

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 63	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER N40085-15-R-8734	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME PAMELA A. WALLER		b. TELEPHONE NUMBER (No Collect Calls) (757) 341-1972		6. SOLICITATION ISSUE DATE 20-Nov-2015	
9. ISSUED BY NAVFAC MID ATLANTIC NORTHEAST IPT 9324 VIRGINIA AVENUE BLDG Z-144 NORFOLK VA 23511 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: \$38.5M NAICS: 562111		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING DO-C2 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY		CODE	
17a. CONTRACTOR/OFFEROR TEL.		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
FACILITY CODE		CODE		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 type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			

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

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

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

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

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

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	FFP - Base Period FFP Contractor to provide all labor, equipment, material and supervision for Refuse collection, disposal and recycling at the Naval Complex area Newport. ELINs A001-A008 FOB: Destination	UNDEFINED			

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	IDIQ - Base Period FFP IDIQ ELINs A700-A706 FOB: Destination	UNDEFINED			

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003 OPTION	FFP - 1st Optn FFP Contractor to provide all labor, equipment, material and supervision for Refuse collection, disposal and recycling at the Naval Complex area Newport. ELINs B001-B008 FOB: Destination	UNDEFINED			

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004 OPTION	IDIQ - 1st Optn FFP IDIQ ELINs B700-B706 FOB: Destination	UNDEFINED			

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005 OPTION	FFP - 2nd Optn FFP Contractor to provide all labor, equipment, material and supervision for Refuse collection, disposal and recycling at the Naval Complex area Newport. ELINs C001-C008 FOB: Destination	UNDEFINED			

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006 OPTION	IDIQ - 2nd Optn FFP IDIQ ELINs C700-C706 FOB: Destination	UNDEFINED			

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007 OPTION	FFP - 3rd Optn FFP Contractor to provide all labor, equipment, material and supervision for Refuse collection, disposal and recycling at the Naval Complex area Newport. ELINs D001-D008 FOB: Destination	UNDEFINED			

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008 OPTION	IDIQ - 3rd Optn FFP IDIQ ELINs D700-D706 FOB: Destination	UNDEFINED			

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009 OPTION	FFP - 4th Optn FFP Contractor to provide all labor, equipment, material and supervision for Refuse collection, disposal and recycling at the Naval Complex area Newport. ELINs E001-E008 FOB: Destination	UNDEFINED			
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010 OPTION	IDIQ - 4th Optn FFP IDIQ ELINs E700-E706 FOB: Destination	UNDEFINED			
					MAX NET AMT

DOD EMALL ORDERS

SPECIAL CONTRACT REQUIREMENTS

CONTRACTOR SUPPORT OF ELECTRONIC CONTRACTING (DOD EMALL)

The contractor is required to offer IQ pre-priced line item services to authorized Government personnel when they are ordering the work directly via the Government Purchase Card (GPC) program. 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.

The contractor agrees to accept and process electronically submitted GPC orders for IQ services, including those orders issued through the DOD EMALL. The DOD EMALL is a U.S. Government (USG) owned and operated web-based ordering system that enables any Department of Defense (DOD) or Federal activity to search

for and order goods and services. Authorized GPC users will receive approved accounts on DOD EMALL to view and order IQ line items.

The contractor is required to receive electronic IQ orders from the DOD EMALL using 128-bit encrypted email. The contractor agrees to purchase, install, and utilize the most recent version of PGP Personal software, or a comparable solution, for the purpose of decrypting order notification emails from the DOD EMALL. In addition, the DoD has established the External Certification Authority (ECA) program to support the issuance of DoD-approved certificates to contractors. The ECA program is designed to provide the mechanism for contractors to securely communicate with the DoD and authenticate to DoD Information Systems. The contractor agrees to purchase, install, maintain and use a DoD-approved ECA certificate. Information on obtaining an ECA certificate can be found at <http://iase.disa.mil/pki/eca/certificate.html>.

The contractor shall post updates on order delivery schedule and performance to the DOD EMALL in a timely manner.

The contractor shall track quantities and report total ordered quantity in DOD EMALL and approved DD 1155's by line item number each month and year-to-date. The report shall be due to the Contracting Officer by the fifth day of the following month. The contractor must track and report when total dollar value of all orders from both GPC purchases and DD 1155s exceed 75% of the combined Section B Pre-Priced Line Item quantities."

(c) Paragraphs (a) and (b) above apply to both new solicitations and to existing contracts awarded without the DOD EMALL clause and provision.

(d) DOD EMALL orders will not exceed \$100,000.00 for services and construction.

(e) No IDIQ orders will be accepted for processing through a NAVFAC contract's office that can be ordered directly by the client through DOD EMALL unless approved by a waiver. It is the intent that IDIQ or combination FP/IDIQ contracts will be placed on DOD EMALL. If a contract has been posted on DOD EMALL and a client request a task order be issued not using DOD EMALL, a waiver by the Echelon III CCO is required for each order. In no case shall the waiver process be utilized to provide a customer the flexibility to circumvent use of DOD EMALL. Use of blanket delivery orders will only be utilized when a waiver has been granted by the Echelon III CCO.

DELIVERIES OR PRFORMANCE

0200000 – Management and Administration

SECTION F: DELIVERIES OR PERFORMANCE

DELIVERABLES						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000/ 2.2.1.2	N/A	Request to Work Outside Government's Regular Working Hours	At least seven calendar days prior to requested day.	KO	1	As required

DELIVERABLES						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000/ 2.3.4	N/A	Permits and Licenses	Before work commences and as requested by the KO.	KO	1	As specified
0200000/ 2.3.5	N/A	Certificate of Insurance	Within 15 calendar days after award.	KO	1	As specified
0200000/ 2.6.6	J-0200000-06	Service Provider Information Report	At the end of each workday when updates are required	KO	1	Daily
0200000/ 2.6.6	J-0200000-07	Asset Information Report	At the end of each workday when updates are required	KO	1	Daily
0200000/ 2.6.7.1	N/A	Quality Management Plan	Within 15 calendar days after award and within seven calendar days of changes.	KO	1	As specified
0200000/ 2.6.7.2	N/A	QC Inspection File	Within five calendar days of completion/ termination of the contract.	KO	1	As specified
0200000/ 2.6.7.3	N/A	Contractor Quality Inspection and Surveillance Report	First work day of each month.	KO	1	Monthly
0200000/ 2.6.8	N/A	Property Management Plan	Within 45 calendar days after award.	KO	1	As specified
0200000/ 2.7.1	N/A	List of Key Personnel and Qualifications	Within 15 calendar days after award.	KO	1	As specified
0200000/ 2.7.2.6	N/A	Proof of Legal Residency	Prior to be admitted to site of work.	KO	1	As specified

DELIVERABLES						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000/ 2.7.3	N/A	Contractor Labor Hours (eCMRA) Report	No later than 31 October	KO	1	Annually for labor executed during the period of performance during each Government fiscal year (FY)
0200000/ 2.8.1	N/A	Employee List	Upon request.	KO	1	As required
0200000/ 2.8.7	N/A	Personnel Security Investigation (PSI), Fingerprint Card (FD87), and OF-306 Declaration for Federal Employment	Prior to employee access to sensitive unclassified information.	KO/ Security Manager	1	As required
0200000/ 2.9.1	N/A	Accident Prevention Plan	Within 15 calendar days after award and within seven calendar days of changes.	KO	1	As specified
0200000/ 2.9.2	N/A	Activity Hazard Analysis	Together with the Accident Prevention Plan and for changes.	KO	1	As specified
0200000/ 2.9.3	N/A	Occupational Risk and Compliance Plans and Programs	Together with the Accident Prevention Plan and for changes.	KO	1	As specified
0200000/ 2.9.4	J-0200000-05	NAVFAC Contractor Incident Reporting System (CIRS)	Within five calendar days of accident.	KO	1	As required
0200000/ 2.9.6	N/A	Monthly On-Site Labor Report	First work day of each month.	KO	1	Monthly
0200000/ 2.9.7	N/A	OSHA Citations and Violations Corrective Action Report	Within 48 hours after receiving a citation.	KO	1	As required

DELIVERABLES						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000/ 2.9.9	N/A	Safety Certifications	Within 15 calendar days after award and as old certifications expire.	KO	1	As specified
0200000/ 2.10.3.2	N/A	Recovered Material Certification	As specified	KO	1	When a product containing recovered materials is equal to or better than the original and could be used.

Deliverables Form Preparation Instructions
Deliverable Title: All Required Government Forms
Form Attachment No.: N/A
Government Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input
<p>Instructions:</p> <p>The report shall be prepared using Microsoft Office Wordé software.</p> <p>Submit a copy via email to recipients on the distribution list for Government review and comment.</p> <ol style="list-style-type: none">1. If the KO accepts the request, the Government shall notify the Contractor of Government acceptance.2. If the KO responds to the request with review comments, then incorporate the Government's comments and resubmit the request via email to recipients on the distribution list. Continue this cycle until the Government notifies the Contractor of Government acceptance.

1503030 – Integrated Solid Waste Management

SECTION F: DELIVERIES OR PERFORMANCE

DELIVERABLES						
Annex/ Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submissio n	Distribution		Frequency
				Original/ Copies	Number of Copies (including original)	
1503030 / 2.3.1	N/A	Revenue Receipts	As specified	KO	12	With invoice/Monthly
1503030 / 2.3.2	N/A	Weight Tickets	As specified	KO	12	With invoice/Monthly
1503030 / 3.1	N/A	Solid Waste Collection Schedule	As specified	KO	1	15 days after award/Annually

LIST OF SEPARATE ATTACHMENTS**ATTACHMENTS PROVIDED AS SEPARATE DOCUMENTS**

SECTION J DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS TABLE OF CONTENTS	
<u>ATTACHMENT NUMBER</u>	<u>ATTACHMENT TITLE</u>
J-0200000-01	DEFINITIONS AND ACRONYMS
J-0200000-02	WAGE DETERMINATIONS
J-0200000-03	DIRECTIVES, INSTRUCTIONS, AND REFERENCES
J-0200000-04	INVOICE FORM
J-0200000-05	FORMS
J-0200000-06	SERVICE PROVIDER INFORMATION
J-0200000-07	ASSET INFORMATION
J-0200000-08	NAVFAC MAXIMO DATA REPORTING
J-0200000-09	NAVFAC MAXIMO SYSTEM ACCESS PROCEDURES
J-0200000-10	INSTALLATION SPILL CONTROL PLAN
J-0200000-11	CONTRACTOR HAZARDOUS MATERIAL INVENTORY LOG
J-0200000-12	EXHIBIT LINE ITEM NUMBERS
J-0200000-13	ATTACHMENT A - CORPORATE EXPERIENCE PROJECT DATA SHEET
J-0200000-14	ATTACHMENT B - PAST PERFORMANCE QUESTIONNAIRE (PPQ)

<u>ATTACHMENT NUMBER</u>	<u>ATTACHMENT TITLE</u>
J-1503030-01	Definitions and Acronyms
J-1503030-02	References and Technical Documents
J-1503030-03	Locations
J-1503030-04	Frequency Historical Data
J-1503030-05	Requirements For Foreign Port Origin Waste
J-1503030-06	FUNCTIONAL ASSESSMENT PLAN (FAP)

GENERAL INFO

Contract Title: Refuse Collection, Disposal and Recycling at Naval Complex Newport, Rhode Island.

Type of Contract: This is a Combination Firm Fixed Price/Indefinite Delivery-Indefinite Quantity type.

Minimum Guarantee: The Firm Fixed Price portion of the base year only is the minimum guarantee for this contract. It can be paid in either the base year or over the entire term of the contract. Refer to Section H, Special Contract Requirements, 5252.216-9313 Maximum Quantities.

Contract Term: This contract contains provisions for a Base Period with four (4) Option Periods, not to exceed five (5) years. 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 may adjust the prices, if applicable, based on the new Department of Labor Wage Determination.

Period of Performance: The period of performance will be determined at the time of award.

Evaluation of Proposals: Proposers shall submit a lump sum price for Section B, CLINs 0001 through 0010 and unit prices for Exhibit A through Exhibit E (separate attachment). Technical Proposals will be submitted and evaluated in accordance with FAR 52.212-2 EVALUATION – COMMERCIAL ITEMS.

The number of proposals to be evaluated for technical acceptability may be limited to the three lowest priced offers at the discretion of the contracting officer. If the number of proposals to be evaluated is limited, technical proposals shall be provided to the evaluator(s) without any identification of prices or any rank order of prices. If no proposals are found to be technically acceptable within the first group of proposals, then the process described will be conducted again as many times as necessary, until such time as the Government identifies a technically acceptable proposal. If the contracting officer later determines that discussions are necessary, the procedures in FAR 15.306 shall be followed.

NOTE: Offerors MUST be evaluated as technically ACCEPTABLE under each factor in order to be considered technically acceptable overall.

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 the Schedule of Indefinite Quantity Work (CLIN 0002, 0004, 0006, 0008, and 0010) will be used as the basis for deductions in accordance with FAC 5252.246-9303, "CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES".

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 52.222-43, Fair Labor Standards Act and Service Contract Act – Price Adjustment. The contractor warrants, by submission of his proposal that the price does not include any contingency for future wage increases.

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.

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.

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

This procurement allows for the use of DoD EMALL for issuing orders.

Request For Proposals (RFP) Information/Clarification Questions

Contractors are required to review the entire solicitation package before submitting questions. All questions must be submitted **at least 10 days before proposals are due**, either by email to pamela.waller@navy.mil or fax to: 757-341-0079.

Request For Proposal (RFP) Files

Solicitations are posted to the NECO website (<https://www.neco.navy.mil>) 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.

NOTICE TO PROPOSERS:

Proposers are required to submit Section B, Bid Schedule, and Section J, Exhibit Line Items (ELINs) with their proposal (Section J references the submission of Exhibits A – E (separate document)). The total of the CLIN is equal to the sum of the ELINs as shown below:

CLINs	ELINs	CLINs	ELINs
0001	A001 through A008	0006	C700 and C706
0002	A700 and A706	0007	D001 through D008
0003	B001 through B008	0008	D700 and D706
0004	B700 and B706	0009	E001 through E008
0005	C001 through C008	0010	E700 and E706

PROPOSAL DELIVERY:

NOTICE TO ALL PROPOSERS

Commander, Navy Installations Command (CNIC), has established the Navy Commercial Access Control

System (NCACS), a standardized process for granting unescorted access privileges to vendors, contractors, suppliers and service providers not otherwise entitled to the issuance of a Common Access Card (CAC). This is for those who seek access to and can provide justification to enter Navy installations and facilities. Visiting vendors may obtain daily passes directly from the individual Navy installations by submitting identification credentials for verification and undergoing a criminal screening/ background check. Alternatively, if the vendor so chooses, it may voluntarily elect to obtain long-term credentials through enrollment, registration, background vetting, screening, issuance of credentials, and electronic validation of credentials at its own cost through a designated independent contractor NCACS service provider. Credentials will be issued every five years and access privileges will be reviewed/renewed on an annual basis. The costs incurred to obtain Navy installation access of any kind are not reimbursable, and the price(s) paid for obtaining long-term NCACS credentials will not be approved as a direct cost of this contract.

Application for and use of badges will be as directed. To obtain access to the installation, you must participate in the Navy Commercial Access Control System (NCACS), or obtain passes each day from the Base Pass and Identification Office. Costs for obtaining passes through the NCACS are the responsibility of the Contractor. One-day passes, issued through the Base Pass and Identification Office, will be furnished without charge. Furnish a completed EMPLOYMENT ELIGIBILITY VERIFICATION (DHS FORM I-9) form for all personnel requesting badges. This form is available at <http://www.uscis.gov/portal/site/uscis> by searching or selecting Employment Verification (Form I-9). Allow 7 to 10 days for processing applications for badges. Immediately report instances of lost or stolen badges to the Contracting Officer.

- a. NCACS Program: NCACS is a voluntary program in which Contractor personnel who enroll, and are approved, are subsequently granted access to the installation for a period up to one year, or the length of the contract, whichever is less, and are not required to obtain a new pass from the Base Pass and Identification Office for each visit. The Government performs background screening and credentialing. Throughout the year the Contractor employee must continue to meet background screening standards. Periodic background screenings are conducted to verify continued NCACS participation and installation access privileges. Under the NCACS program, no commercial vehicle inspection is required, other than for Random Anti-Terrorism Measures (RAM) or in the case of an elevation of Force Protection Conditions (FPCON). Information on costs and requirements to participate and enroll in NCACS is available at <http://www.rapidgate.com/vendors/how-to-enroll> or by calling 1-877-727-4342. Contractors should be aware that the costs incurred to obtain NCACS credentials, or costs related to any means of access to a Navy Installation, are not reimbursable. Any time invested, or price(s) paid, for obtaining NCACS credentials will not be compensated in any way or approved as a direct cost of any contract with the Department of the Navy.
- b. One-Day Passes: Participation in the NCACS is not mandatory, and if the Contractor chooses to not participate, the Contractor's personnel will have to obtain daily passes, be subject to daily mandatory vehicle inspection, and will have limited access to the installation. The Government will not be responsible for any cost or lost time associated with obtaining daily passes or added vehicle inspections incurred by non-participants in the NCACS.
- c. The Contractor shall obtain the required employee badges and vehicle passes from the Government at his own expense, or daily passes at no additional cost. Each employee shall wear the Government issued badge over the front of the outer clothing. When an employee leaves the Contractor's service, the employee's Passes and Badges shall be returned within 5 calendar days.

Be advised by this notice that the level of security at various Navy Installations may change at any time. As the level of security heightens, the amount of time required to gain access to all Navy Installation also increases.

Delivery Information for Proposal

Proposals that are sent via the **United States Postal Service** or a **commercial carrier**, such as Federal Express, shall be addressed to:

**NAVFAC MID-LANT
ATTN: PAMELA WALLER (CONTRACTS)
9324 VIRGINIA AVENUE
BUILDING Z-140, ROOM 114
NORFOLK, VA 23511**

Proposals that are **hand carried, excluding commercial carriers noted above**, shall be delivered to the Contracts Office in Building Z-140, 1st Floor, Room 114, front lobby located at 9324 Virginia Avenue, Norfolk, VA 23511 (Norfolk Naval Station).

Proposal Submission

Submit original and two (2) copies of proposal, technical and price, as detailed in FAR 52.212-2. Package to include the following items:

1. Signed SF1449 – page 1 of solicitation with completed Contract Line Items (pgs 3 – 7 of RFP)
2. Price: Exhibits A – E (Attachment J-0200000-12)
3. Any amendments signed

Offeror shall also include a single copy of the following:

1. Representations and Certifications completed on SAM
2. Proof of firm's current VETS 4212 (formerly VETS 100) compliance.
3. Name of Financial institution (include Name, Phone number, and e-mail address of the Point of Contact. *This information will only be used to contact your financial institution should you be the potential awardee to make a responsibility determination.*

ELECTRONIC SUBMISSIONS ARE NOT PERMITTED

DESCRIPTIONS AND SPECS

0100000 – General Information		
Spec Item	Title	Description
1	General Information	
1.1	Outline of Services	<p>Except where otherwise stated, the Contractor shall furnish all labor, supervision, management, tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to provide the services outlined below and described in this Performance Work Statement (PWS) at Naval Station, Naval Undersea Warfare Center, Naval War College and Naval Clinic New England at Newport Rhode Island. This contract is a combination firm-fixed price (FFP) and indefinite delivery-indefinite quantity (IDIQ). The PWS is organized into annexes. Annex 1 is "General Information". Annex 2 contains the on-site project management and administration requirements. Annexes 3 through 18 contain the technical requirements. The annex numbers are identified as 1 through 18 in the description column, but the full expanded annex numbers include seven digits (e.g., Annex 1 expanded number is 0100000 as shown in the header row at the top of this page).</p> <p>Annex 1 General Information Annex 2 Management and Administration Annex 3 Command and Staff N/A Annex 4 Public Safety N/A Annex 5 Air Operations N/A Annex 6 Port Operations N/A Annex 7 Ordnance N/A Annex 8 Range Operations N/A Annex 9 Health Care Support N/A Annex 10 Supply N/A Annex 11 Personnel Support N/A Annex 12 Morale, Welfare and Recreation Support N/A Annex 13 Galley N/A Annex 14 Housing N/A Annex 15 Facilities Support Sub Annex 1503030 Facilities Sustainment Annex 16 Utilities N/A Annex 17 Base Support Vehicles and Equipment N/A Annex 18 Environmental N/A</p>
1.2	Project Location	<p>The work shall be performed at various locations and could vary from location to location. The following is an example of the dispersion of work at the various locations.</p> <p>(15) Integrated Solid Waste Management: various locations at the Newport Naval Complex area Newport</p>

0100000 – General Information		
Spec Item	Title	Description
1.3	Acquisition of Additional Work	The Government reserves the right to acquire additional locations in addition to the services and locations identified in the Firm-Fixed Price requirements of this contract. Additional services will be incorporated into the contract in accordance with the CHANGES clause, SECTION I or ordered under the indefinite delivery indefinite quantity provisions of the contract. Items of work not covered by this contract but within the general intent are considered in the scope of this contract.
1.4	Background Information	Naval Station Newport is home to more than 42 naval and defense commands and activities. Newport is the Navy's premier site for training officers, officer candidates, senior enlisted personnel and midshipman candidates, as well as conducting advanced undersea warfare and development systems. Naval Station Newport's mission is to fulfill the diverse requirements of its tenant commands by providing the facilities and infrastructure that are essential to their optimum performance. Navy personnel assigned to Newport come from all parts of the United States and many free nations of the world. Newport is the home for the Navy's most prestigious educational institution, the Navy War College. Each year over 500 outstanding mid-career level officers of the Navy, all other services, civilian federal agencies, and international naval officers come here to pursue a rigorous 10 month course of post-graduate studies. Military and Civilian personnel get deeply involved in local community affairs. Naval Station Newport is the largest employer, with 5,000 employees and 9,300 students matriculating each year.
1.5	Verification of Workload and Conditions	Throughout the PWS, the workload data is generally referred to as being located in Section J. Section J provides data such as inventories, maps, floor plans, and tables to represent the type, quantity and location of services to be provided. However, offerors are encouraged to visit the project site during the site visit for offerors and to visit the technical library during posted hours as part of its due diligence to assess the nature of work and conditions under which work is to be performed.
1.6	Climate Patterns	The Local weather is strongly influenced by the Atlantic Ocean, due to the close proximity to the coast. Rhode Island has a humid continental climate with warm summers and cold winters. The climate is generally milder along the coast, particularly in the winter. January temperatures in Newport RI average 38 degrees F high and 23 degrees F low. July temperatures average 78 degrees F to 64 degrees F low. However, summer temperatures may reach the lower 90 degrees F and temperatures in the Winter can fall below 0 degrees F. Precipitation (Rainfall and Snowfall) in Rhode Island is distributed throughout the year. Most areas receive approximately 46 inches of liquid yearly, although parts of the coast are somewhat wetter.

1.7 Related Information There are four types of Related Information that can be found in the Description and Related Information columns of the specification as follows:

Informational Notes as used throughout this PWS provides additional information to offerors to be used in developing a thorough understanding of the work to be performed in this contract. Any block of text marked "Informational Notes" throughout Annexes 1 through 18 is subject to this disclaimer. Offerors may not rely upon the "Informational Notes" as material representations of the Government. Information provided in "Informational Notes" does not create a

0100000 – General Information		
Spec Item	Title	Description
		contractual requirement on either party to this contract.
		Clarifying Information describes client expectations in a more detailed manner than the Performance Objective and Performance standard alone.
		Constraining Information describes limitations to the work performed to meet the Performance Objective and Performance Standard.
		Requirement Information further describes client requirements associated with each Performance Objective.
1.8	Navy Approach to Service Contracting	The Department of Navy (DoN) spends over \$1 billion in annual obligations to meet global requirements for facility operations and maintenance provided through Facility Support Contracts (FSC) and additional billions to provide other base operations support services (OBOS). The Head of the Contracting Activity (HCA) of the Naval Facilities Engineering Command (NAVFAC) has focused increased attention on re-engineering FSC contracts in response to customer and industry feedback, budget constraints, and the impact of a variety of contracting, program management and financial management regulations. The Navy also supports the following principles:
1.8.1	Partnering Philosophy	The first principle is that the Navy views its contractors as partners and not just abstract service providers. The Navy wants its contractors to succeed because partners' success drives the Navy's successful mission completion. Within the bounds of acquisition policy the Navy intends to work to find solutions that will be beneficial to both the Government and its partners.
1.8.2	Contractor's Knowledge	The second principle is that the Navy will receive insightful management from its contractors. This management will include the knowledge, skills, authority and willingness to use contractor resources to find better ways of serving Navy clients' strategic and operational goals and objectives. The Navy's use of performance-based objectives evidences this principle. Although performance work statements will typically contain several levels of performance assessment, the Navy wants its contractors to exercise maximum discretion within bounds of prudent risk management to adjust processes and resources needed to reach specified objectives at the highest performance level.
1.8.3	Industry Best Practices	The third principle is that the Navy will adopt industry best commercial practices and maintain state-of-the-art service delivery. It is the Navy's and contractor's responsibility as partners to reach this goal. To that end, the Navy's emphasis will be in evaluating performance objectives (end results).
1.9	Standard Template	Key to implementing a programmatic approach is using a standard template that ensures Navy-wide consistency yet affords appropriate tailoring to meet local needs. This contract conforms to the standard template and has been tailored for this solicitation. NAVFAC intends to use this template-based approach for future service contracts. Offerors should develop an understanding of the template as part of performing due diligence in reaching an understanding of the Navy's requirements and expectations.
		The standard template contains 18 standard annexes. Annex 1 will always

0100000 – General Information		
Spec Item	Title	Description
		contain information that is relevant to the entire scope of the contract. Annex 2 contains on-site project management and administration requirements that are relevant to the entire scope of the contract. Annexes 3 through 18 contain the technical information and requirements peculiar to that technical annex. Within each technical annex, the organization of information and requirements are also standardized. Specification item 1 will always contain General Information. Specification item 2 will always contain the management and administrative requirements. Specification item 3 will always contain the Firm Fixed-Price (FFP) requirements. Specification item 4 will always contain the Indefinite Delivery-Indefinite Quantity (IDIQ) requirements. Requirements and standards for higher level specification items apply to all subordinate specification items, e.g., Specification Item 3 standards apply to all firm fixed priced specification items. Specification Item 3.1 is applicable to all 3.1 subordinate specification items. Specification Items 3.2 and 3.3 are not considered subordinate to 3.1. All costs associated with Annexes 1 and 2 and Specification items 1 and 2 must be priced and distributed within Specification Item 3 of Annexes 3 through 18.
1.10	Navy PBSA Approach	The Navy's approach to performance-based service acquisition (PBSA) includes four component parts which are 1) performance outcomes, 2) measurable standards, 3) consideration of incentives, and 4) performance assessment plan.
1.11	Technical Proposal Certification	The Contractor warrants that its proposal incorporated herein by reference will meet or exceed the performance objectives set forth in this contract.

0200000 – Management and Administration	
Table of Contents	
Spec Item	Title
2	Management and Administration
2.1	Definitions and Acronyms
2.2	General Information
2.2.1	Government Regular Working Hours
2.2.1.1	Observed Federal Holidays
2.2.1.2	Restriction to Contractor Working Hours
2.2.2	Wage Determinations
2.2.3	Requirements Hierarchy
2.3	General Administrative Requirements
2.3.1	Required Conferences and Meetings
2.3.2	N/A
2.3.3	Partnering
2.3.3.1	Informal Partnering
2.3.3.2	Contract Partnering Administration
2.3.3.3	Contract Partnering Session Attendees
2.3.4	Permits and Licenses
2.3.5	Insurance
2.3.5.1	Certificate of Insurance
2.3.5.2	Minimum Insurance Amounts

0200000 – Management and Administration	
Table of Contents	
Spec Item	Title
2.3.6	Protection of Government Property
2.3.7	N/A
2.3.8	Directives, Instructions, and References
2.3.9	Invoicing Procedures
2.3.10	Forms
2.4	N/A
2.4.1	N/A
2.4.2	N/A
2.4.3	N/A
2.4.4	N/A
2.4.5	N/A
2.5	Contractor-Furnished Items
2.6	Management
2.6.1	Work Reception
2.6.2	Work Control
2.6.3	Work Schedule
2.6.4	Deliverables
2.6.5	Service Interruptions
2.6.6	Government's Computerized Maintenance Management Systems (CMMS)
2.6.7	Quality Management System (QMS)
2.6.7.1	Quality Management (QM) Plan
2.6.7.2	Quality Inspection and Surveillance
2.6.7.3	Quality Inspection and Surveillance Report
2.6.8	Property Management Plan
2.6.9	N/A
2.7	Personnel Requirements
2.7.1	Key Personnel
2.7.1.1	Project Manager (PM)
2.7.1.2	Quality Manager
2.7.1.3	Site Safety and Health Officer (SSHO)
2.7.1.4	N/A
2.7.2	Employee Requirements
2.7.2.1	Employee Certification and Training
2.7.2.2	Employee Appearance
2.7.2.3	Employee Conduct
2.7.2.4	Identification as Contractor Employee
2.7.2.5	Removal of Employees
2.7.2.6	Proof of Legal Residency
2.7.3	Enterprise-wide Contractor Manpower Reporting Application (eCMRA)
2.8	Security Requirements
2.8.1	Employee Listing
2.8.2	Vehicles
2.8.3	Passes and Badges
2.8.4	Access to Installation
2.8.4.1	NCACS Program
2.8.4.2	One-Day Passes
2.8.5	N/A

0200000 – Management and Administration	
Table of Contents	
Spec Item	Title
2.8.6	N/A
2.8.6.1	N/A
2.8.7	Security Clearances
2.8.8	N/A
2.8.9	Employee Status
2.9	Contractor Safety Program
2.9.1	Accident Prevention Plan (APP)
2.9.2	Activity Hazard Analysis (AHA)
2.9.3	Occupational Risk and Compliance Plans
2.9.3.1	N/A
2.9.3.2	N/A
2.9.3.3	Alcohol and Drug Abuse Prevention Plan
2.9.3.4	N/A
2.9.3.5	Chemical Hazard Communication Program
2.9.3.6	N/A
2.9.3.7	N/A
2.9.3.8	N/A
2.9.3.9	Emergency Response Plans
2.9.3.10	N/A
2.9.3.11	N/A
2.9.3.12	N/A
2.9.3.13	N/A
2.9.3.14	N/A
2.9.3.15	N/A
2.9.3.16	N/A
2.9.3.17	N/A
2.9.3.18	N/A
2.9.3.19	N/A
2.9.3.20	Site Sanitation Plan
2.9.3.21	N/A
2.9.3.22	N/A
2.9.4	Accident and Damage Reporting
2.9.4.1	Accident Reporting and Notification Criteria
2.9.5	Fire Protection
2.9.6	Monthly On-Site Labor Report
2.9.7	OSHA Citations and Violations
2.9.8	Safety Inspections and Monitoring
2.9.9	Safety Certification
2.9.10	Safety Apparel on Jobsites
2.10	Environmental Management and Sustainability
2.10.1	N/A
2.10.1.1	N/A
2.10.1.2	N/A
2.10.2	Environmental Protection
2.10.2.1	N/A
2.10.2.2	Non-Hazardous Waste Disposal
2.10.2.3	Hazardous Waste Disposal
2.10.2.4	Spill Prevention, Containment, and Clean-up

0200000 – Management and Administration	
Table of Contents	
Spec Item	Title
2.10.2.5	Hazardous Material Management
2.10.2.6	Protection of Endangered and Threatened Species (Flora and Fauna)
2.10.2.7	Noise Control
2.10.2.8	Salvage
2.10.2.9	Asbestos Containing Material (ACM)
2.10.3	N/A
2.10.3.1	N/A
2.10.3.2	Use of Recovered Materials
2.10.3.3	N/A
2.11	Disaster Preparedness
2.12	N/A
2.13	Warranty Management
2.14	FFP Work Procedures
2.14.1	Notification to the Government for Work Above the FFP Limitations
2.14.2	FFP Exhibit Line Item Numbers (ELINs)
2.14.3	N/A
2.14.3.1	N/A
2.14.3.2	N/A
2.14.3.3	N/A
2.15	IDIQ Work
2.15.1	Unit Priced Task (UPT) Work (Non-Negotiated)
2.15.1.1	Acceptance and Performance
2.15.1.2	Invoicing and Receiving Payment
2.15.2	Unit Priced Labor (UPL) Work (Negotiated)
2.15.2.1	IDIQ Preparation of Proposals
2.15.2.1.1	Labor Requirements
2.15.2.1.2	Material and Equipment Requirements
2.15.2.2	Issuance of Final Task Order
2.15.3	IDIQ ELINS

1503030 – Integrated Solid Waste Management	
Table of Contents	
Spec Item	Title
1	General Information
1.1	Concept of Operations
2	Management and Administration
2.1	Definitions and Acronyms
2.2	Personnel
2.2.1	Certification, Training, and Licensing
2.3	Special Requirements
2.3.1	Recyclable Accounting
2.3.2	Weight Tickets (Non-Recyclable)
2.3.3	Permits and Licenses
2.4	References and Technical Documents
3	FFP Work
3.1	Solid Waste Collection
3.1.1	Residential
3.1.1.1	General Household Waste
3.1.1.2	Recyclable Waste
3.1.1.3	Bulky Items
3.1.2	Non-Residential
3.1.2.1	General Waste
3.1.2.2	Recyclable Waste
3.1.2.3	Bulky Waste
3.1.2.4	Foreign Port Origin Waste
3.2	Solid Waste Disposal
3.2.1	Non-Recyclable
3.2.2	Recyclable
3.2.3	Foreign Port Origin Waste
3.3	Vehicles and Equipment
3.4	Solid Waste Containers
3.4.1	Refuse
3.4.2	Recyclable
3.4.3	Residential
3.4.4	Foreign Port Origin
3.5	Compactors and Containers
4	IDIQ Work

1503030 - Integrated Solid Waste Management		
Spec Item	Title	Description
1	General Information	The Contractor shall provide all labor, management, supervision, tools, material, and equipment required to perform refuse collection, disposal and recycling at Naval Station, Naval Undersea Warfare Center, Naval War College, Naval Health Clinic New England, at Newport Rhode Island.
1.1	Concept of Operations	<p>The intent of 1503030 Integrated Solid Waste Management is to specify the requirements related to the collection and disposal of solid waste and recyclable materials.</p> <p>The Contractor shall perform their duties under the “Performance Based” Contracting requirements. All work will be followed under the Firm Fixed Price (FFP) and IDIQ sections of the awarded contract. The Firm Fixed Price section is arranged in an Annex/Sub-annex type of work. All work will be guided by those annexes. The other type of work is IDIQ; IDIQ work is work outside the FFP but is mirrored after it. All IDIQ work must be funded by the Command requesting the task. Government Purchase Card (GPC) work can be ordered off of the IDIQ work, only if the awarded contract has EMALL capabilities or a Task order has been issued to the FMFS Office. However the inspection of said work will be the responsibility of the ordering official, not the NAVFAC, PWD, FMFS Office.</p> <p>The following services are not included in this Template:</p> <ul style="list-style-type: none"> ... Waste removal from inside buildings and service locations to waste collection points. This is included in 1503010, Custodial.

1503030 - Integrated Solid Waste Management		
Spec Item	Title	Description
2	Management and Administration	
2.1	Definitions and Acronyms	Definitions and Acronyms are listed in J-1503030-01 .
2.2	Personnel	The Contractor shall provide personnel with the qualifications, technical knowledge, experience and skills required for efficient operations within the Integrated Solid Waste Management function.
2.2.1	Certification, Training, and Licensing	N/A
2.3	Special Requirements	N/A
2.3.1	Recyclable Accounting	The Contractor shall submit receipts denoting the date, type and quantity of material recycled. The Contractor shall submit receipts of revenue generated by sale of recyclable materials. The Contractor shall submit Defense Reutilization management Office (DRMO) receipts. Submit all Revenue Receipts per Section F with the Contractor's monthly invoice.
2.3.2	Weight Tickets (Non-Recyclable)	Individual weight tickets denoting the date, type of truck or container, and tonnage disposed shall be submitted per Section F with the Contractor's monthly invoice. The Contractor shall also provide the total tabulated tonnage disposed during the month.
2.3.3	Permits and Licenses	Within 15 calendar days after contract award, the Contractor shall submit copies of disposal permits or other written documentation of approval and suitability of landfill or other final disposal methods.
2.4	References and Technical Documents	References and Technical Documents are listed in J-1503030-02 .

1503030 - Integrated Solid Waste Management				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
3	FFP Work	The Contractor shall provide refuse collection, disposal and recycling services to ensure refuse and recyclables are properly collected and disposed.		<p>Refuse and recyclables are properly collected and disposed</p> <p>Pickups are scheduled at the minimum number that will prevent waste container overflow.</p> <p>Recycling is performed to reduce solid waste volume.</p>
3.1	Solid Waste Collection	The Contractor shall provide collection of residential, commercial, and industrial solid wastes to ensure refuse and recyclables are properly collected.	<p>The Contractor shall develop and submit a schedule that has been optimized for solid waste collection per Section F.</p> <p>The Contractor shall submit changes to the solid waste collection schedule in writing to the KO for approval.</p> <p>If the scheduled collection day falls on an observed holiday, pickup shall be on the following work day.</p> <p>The Contractor shall collect and dispose of any spillage. Descriptions and locations of waste containers are shown in Maps and Locations as provided in J-1503030-03.</p> <p>Informational Note: The Government has found on previous contracts that solid waste collection at the frequencies listed in the Frequency Historical Data as provided in J-1503030-04 has maintained services at an acceptable level.</p>	<p>Commercial and industrial solid wastes are collected per the Contractor's schedule.</p> <p>Waste collection areas are free of waste following collection operations.</p> <p>All Compactors shall be steamed cleaned before returned to site. All containers shall be free of all pests (i.e. Bees nest etc...) before being returned to site.</p>
3.1.1	Non-Residential	The Contractor shall remove non-residential waste from containers to ensure refuse and recyclables are properly collected	The Contractor shall return each waste container to its original location.	Non-Residential waste is removed from waste collection areas per the Contractor's schedule.

1503030 - Integrated Solid Waste Management				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
3.1.1.1	General Waste	The Contractor shall remove general waste from containers to ensure refuse is properly collected.		General waste is removed from waste collection areas per the Contractor's schedule. Containers are returned to an upright position and lids are secured.
3.1.1.2	Recyclable Waste	The Contractor shall remove recyclable waste to ensure it is properly collected.	The Contractor shall provide the "Single Streaming" method of collection	Recyclable waste is removed from waste collection areas per the Contractor's schedule. Containers are returned to an upright position and lids are secured.
3.1.1.3	Bulky Items	The Contractor shall remove bulky items to ensure they are properly collected.	Bulky items include small appliances, furnishings, debris and other boxed or bagged waste outside of a container but in a waste deposit area.	Bulky items are removed from waste collection areas per the Contractor's schedule.
3.1.1.4	Foreign Port Origin Waste	The Contractor shall remove foreign port origin waste to ensure it is properly collected.	The Government will provide at least 24 hours notice of the location, date, and time or the required collection to the Contractor.	Foreign port origin waste is removed from designated locations within four hours of the specified collection time. Foreign port origin waste is collected in accordance with all local requirements.
3.2	Solid Waste Disposal	The Contractor shall dispose of residential, commercial, and industrial solid waste to ensure compliance with all applicable local, state, and federal laws and regulations.	All fees associated with disposal shall be paid by the Contractor. Open burning is prohibited and is not an authorized means of solid waste disposal. The Contractor shall collect and dispose of any spillage.	Solid waste disposal complies with all applicable local, state, and federal laws and regulations.
3.2.1	Non-Recyclable	The Contractor shall dispose of non-recyclable solid waste to ensure compliance with all applicable	Prior to disposal, all solid wastes shall be sorted to remove recyclable materials. The Contractor shall comply	Solid waste disposal complies with all applicable local, state, and federal laws and regulations.

1503030 - Integrated Solid Waste Management				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
		local, state, and federal laws and regulations.	with treatment procedures for all foreign port origin waste prior to disposal in accordance with local policy as listed in References and Technical Documents in J-1503030-05 .	
3.2.2	Recyclable	The Contractor shall recycle solid waste to ensure compliance with the installation's waste reduction policy.	The Contractor shall process listed recyclables Income generated from the sale of recyclable material shall be returned to the Government.	Solid waste is recycled in accordance with installation policy.
3.3	Vehicles and Equipment	The Contractor shall maintain vehicles and equipment in a manner to ensure a clean appearance, minimal foul odors, and normal working condition.	The Contractor shall not clean vehicles and equipment on Government property.	Vehicles and equipment are clean, have minimal foul odors, and are maintained in normal working condition.
3.4	Solid Waste Containers	The Contractor shall provide containers suitable for the collection and disposal of solid waste.	The Contractor shall submit recommended changes to the size and location of solid waste containers in writing to the KO for approval. The Contractor's name and phone number shall be prominently displayed on each container. All doors, lids, hinges, rollers, breaking devices, and other moving parts shall be maintained to keep containers in normal working condition. Bent, damaged, leaking, rusting, and unsightly containers shall be repaired or replaced in a timely manner. The Contractor shall not clean containers on Government property. Containers shall be placed in waste collection areas as	All containers are of standard commercial-industrial grade and are clean, have minimal foul odors, and maintained in normal working condition.

1503030 - Integrated Solid Waste Management				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
			shown Locations provided in J-1503030-03	
3.4.1	Refuse	The Contractor shall provide containers suitable for the collection and disposal of refuse.	Containers shall be specifically designed for food waste and shall be leak-proof and rust-proof.	All containers are suitable for the collection and disposal of refuse. Containers do not leak.
3.4.2	Recyclables	The Contractor shall provide containers suitable for the collection and recycling of materials.	Containers shall be labeled with the type of recyclable material to be collected.	All containers are suitable for the collection and recycling of materials and correctly labeled.
3.5	Compactors and Containers	The Contractor shall provide compactors and containers suitable for the collection and disposal of solid waste.	<p>The Contractor shall make electrical connections to compactors in accordance with local policy.</p> <p>The Contractor shall maintain compactors and containers in accordance with the manufacturer's instructions. Compactors and containers provided by the Contractor shall be of the capacities specified in Locations provided in J-1503030-03, and specifically designed to handle commercial and industrial solid waste.</p>	<p>Compactors and containers are suitable for the collection and disposal of solid waste.</p> <p>Compactors and containers are of standard commercial-industrial grade and in normal working condition.</p> <p>All Compactors shall be steamed cleaned before returned to site. All containers shall be free of all pests (i.e. Bees nest etc...) before being returned to site.</p>

1503030 - Integrated Solid Waste Management				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
4	IDIQ Work	IDIQ work may be ordered utilizing DoD EMALL in accordance with Section H or on a task order in accordance with the PROCEDURES FOR ISSUING ORDERS clause in Section G. The order will specify the exact locations and types of work to be accomplished. The period of performance will be specified in each order.	Refer to IDIQ ELINs for task listings, descriptions, and related requirements. All periods of performance are measured from issue date of order to acceptance of the work. Performance standards for IDIQ work will be the same as those in Spec Item 3 where applicable.	

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-16	Commercial and Government Entity Code Reporting	JUL 2015
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2015
52.209-7	Information Regarding Responsibility Matters	JUL 2013
52.216-18	Ordering	OCT 1995
52.216-19	Order Limitations	OCT 1995
52.232-18	Availability Of Funds	APR 1984
52.237-1	Site Visit	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	SEP 2015
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7006	Wide Area WorkFlow Payment Instructions	MAY 2013

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2015)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

- (i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.
- (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.
- (2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:
- (i) ASSIST (<https://assist.dla.mil/online/start/>).
- (ii) Quick Search (<http://quicksearch.dla.mil/>).
- (iii) ASSISTdocs.com (<http://assistdocs.com>).
- (3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--
- (i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.
- (4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.
- (j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.
- (k) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

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

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

Offeror shall submit a technical narrative that demonstrates capability to provide services to meet the performance requirements/qualification requirements. Offeror's technical proposal shall be no longer than twenty pages (double sided pages count as two).

- ... Offeror's technical narrative shall address how the contractor will remove daily solid waste in accordance with Spec Item 3.1 & attachment J-1503030-02 taking into consideration weight receipt requirements addressed in Spec Item 2.3.2 & attachment J-1503030-05.
- ... Technical narrative will address contractor's capability to provide all containers as listed in Section J-1503030-02 within three weeks of date of award. Anticipated Base Year Performance Period of 04/04/2016 through 04/03/2017.
- ... Utilizing the Corporate Experience form (Attachment A), the offeror shall provide a minimum of 1 and a maximum of 5 Refuse collection, disposal and recycling contracts performed, as the prime, within the past 3 years, including current (on-going) contracts.

Basis of Evaluation:

The basis of evaluation will include the Offeror's demonstrated experience and depth of experience in performing relevant projects as defined in the solicitation. The assessment of the Offeror's relevant experience will be used as a means of evaluating the capability of the Offeror to successfully meet the requirements of the RFP. The Government will only review five projects. Any projects submitted in excess of the five (5) will not be considered.

Factor #2 Past Performance

Provide a minimum of 1 and a max of 5 contracts similar in size, scope and complexity to this solicitation completed during the past 3 years and all contracts currently in process must be provided. Contracts listed may

include those entered into by the Federal Government, agencies of state and local governments and commercial customers. Provide the information on the Past Performance Form (Attachment B) for each contract. The prime contractor will not be found acceptable on the basis of the subcontractor's experience only.

The evaluation of past performance will include the contractor's history of reasonable and cooperative behavior, commitment to customer satisfaction, record of conforming to applicable law and industry standards, quality of workmanship, record of recommending and/or implementing innovative approaches and/or technologies; record of controlling costs; safety performance record, and adherence to schedules.

The Government reserves the right to contact any other sources of information that may have knowledge or information on an offeror's relevant past performance history.

IF A COMPLETED CPARS EVALUATION IS AVAILABLE, IT SHALL BE SUBMITTED WITH THE PROPOSAL. IF THERE IS NOT A COMPLETED CPARS EVALUATION, the Past Performance Questionnaire (PPQ) included in the solicitation is provided for the offeror or its team members to submit to the client for each project the offeror includes in its proposal for Factor (insert applicable factor number, usually Factor 1, and insert factor title, usually Corporate Experience). AN OFFEROR SHALL NOT SUBMIT A PPQ WHEN A COMPLETED CPARS IS AVAILABLE.

IF A CPARS EVALUATION IS NOT AVAILABLE, ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQs should be submitted with your proposal. If the offeror is unable to obtain a completed 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 B), 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, Pamela Waller, via email at pamela.waller@navy.mil prior to proposal closing date. Offerors shall not incorporate by reference into their proposal PPQs or CPARS previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

Also include performance recognition documents received within the last (3) 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 evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PIIRS) 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), Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), 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.

Basis of Evaluation:

The degree to which past performance evaluations and all other past performance information reviewed by the Government (e.g., PIIRS, Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), performance recognition documents, and information obtained from 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.);

- Recency of tasks performed that are identical to, similar to, or related to the task at hand; and
- A respect for stewardship of Government funds

Factor #3 Safety

The Offeror shall submit the following information: (For a partnership or joint venture, the following submittal requirements are required for each contractor who is part of the partnership or joint venture; however, only one safety narrative is required. EMR and DART Rates shall not be submitted for subcontractors.)

(1) Experience Modification Rate (EMR): For the three previous complete calendar years 2012, 2013 and 2014, submit your EMR (which compares your company's annual losses in insurance claims against its policy premiums over a three year period). If you have no EMR, affirmatively state so, and explain why. Any extenuating circumstances that affected the EMR and upward or downward trends should be addressed as part of this element. Lower EMRs will be given greater weight in the evaluation.

(2) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate: For the three previous complete calendar years 2012, 2013 and 2014, submit your OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate, as defined by the U.S. Department of Labor, Occupational Safety and Health Administration. If you cannot submit an OSHA DART Rate, affirmatively state so, and explain why. Any extenuating circumstances that affected the OSHA DART Rate data and upward or downward trends should be addressed as part of this element. Lower OSHA DART Rates will be given greater weight in the evaluation.

(3) Technical Approach for Safety: Describe the plan that the Offeror will implement to evaluate safety performance of potential subcontractors, as a part of the selection process for all levels of subcontractors. Also, describe any innovative methods that the Offeror will employ to ensure and monitor safe work practices at all subcontractor levels. The Safety Narrative shall be limited to two pages.

Basis of Evaluation:

The Government is seeking to determine that the Offeror has consistently demonstrated a commitment to safety and that the Offeror plans to properly manage and implement safety procedures for itself and its subcontractors. The Government will evaluate the Offeror's overall safety record, the Offeror's plan to select and monitor subcontractors, any and innovative safety methods that the Offeror plans to implement for this procurement. The Government's sources of information for evaluating safety may include, but are not limited to, OSHA, NAVFAC's Facility Accident and Incident Reporting (FAIR) database, and other related databases. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete safety information regarding these submittal requirements rests with the Offeror. The evaluation will collectively consider the following:

- Experience Modification Rate (EMR)
- OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate
- Offeror Technical Approach to Safety
- Other sources of information available to the Government

(1) Experience Modification Rate (EMR): The Government will evaluate the EMR to determine if the Offeror has demonstrated a history of safe work practices taking into account any upward or downward trends and extenuating circumstances that impact the rating. Lower EMRs will be given greater weight in the evaluation.

(2) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate: The Government will evaluate the OSHA DART Rate to determine if the Offeror has demonstrated a history of safe

work practices taking into account any upward or downward trends and extenuating circumstances that impact the rates. Lower OSHA DART Rates will be given greater weight in the evaluation.

(3) Technical Approach to Safety: The Government will evaluate the narrative to determine the degree to which subcontractor safety performance will be considered in the selection of all levels of subcontractors on the upcoming project. The Government will also evaluate the narrative to determine the degree to which innovations are being proposed that may enhance safety on this procurement. Those Offerors whose plan demonstrates a commitment to hire subcontractors with a culture of safety and who propose innovative methods to enhance a safe working environment may be given greater weight in the evaluation.

Factor #3 Price

The Offeror shall submit a price proposal for the base and all option periods. 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 market survey results.

Proposals will be evaluated for completeness and reasonableness as follows:

(a) Completeness. All pricing information required by the solicitation has been provided, all mathematic computations are correct and the pricing application understood, prices are on an "all or none" basis, and failure to submit a price on an item or a number of items may cause this factor and the entire offer to be determined unacceptable.

(b) Reasonableness. Price analysis comparisons indicate the offered price to be fair and reasonable, balanced across option years, and balanced between fixed-price and IDIQ items.

Unreasonable, unbalanced or incomplete pricing may cause a proposal to be determined unacceptable.

Technical is equal to past performance, and when combined, is 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)

The offeror shall complete only paragraphs (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 its stock 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 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) *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 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 representation 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 SAM.]*

(c) Offerors must complete the following representations when the resulting contract is to 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: 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.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

[The offeror shall check the category in which its ownership falls]:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

(d) 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 to the Equal Opportunity clause of this solicitation; 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 parts 60-1 and 60-2), or

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

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

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

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

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
—	—
—	—
—	—

[List as necessary]

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

(g)

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

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

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

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

LINE ITEM NO.	COUNTRY OF ORIGIN
—	—
—	—
—	—

[List as necessary]

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

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
—	—
—	—
—	—

[List as necessary]

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

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* 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.* 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 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 the offeror and/or any of its principals--

- (1) [____] 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 \$3,500 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. §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. §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. §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 Product

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.

(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 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;

(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 \$3,500 with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50(U.S.C. 1701 et seq.) (see OFAC’s Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

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

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

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

Immediate owner CAGE code: ____

Immediate owner legal name: ____

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

[____] Yes or [____] No.

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

Highest level owner CAGE code: ____

Highest level owner legal name: ____

(Do not use a “doing business as” name)

(End of Provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 2015)

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

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

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

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

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

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

____ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

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

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

____ (5) [Reserved]

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

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

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

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

___ (10) [Reserved]

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

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

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

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

___ (13) [Reserved]

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

___ (ii) Alternate I (NOV 2011).

___ (iii) Alternate II (NOV 2011).

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

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

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

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

___ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)).

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

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

___ (iv) Alternate III (Oct 2015) of 52.219-9.

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

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

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

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

- X (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).
- ____ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (July 2013) (15 U.S.C. 637(m)).
- ____ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (July 2013) (15 U.S.C. 637(m)).
- X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ____ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 3126).
- X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- X (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- X (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).
- X (31) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212).
- X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ____ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- X (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ____ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ____ (36) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- ____ (ii) Alternate I (OCT 2015) of 52.223-13.
- ____ (37)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- ____ (ii) Alternate I (Jun 2014) of 52.223-14.
- ____ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ____ (39)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- X (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).
- X (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
- X (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- X (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- _____ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).
- _____ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).
- _____ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).
- _____ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).
- _____ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).
- _____ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

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

(viii) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212).

(ix) 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.

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

(xi) _____ (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

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

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

(xviii) 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)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the latest completion date of the task orders issued.

(End of clause)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Naval Facilities Engineering Command
Mid-Atlantic Acquisition, Bldg. Z-140
9324 Virginia Avenue
Norfolk, Virginia 23511-3095

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<https://www.acquisition.gov/>

(End of clause)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontracts under this contract. If the Contractor under this contract prepares or assists in preparing a statement of work, specifications and plans, the Contractor and its affiliates shall be ineligible to bid or participate, in any capacity, in any contractual effort which is based on such statement of work or specifications and plans as a prime contractor, subcontractor, consultant or in any similar capacity. The Contractor shall not incorporate its products or services in such statement of work or specification unless so directed in writing by the Contracting Officer, in which case the restriction shall not apply. This contract shall include this clause in its subcontractor's or consultants' agreements concerning the performance of this contract.

5252.216-9310 COMBINATION FIRM FIXED-PRICE/INDEFINITE QUANTITY CONTRACT (MAR 2002)

(a) This is a combination firm fixed-price/indefinite quantity contract for the supplies or services specified, and effective for the period stated in the Schedule and any accompanying exhibits. Work items for the fixed-price portion are identified in the Schedule and any accompanying exhibits and include all work except that identified as Indefinite Quantity. The fixed-price quantities shown in the Schedule and any accompanying exhibits are considered to be accurate estimates for this contract period.

(b) Work items for the indefinite quantity portion of the contract are identified in the Schedule and any accompanying exhibits. The quantities of supplies and services specified in accompanying exhibits and the Schedule as Indefinite Quantity are estimates only and may be ordered by issuance of separate task orders.

(c) Delivery or performance shall be made only as authorized by orders issued in accordance with FAR clause 52.216-18. Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule and any accompanying exhibits up to the contract stated maximum. The minimum guarantee of work to be ordered is the firm fixed-price portion of the contract.

(d) Except for any limitations on quantities in FAR clause 52.216-19, in the Schedule, and in any accompanying exhibits, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(e) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period. (End of clause)

5252.217-9301 OPTION TO EXTEND THE TERM OF THE CONTRACT – SERVICES (JUN 1994)

(a) The Government may extend the term of this contract for a term of one (1) to twelve (12) months by written notice to the Contractor within the performance period specified in the Schedule; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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