submarine Base New London CT in accordance with the terms and conditions specified herein. Total of this item is equal to total cost of ELINS C001 through A005 of Bid Schedule. FOB: Destination PURCHASE REQUEST NUMBER: ACQR3859521				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 OPTION	IDIQ 2nd Option FY17 FFP Provide unit pricing for indefinite delivery indefinite quantity (IDIQ) work for maintenance and repair of Emergency Generators and associated Equipment at the Naval Submarine Base New London CT in accordance with the terms and conditions specified herein. The Not-to-Exceed (NTE) ceiling of this CLIN is the sum of ELINS C700-C701 FOB: Destination PURCHASE REQUEST NUMBER: ACQR3859521				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 OPTION	FFP 3rd Option FY 18 FFP provide materials and services to manage, operate, maintain, alter, and repair facilities and equipment for sustainment, restoration and modernization on Emergency Generators and associated Equipment at the Naval Submarine Base New London CT in accordance with the terms and conditions specified herein. Total of this item is equal to total cost of ELINS D001 through D005 of Bid Schedule. FOB: Destination PURCHASE REQUEST NUMBER: ACQR3859521				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008 OPTION	IDIQ 3rd Option FY 18 FFP Provide unit pricing for indefinite delivery indefinite quantity (IDIQ) work for maintenance and repair of Emergency Generators and associated Equipment at the Naval Submarine Base New London CT in accordance with the terms and conditions specified herein. The Not-to-Exceed (NTE) ceiling of this CLIN is the sum of ELINS D700-D701 FOB: Destination PURCHASE REQUEST NUMBER: ACQR3859521				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009 OPTION	FFP 4th Option Period FY 19 FFP rovide materials and services to manage, operate, maintain, alter, and repair facilities and equipment for sustainment, restoration and modernization on Emergency Generators and associated Equipment at the Naval Submarine Base New London CT in accordance with the terms and conditions specified herein. Total of this item is equal to total cost of ELINS E001 through E005 of Bid Schedule. FOB: Destination PURCHASE REQUEST NUMBER: ACQR3859521				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010 OPTION	IDIQ 4th Option Period FY19 FFP Provide unit pricing for indefinite delivery indefinite quantity (IDIQ) work for maintenance and repair of Emergency Generators and associated Equipment at the Naval Submarine Base New London CT in accordance with the terms and conditions specified herein. The Not-to-Exceed (NTE) ceiling of this CLIN is the sum of ELINS E700-E701 FOB: Destination PURCHASE REQUEST NUMBER: ACQR3859521				
NET AMT					

SITE VISIT

SUBJECT: N40085-14-R-2332 SITE VISITS AND RELATED INFORMATION

1. 21 October 2014 Site visit.

- a. Departs From Building # 135 at 10:00 AM, at the Naval Submarine Base New London, Groton CT.
- b. Bidders will be required to email Chris Koproski at christopher.koproski@navy.mil and Ernie Eybel

ernest.eybel@navy.mil , the following information on company letterhead;

- i. Name of individual, last 4 of social security number and company work phone of each individual **NLT 11:00AM, 16 October 2014.**
 - c. Ensure each individual has picture identification and or a driver's license, and proof of automobile insurance if they are driving.
 - d. Report to Building # 500; Base Security with these items for a base pass. Base Security is the right just prior to the Main Entrance. (See Base Map in Solicitation)
 - e. If using a company car you will need to go through gate # 7 after you go to Base Security. Gate #7 is the first right on Chrystal Lake Road.
 - f. If using a POV go through the Main Gate. Building 135 is the only building on the left through the Main Gate. Parking is across the street on the right.
 - g. We will meet in Building 135, in the FEAD first floor conference room.
 - h. Cameras are not allowed.
 - i. Only US Citizens are allowed on the Base.
 - j. NO MORE than two people per company for the site visit.
2. During the course of the site visit, please write your questions and submit them in writing after the walk through or via email to ernest.eybel@navy.mil. No more questions will be taken after Monday **October 27th, 2014.**
 3. Questions will be answered via amendment to the solicitation and posted on the website, <https://www.fbo.gov/>.
 4. See Base Map Attached to Solicitation.

INSTRUCTIONS TO OFFERORS

Instructions to Offerors

Offerors will be evaluated using the commercial procedures as prescribed in FAR Part 12. The solicitation will utilize the following evaluation factors: Price, Technical Approach, Corporate Experience and Past Performance. The offeror's proposal shall contain a response to each of the evaluation factors and shall be in the form prescribed by the solicitation. The resulting contract will be awarded to the responsible offeror whose proposal, conforming to the Request for Proposal (RFP), will be most advantageous to the Government, price and other evaluation

factors considered.

The Government reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contract; to negotiate with offerors in the competitive range; and to award the contract to the offeror submitting the lowest price technically acceptable proposal.

The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. In addition, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

An overall technical rating must be at least “ACCEPTABLE” in order to be eligible for award. An “UNACCEPTABLE” rating in any factor results in the overall technical proposal being rated “UNACCEPTABLE” unless corrected through discussions.

The solicitation requires the evaluation of price and the following technical factors.

Factor 1 –Price

Factor 2 – Corporate Experience

Factor 3 – Past Performance

The distinction between corporate experience and past performance is corporate experience pertains to the types of work and volume of work completed by a contractor that are comparable to the types of work covered by this requirement, in terms of size, scope, and complexity. Past performance relates to how well a contractor has performed.

Factor 1- Price:

The offeror shall submit a price for each separately CLINS 0001 through 0010.

(1) Solicitation Submittal Requirements: The format for the price proposal is shown in Section J, **ATTACHMENT J-0200000-05** titled “**EXHIBIT LINE ITEM NUMBERS**”.

Basis of Evaluation: The Government will evaluate price based on the total price. Total price consists of the basic requirements and all option items (both firm-fixed price and IDIQ CLINS). The Government intends to evaluate all options and has included the provision FAR 52.217-5, Evaluation of Options (JUL 1990) in Section M of the solicitation. In accordance with FAR 52.217-5, evaluation of options will not obligate the Government to exercise the option(s). Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

- (i) Comparison of proposed prices received in response to the RFP.
- (ii) Comparison of proposed prices with the IGCE.
- (iii) Comparison of proposed prices with available historical information.
- (iv) Comparison of market survey results.

Factor 2- Corporate Experience:

The offeror shall provide information on at least (1) to maximum of (2) relevant generator maintenance contracts performed (as a prime contractor) within the past five years, including current (on-going) contracts. Relevancy is defined as being of similar size, scope and complexity to the current requirement. Include a short description of the work performed, contract number, title, location and a list of clients and/or points of contact with accurate telephone numbers. Offerors may include past experience information regarding predecessor companies, key personnel who have relevant experience and subcontractors that will perform major or critical aspects of the requirement. The Contracting Officer will determine the value and relevancy of such information.

(1) Solicitation Submittal Requirements: Offers shall provide corporate experience information using **Attachment A** and provide **short description of work performed** not to exceed two (2) pages per contract. Description shall include, but is not limited to types and quantity of equipment, work performed and (if applicable) any similarities to the work outlined in this solicitation N40085-14-R-2332. Offerors are responsible for ensuring points of contact and phone numbers are current and accurate.

Note: The distinction between corporate experience and past performance is corporate experience pertains to the types of work and volume of work completed by a contractor that are comparable to the types of work covered by this requirement, in terms of size, scope and complexity. Past performance relates to how well a contractor has performed.

Basis of Evaluation:

<i>Adjectival Ratings/Definitions for Corporate Experience</i>	
<i>Rating</i>	<i>Definitions</i>
<i>A (Acceptable)</i>	<i>The offeror has adequate work experience history on contracts (at least one prior contract) that are similar in size, scope, complexity, content and relevancy. The proposal offers a low to moderate performance risk to the Government.</i>

U (Unacceptable) The offer has no work experience on contracts that similar in size, scope, complexity, context and relevancy. The proposal offers a high performance risk to the Government.

Factor 3 - Past Performance:

Offerors shall clearly demonstrate a history of successful past performance on contracts of similar size, scope and complexity to this RFP. The Government may consider: 1) information supplied by the offeror, 2) information obtained by the references provided by the offeror, 3) other relevant past performance information obtained from other sources and data bases known to the Government, 4) information on past performance of predecessor companies, 5) key personnel who have relevant work experience and 6) subcontractors that will perform major or critical aspects of the requirement. The Government will use this information to determine if these records indicate: 1) ability to accomplish performance objectives, 2) any problems and corrective actions taken on prior contracts and 3) a business-like concern for the customer's interest. Likewise, the Government shall use this information to assess whether the offeror's experience demonstrates at least an adequate ability to avoid/correct performance problems and challenges as they arise.

(1) Solicitation Submittal Requirements: The Past Performance Questionnaire is included in the solicitation as **Attachment B** to submit to the client of each project provided under Factor 2, Corporate Experience. Ensure correct phone numbers and email addresses are provided for each client. Completed Past Performance Questionnaires are to be mailed or faxed directly to the Government and NOT submitted via the offeror. In order for the client evaluation to be considered, the Past Performance Questionnaires must be submitted no later than **5 business** days after the closing date of the solicitation found on page **1** block **9** of the **SF 33**. Include in your proposal a copy of the Past Performance Questionnaires Cover Sheet which contains the point of contact information for each client's questionnaire. Also include performance recognition documents received within the last 5 years such as awards, award fee determinations, customer letters of commendation and any other forms of performance recognition

In addition to the above, the Government may review any other sources of information for evaluation past performance. Other sources may include, but are not limited to, Past Performance Information Retrieval System (PPIRS) using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the offeror's proposal, inquiries of owner representative(s) and any other known sources not provided by the offeror.

While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror.

A copy of the blank Past Performance Questionnaire for requisitioning client references is included as **Attachment B**.

Basis of Evaluation: The degree to which past performance evaluations and all other past performance information reviewed by the Government (e.g., PPIRS, performance recognition documents and information obtained from any other source) reflects 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 (project managers, contracting officers, auditors, ect)
- Tasks that are identical, similar or related to the task at hand
- A respect for stewardship of Government funds

Adjectival Ratings/Definitions For Past Performance	
Rating	Definitions
A (Acceptable)	The offeror’s performance of previously awarded relevant contract(s) consistently met contractual requirements. Performance of relevant completed contracts was consistently of adequate or better quality or exhibited a trend of becoming so. The offeror’s past performance record leads to an expectation of successful performance.
U (Unacceptable)	The offeror’s performance of previously awarded relevant contracts did not consistently meet contractual requirements. The prior performance being assessed reflected problem(s) for which the offeror either failed to identify or implement corrective actions or for which corrective actions, implemented, or proposed to be implemented, were, or are expected to be, mostly ineffective. The offeror’s past performance record leads to a strong expectation that successful performance will not be achieved or that it can occur only with greatly increased levels of Government management and oversight.
N (Neutral)	The offeror lacks a record of relevant or available past performance history. There is no expectation of either successful or unsuccessful performance based on the offeror’s past performance record.

Attachment A

CORPORATE EXPERIENCE (to be completed by offeror)
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Request for Proposals N40085-14-R-2332, Emergency Generator Maintenance Services at the Naval Submarine Base New London, Groton, CT. Government reserves the right to verify information.

Company/Agency Name	
Address	
Contract Title	
Contract Number	
Project Description	
Company/Agency P.O.C.	
Telephone Number (**Please be sure # is current)	
Fax Number	

Contract Type and Total Award Value If multiyear please indicate	
Award Date	
Original Contract Price	
Estimated Yearly Contract Cost	
Final Contract Price	
Explain Difference	
Expected Completion Date	
Actual Completion Date	
Explain Differences	

Attachement B

PAST PERFORMANCE QUESTIONNAIRE

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

A (ACCEPTABLE) – Performance consistently meets/met contractual requirements. There were no major performance problems and if any minor problems developed, corrective action was taken by the contractor and resulted in acceptable performance.

U (UNACCEPTABLE) – Performance did/does not meet contractual requirements in many instances. There are/were problems which the contractor's corrective actions were not fully implemented or appear to be or were in effective.

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.	A	U	N
4. Compliance with contractual terms and conditions.	A	U	N
5. Quality/integrity of technical data/report preparation efforts.	A	U	N
6. Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements.	A	U	N
7. Effectiveness of overall contract management (including ability to effectively lead, manage and control the program).	A	U	N
8. Effectiveness of on-site management, including management of subcontractors?	A	U	N
9. Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve	A	U	N

disagreements/disputes; responsiveness to administrative reports).			
10. Timeliness/effectiveness of contract problem resolution without extensive customer guidance.	A	U	N
11. Ability to successfully respond to emergency and/or surge situations.	A	U	N
12. Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client.	A	U	N
13. Contractor safety record.	A	U	N
14. Responsiveness regarding safety issues.	A	U	N
15. Ability to hire/apply a qualified workforce to this effort.	A	U	N
16. Ability to retain a qualified workforce on this effort	A	U	N
17. 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.	A	U	N
18. Have there been any indications that the contractor has had any financial problem?	A	U	N
19. In summary, provide an overall rating for the work performed by this contractor.	A	U	N

COMMENTS: Objective Comments/ concerns relating to this Offeror.

GENERAL REQUIREMENTS

General Information

1. Contract Title: Preventative & Routine Emergency Generator Maintenance Services at the Naval Submarine Base New London, Groton, CT.
2. Type of Contract: This is a Combination Firm Fixed Price/Indefinite Delivery-Indefinite Quantity type contract.
3. Minimum Guarantee: The Firm Fixed Price portion of the base year only is the minimum guarantee for this contract.
4. Set-Aside: This procurement is 100% small business set aside.
5. NAICS Code: The NAICS Code assigned to this procurement is 811310 with a small business size standard of \$7,000,000. Refer to On-Line Representations and Certifications Applications (ORCA) at <http://orca.bpn.gov>.
6. Wage Determination (Service): WD 05-3023 (Rev.-15), dated 07/25/2014 is included in this solicitation.
7. Bid Guarantee/Bonding Requirements: NOT REQUIRED for this procurement.
8. Contract Term: This contract contains provisions for a one year Base Period with four one year option. The Government has the option to extend the term of the contract in accordance with Section I, Contract Clauses, 5252.217-9301, Option to Extend the Term of the Contract-Services (Jun 1994). In the option periods, the Government will adjust the prices, if applicable, based on the new Department of Labor Wage Determination.
9. Period of Performance: The period of performance will be determined at the time of award. For planning purposes the expected award date is 1 December 2014. Refer to Section F, Deliveries or Performance.
10. Contract Line Items And Contract Exhibit Line Items:
 - a. Proposers shall enter unit prices and amounts for Contract Line Items (CLINs) and Contract Exhibit line items (ELINs) as indicated in the schedules and accompanying exhibits.
 - b. In the event there is a difference between a unit price and the extended total amount, the unit price will be held to be the intended bid and the total of the CLIN and ELIN will be recomputed accordingly. The CLIN will also be recomputed to take into account the change in

the contract ELINs. If the bidder provides a total amount for an ELIN, but fails to enter the unit price, the total amount divided by the ELIN quantity will be held to be the intended unit price.

c. The Schedule of Firm Fixed Price Work (CLIN 0001, 0003, 0005, 0007 and 0009) and Schedule of Indefinite Quantity Work (CLIN 0002, 0004, 0006, 0008, 0010), will be used as the basis for deductions in accordance with the "CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES" clause, Section E.

11. Unit Price Adjustments In Option Periods

This contract incorporates the Service Contract Act (SCA). The SCA Wage Determination incorporated in Section J is for the Base Year performance period only. The latest Wage Determination available at the time for each option exercise will be incorporated into the contract and the unit prices will be adjusted in accordance with FAR Clauses 52.217-43, Fair Labor Standards Act and Service Contract Act – Price Adjustment. The contractor warrants, by submission of his bid that the bid price does not include any contingency for future wage increases.

12. Indefinite Quantity Individual Contract Line Item Quantities

Once the estimated quantities for individual line items shown in the Schedule have been ordered, additional quantities may be ordered as long as the overall not-to-exceed (NTE) amount of the contract per year is not exceeded and the Contractor agrees by signing the task order.

13. Period Of Performance – Less Than One Year

Offers shall be submitted for the performance of work for a period of one year. The contractor is cautioned to recognize that the initial term of the contract may be for a period of less than one year in accordance with the "Term of Contract" clause in Section F. In the event that the period of performance is less than one year, the Government will reduce the individual line item quantities to reflect work remaining in the contract term and no other adjustments to the pro-rated contract price will be made.

14. Government Purchase Card

Indefinite quantity work may be ordered at the prices offered by two ways: 1) by the issuing activity using a DD Form 1155 "Order for Supplies and Services"; 2) or by an authorized Government user via a Government Purchase Card (GPC). When receiving GPC orders against Section B, the contractor shall provide the supplies and services at the offered price without additional markup or handling fee.

15. Contractor Support Of Electronic Facilities Support Contracting (e-FSC)

This procurement WILL NOT use of DOD EMALL for issuing orders.

16. Incorporation Of Technical Proposal

a. The Contractor's technical proposal, including revisions and amendments made prior to contract award and a copy of which is in the possession of both parties, will be incorporated into this contract upon award by reference with the same force and effect as if set forth in full text. All contractor personnel shall meet or exceed the qualification standards, experience levels, and trade backgrounds set forth in the technical proposal.

b. In the event of an inconsistency between the provisions of this contract and the technical proposal, the inconsistency shall be resolved by giving precedence in the following order: (i) the contract (excluding the technical proposal), and then (ii) the technical proposal.

17. Request For Proposals (RFP) Information/Clarification Questions

Contractors are required to review the entire solicitation package before submitting questions. Submit all questions via one document, either by Email to: ernest.eybel@navy.mil or Fax to: (860) 694-3955, **at least 10 days before proposals are due**. This is the most efficient way to ensure all questions are addressed in a timely manner.

18. Request For Proposal (RFP) Files

Solicitations are posted to the NECO website as mandated by our Agency. By necessity, these files are protected to prevent unauthorized editing. It is the sole responsibility of the offeror to obtain the RFP files, along with any amendments, from this website. **Unprotected editable file copies of the RFP documents including: Word, Excel and/or .pdf files (Adobe Acrobat Files) will not be provided. Please plan accordingly.**

19. Solicitation

This solicitation incorporates by reference a Performance Work Statements (PWS) developed by using NAVFAC performance-based specifications. The PWS are in 1503030. The contractor will be required to meet the specifications in those Annexes as if they were set forth in Section C.

20. NOTICE TO BIDDERS/OFFERORS:

Bidders/Offerors are required to submit Section B, Bid Schedule, and Section J, Exhibit Line Items (ELINs) with their bid (Section J explains the submission of Exhibit A, a separate excel spreadsheet). The total of the CLIN is equal to the sum of the ELINs as shown below:

CLINs ELINs

0001 A001 through A005

0002 A700 through A701

0003 B001 through B005

0004 B700 through B701

0005 C001 through C005

0006 C700 through C701

0007 D001 through D005
 0008 D700 through D701
 0009 E001 through E005
 0010 E701 through E701

21. PROPOSAL DELIVERY:

NOTICE TO ALL PROPOSERS

Due to increased security at all military installations, Proposers who do not currently have a valid Contractor's ID and Vehicle Decal issued by the Department of Defense (DoD), must allow sufficient time to obtain a one-day pass to permit entry to the base. In accordance with Naval Submarine Base New London security regulations all prospective visitors and contractor personnel are hereby notified that in order to obtain a one-day visitor's pass the person must present their driver's license and vehicle registration and/or rental car contract.

Contractor personnel planning to submit their proposal in person, who do not have a valid Contractor's ID and a DoD decal on their vehicle, must submit a written request, fax a memorandum/letter or send an e-mail, requesting a one-day pass to access the Naval Submarine Base New London, Groton, CT. The written request shall be on company letterhead (including the company's name, complete address, and phone number) and include the full legal name of the representative. The request shall be sent to:

Ernie Eybel, Contract Specialist, via fax to (860) 694-4565 or e-mail information to ernest.eybel@navy.mil four business days prior to the solicitation closing date.

Personnel and vehicle one-day pass must be obtained at the Naval Submarine Base New London Pass Office located on Crystal Lake Ave across from Gate #1.

It is imperative that all potential proposers adhere to this notice in order to avoid delay in submitting your proposal.

Also be advised by this notice that the level of security at the Naval Submarine Base New London may change at any time. As the level of security heightens, the amount of time required to gain access to the Naval Submarine Bases New London also increases.

File Name	Type	Document
0200000 C Management and Administration Generators	PDF	Management and Administration
0200000 F Management and Administration Generators	PDF	M&A Deliverables
0200000 J Management and Administration Generators	PDF	Documents & EXHIBITS
1502000 C Facility Investment Generators	PDF	Facility Investment

1502000 F Generators	PDF	Facility Investment Deliverables
1502000 FAP generators	PDF	Functional Assessment Plan
1502000 J Generators updated	PDF	Facility Investment Documents & Exhibits
C-0100000 General Info Generators	PDF	General Information
ELINS generators	EXCEL	Bid Schedule
J-03 INVENTORY Emergency Generators	PDF	Generator Inventory
J-020000-06 Quality Inspection and Surveillance report	PDF	Monthly Inspection Report
J-020000-07 On site Labor Summary Report	PDF	Labor Summary Report
J-020000-08 Equipment Monthly Summary Report	PDF	Monthly Summary Report
J-1502000-04 BASE MAP 2013	PDF	Base Map
J-1502000-10 Example Generator Air Compliance Record	PDF	Air Compliance Record
J-1502000-11 Trouble Call Summary Report	PDF	Trouble Call Report
J-1502000-12 Maintenance Summary Report	PDF	Maintenance Summary Report
J-1502000-13 Monthly readings	PDF	Monthly Meter Reading
PAP Generators Reviewed	PDF	Assessment Plan
WD 05-3023 (Rev.-15)	PDF	Wage Determination
Attachment A & B	PDF	Proposal Submittals

CLAUSES INCORPORATED BY FULL TEXT

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).

(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

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

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable”).

(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	_____
Issue By DoDAAC	_____
Admin DoDAAC	_____
Inspect By DoDAAC	_____
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

(*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.

(Contracting Officer: Insert applicable email addresses or “Not applicable.”)

(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.

(Contracting Officer: Insert applicable information or “Not applicable.”)

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

(End of clause)

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government
0008	N/A	N/A	N/A	Government
0009	N/A	N/A	N/A	Government
0010	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
------	---------------	----------	-----------------	-----

0001	POP 01-DEC-2014 TO 30-NOV-2015	N/A	N/A FOB: Destination
0002	POP 01-DEC-2014 TO 30-NOV-2015	N/A	N/A FOB: Destination
0003	POP 01-DEC-2015 TO 30-NOV-2016	N/A	N/A FOB: Destination
0004	POP 01-DEC-2015 TO 30-NOV-2016	N/A	N/A FOB: Destination
0005	POP 01-DEC-2016 TO 30-NOV-2017	N/A	N/A FOB: Destination
0006	POP 01-DEC-2016 TO 30-NOV-2017	N/A	N/A FOB: Destination
0007	POP 01-DEC-2017 TO 30-NOV-2018	N/A	N/A FOB: Destination
0008	POP 01-DEC-2017 TO 30-NOV-2018	N/A	N/A FOB: Destination
0009	POP 01-DEC-2018 TO 30-NOV-2019	N/A	N/A FOB: Destination
0010	POP 01-DEC-2018 TO 30-NOV-2019	N/A	N/A FOB: Destination

CLAUSES INCORPORATED BY REFERENCE

52.212-1	Instructions to Offerors--Commercial Items	FEB 2012
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2012
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items	AUG 2012
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-21 Alt IV	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data-- Modifications (Oct 2010) - Alternate IV	OCT 2010
52.216-18	Ordering	OCT 1995
52.216-19	Order Limitations	OCT 1995
52.216-20	Definite Quantity	OCT 1995
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-7	Notice Of Radioactive Materials	JAN 1997
52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Items	MAY 2008
52.223-9 Alt I	Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) Alternate I	MAY 2008
52.226-3	Disaster or Emergency Area Representative	NOV 2007

52.226-4	Notice of Disaster or Emergency Area Set-Aside	NOV 2007
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
252.212-7001	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items	JUN 2012
252.225-7027	Restrictions on Contingent Fees for Foreign Military Sales	APR 2003
252.232-7010	Levies on Contract Payments	DEC 2006

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:

1. Price
2. Corporate Experience
3. Past Performance

Corporate Experience and past performance, when combined, are approximately equal to price.

(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 (APR 2012)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) 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.

Inverted domestic corporation, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

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

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

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

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

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

Sensitive technology--

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

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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 Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.gov>. After reviewing the ORCA 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 (o) 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, for general statistical purposes, 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 [ballot] is, [ballot] 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 [ballot] is, [ballot] 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 [ballot] is, [ballot] 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) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material

change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(11) 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)(11)(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 Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --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 Act--Supplies."

(2) Foreign End Products:

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

(List as necessary)

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

(g)(1) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act-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, 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 Act-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, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements--Israeli Trade Act":

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

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

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-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 Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.

-

-

-

[List as necessary]

(3) Buy American Act-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 Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

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

[List as necessary]

(4) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 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, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, 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 Act. 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 Act.* (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 Act 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 a central contractor registration 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) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(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) Sanctioned activities relating to Iran.

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

(2) Representation and Certification. 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; and

(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.

(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.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2012) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (a) 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.

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

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

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

(iii) Reserved.

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

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

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

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

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

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

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

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

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

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

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

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

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

(End of clause)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (JUN 2005)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

___ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2010) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5) (OCT 2010) (DEVIATION), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
252.237-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417)
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)