

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   136	
2. CONTRACT NO.		3. SOLICITATION NO. N40085-16-R-5005	4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 22 Jan 2016	6. REQUISITION/PURCHASE NO. ACQR4081470		
7. ISSUED BY NAVFAC MID ATLANTIC PWD GREAT LAKES 310 B STREET GREAT LAKES IL 60088-2801			CODE N40085	8. ADDRESS OFFER TO (If other than Item 7)		CODE	
			<b>See Item 7</b>		TEL:	TEL:	
					FAX:	FAX:	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in \_\_\_\_\_ until \_\_\_\_\_ local time \_\_\_\_\_ (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME PATRICIA B. BORJA	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 847-688-5395 X247	C. E-MAIL ADDRESS patti.borja@navy.mil
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### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)			
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
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### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN	ITEM
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	BASE PERIOD 04/01/2106 - 12/31/2016 FFP BASE WIDE HVAC FILTER AND WATER FILTRATION MAINTENANCE, NAVAL STATION GREAT LAKES, IL FOB: Destination PURCHASE REQUEST NUMBER: ACQR4081470				
					_____
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	OPTION YR 01 - 01/01/2017 - 12/31/2017 FFP BASE WIDE HVAC FILTER AND WATER FILTRATION MAINTENANCE, NAVAL STATION GREAT LAKES, IL FOB: Destination PURCHASE REQUEST NUMBER: ACQR4081470				
					_____
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	OPTION YR 02 01/01/18 - 12/31/18 FFP BASE WIDE HVAC FILTER AND WATER FILTRATION MAINTENANCE, NAVAL STATION GREAT LAKES, IL FOB: Destination PURCHASE REQUEST NUMBER: ACQR4081470				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	OPTION YR 03 01/01/19 - 12/31/19 FFP BASE WIDE HVAC FILTER AND WATER FILTRATION MAINTENANCE, NAVAL STATION GREAT LAKES, IL FOB: Destination PURCHASE REQUEST NUMBER: ACQR4081470				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	OPTION YR 04 01/01/20 - 12/31/20 FFP BASE WIDE HVAC FILTER AND WATER FILTRATION MAINTENANCE, NAVAL STATION GREAT LAKES, IL FOB: Destination PURCHASE REQUEST NUMBER: ACQR4081470				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
9000	FFP ALL LINE ITEMS INCLUDED IN ELIN SCHEDULE. APPROVED ELIN PRICING WILL BE INCORPORATED INTO AWARD FOB: Destination PURCHASE REQUEST NUMBER: ACQR4081470				

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NET AMT

Section C - Descriptions and Specifications

SPECIFICATIONS

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Spec Item	Title
1	General Information
1.1	Facility Investment General Intent
2	Management and Administration
2.1	Definitions and Acronyms
2.2	Personnel
2.3	Workmanship and Material Standards
2.4	Records and Reports
3	Recurring Work
3.1	Filter Maintenance
3.1.1	Type "C" (Permanent) Air Filters
3.1.2	All Other Air Filters
3.2	Water Filter Replacement/Maintenance
4	Non Recurring Work

<b>1502000 – Facility Investment</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
1	General Information	The Contractor shall provide all labor, management, supervision, tools, material, and equipment required to perform Filter Maintenance services for facilities at Great Lakes Naval Training Station, Great Lakes.
1.1	Facility Investment General Intent	<p>The intent of 1502000 Facility Investment is to specify the requirements for the Sustainment, Restoration and Modernization (SRM) sub-functions only. The SRM requirements within this sub-annex primarily consist of infrastructure sustainment and minimal restoration and modernization work. Sustainment is the maintenance and repair necessary to keep an inventory of facilities and other assets in good working order. Restoration and modernization normally consists of major rehabilitation and capital improvements that is accomplished through other Navy programs. Some major repair, minor construction and stand-alone demolition may be accomplished as part of sustainment.</p> <p>The Contractor shall perform filter maintenance for the following:</p> <p>Building Equipment and Systems</p> <ul style="list-style-type: none"> <li>-Air Filters</li> <li>-Water Filters/Cartridges and Maintenance</li> </ul>

<b>1502000 – Facility Investment</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
2	Management and Administration	
2.1	Definitions and Acronyms	
2.1.1	ANSI	American National Standards Institute
2.1.2	ASHRAE	American Society Heating, Refrigerating and Air Conditioning Engineers
2.1.3	Clean	Clean shall be defined as free of dirt, dust, spots, streaks, stains, smudges, litter, debris, or other foreign residue
2.1.4	Space	A space or and area where equipment is located which requires filters to be changed and the area cleaned at the completion of each visit to the location
2.2	Personnel	The Contractor shall provide personnel with the qualifications, technical knowledge, experience and skills required for efficient operation, maintenance and repair within the function of replacing and cleaning filters.
2.3	Workmanship and Material Standards	<p>The Contractor shall be responsible for maintaining all filters, identified in this technical sub-annex, to a standard that prevents deterioration beyond that which results from normal wear and tear and corrects deficiencies in a timely manner to assure full life expectancy of the systems, and equipment serviced by the filters. Best commercial practices shall be applied in the performance of work. All work shall be completed per approved and accepted industry and equipment manufacturers' standards and shall comply with building and safety codes, applicable activity, local, state, and federal regulations, and other technical requirements identified within this technical sub-annex.</p> <p>Workmanship for maintenance and repair shall include all work necessary to complete filter maintenance. Upon completion of work, the Contractor shall ensure all filters, systems, and equipment are free of missing components or defects (associated with the filters) which would affect the safety, appearance, or habitability of the facilities and structures or would prevent any electrical, mechanical, plumbing or structural system from functioning in accordance with design intent.</p> <p>The Contractor shall not allow debris to spread unnecessarily into adjacent areas nor accumulate in the work area. All such debris, excess material, and parts shall be cleaned up and removed at the completion of the job and at the end of each day work is in progress. Upon completion of work, any stains and other unsightly marks shall be removed.</p>
2.4	Records and Reports	Records and reports are listed in Section F of the solicitation. The Contractor shall submit accurate and complete documents within the required timeframes.

<b>1502000 – Facility Investment</b>				
<b>Spec Item</b>	<b>Title</b>	<b>Performance Objective</b>	<b>Related Information</b>	<b>Performance Standard</b>
3	Recurring Work	The Contractor shall provide filter maintenance to ensure the filters are fully functional and operational.	<p>The current air/water filter inventory and schedule for filters maintenance is provided in J-1502000-01/1a.</p> <p>The Contractor shall replace water and deionization filters for Buildings 237 and 1017 for BUMED. These are proprietary water filtration systems and require manufacturer's filters only. No replacement filters are to be used. Inventory and schedule for replacement of these filters is listed in J-1502000-01a.</p> <p>The Station map is provided in J-1502000-02.</p> <p>J-1502000-03 provides the filter maintenance schedule codes.</p> <p>The work will consist of development and implementation of a filter maintenance schedule.</p> <p>The KO may request a report at any time on the status of any work and the Contractor shall provide the detailed report within 24 hours.</p>	Filters are in an operable condition and allow the equipment and systems to function properly in accordance with specified standards, and as they were designed to function.
3.1	Air Filter Maintenance	The Contractor shall perform filter maintenance work in a timely manner and ensure the filters are in a safe, operable condition and function properly.	<p>At a minimum, replacement filters shall conform to the filter specifications shown in J-1502000-01.</p> <p>The Contractor shall maintain sufficient materials and equipment on hand to support work requirements. Lack of availability of material or equipment will not relieve the Contractor from the requirement to complete the work within the time limits specified.</p> <p>The Contractor shall maintain an up to date air filter maintenance record at each air handler, attached to the air handler in a manner acceptable to the KO. All air filter</p>	<p>Filters are maintained within the specified time.</p> <p>Filters are in an operable condition and function properly in accordance with OEM specifications.</p> <p>Work is accomplished per Spec Item 2.3, Workmanship and Material Standards.</p> <p>When filter maintenance is complete there is no any hazard or danger to personnel, equipment or</p>

<b>1502000 – Facility Investment</b>				
<b>Spec Item</b>	<b>Title</b>	<b>Performance Objective</b>	<b>Related Information</b>	<b>Performance Standard</b>
			<p>changes shall be documented on this maintenance record. At a minimum the information shall include day/month/year, and the initials of the technician performing the work the filter maintenance. Forms for this documentation shall be provided by the Contractor and submitted for approval by the KO prior to use on this contract.</p> <p>The Contractor shall replace all missing and broken hardware, filter clips, and holding devices used to obtain a filter operation that meets industrial standards, OEM specifications, and the design intent.</p> <p>Within 15 days after contract award the Contractor shall provide a sample (and documentation to the satisfaction of the Contracting Officer) for each type of filter (except Government Furnished) that the Contractor proposes to use for on this contract. No filters may be used by the Contractor on this contract until the Contracting Officer has approved the filters. Samples and documentation may not be returned to the Contractor. The Contractor shall submit samples per the requirement in section F.</p>	system.
3.1.1	Type “C” (Permanent) Air Filters	The Contractor shall replace Type “C” (permanent) air filters for systems, and equipment to ensure systems, and equipment are restored to a safe, clean, operable condition with a clean Type “C” (permanent) air filter and all associated hardware for the filter(s) are in place and working properly.	<p>The Contractor shall remove the in place (dirty) air filter; clean the filter racks, filter box, and the immediate working area. After correcting all deficiencies surrounding the air filter the Contractor shall install clean (reprocessed) filter(s).</p> <p>The Contractor shall clean all dirty filters at their cleaning facility established for cleaning (reprocessing) Type “C” (permanent) air filters.</p> <p>Filter(s) shall be cleaned in</p>	<p>Filters are maintained in accordance with the approved filter maintenance schedule and submitted work schedules.</p> <p>Filters are in an operable condition and function properly in accordance with OEM specifications.</p> <p>Work is accomplished per Spec Item 2.3, Workmanship and</p>

<b>1502000 – Facility Investment</b>				
<b>Spec Item</b>	<b>Title</b>	<b>Performance Objective</b>	<b>Related Information</b>	<b>Performance Standard</b>
			<p>accordance with the filter manufacturers recommendations and instructions.</p> <p>The Contractor shall restore viscous filter coating in accordance with the filter manufacturers instructions.</p>	<p>Material Standards.</p> <p>When filter maintenance is complete there is no any hazard or danger to personnel, equipment or system.</p>
3.1.2	All Other Air Filters	The Contractor shall replace all air filters (except Type “C” permanent air filters) for systems, and equipment to ensure systems, and equipment are restored to a safe, clean, operable condition with a clean disposable air filter and all associated hardware and the filters are in place and working properly.	<p>The Contractor shall remove the filter(s), clean the air filter rack and air filter box, the immediate work area, and replace with new air filters(s) with the proper size and type as shown in J-1502000-01.</p> <p>Frames for disposable filters shall meet or exceed the Industrial Standards for construction, for the specifications indicated in J-1502000-04.</p> <p>The frame construction for type HIE filters, shall be moisture resistant beverage board that is treated for corrosion which utilizes internal wiring frame to prevent filter collapse and breakdown. The frame shall have integral diagonal support members to assure filter rigidity.</p> <p>Failure of the filters in any form is not acceptable and the Contractor shall replace failed filters as soon as they are identified at no additional cost to the Government. If any Contractor provided filter causes any damage to any system or equipment the Contractor shall make all repairs to the system or equipment at no additional cost to the Government.</p>	<p>Filters are maintained in accordance with the approved filter maintenance schedule and submitted work schedules.</p> <p>Filters are in an operable condition and function properly in accordance with OEM specifications.</p> <p>Work is accomplished per Spec Item 2.3, Workmanship and Material Standards.</p> <p>When filter maintenance is complete there is no any hazard or danger to personnel, equipment or system.</p>
3.2	Water Filter Replacement/ Maintenance	The Contractor shall perform water filter maintenance work in a timely manner and ensure the filters are in a safe, operable condition and	<p>The contractor shall perform Water Filters replacement at prescribed schedule as in J-1502000-01a.</p> <p>The Contractor shall maintain sufficient materials and equipment</p>	The Contractor shall perform filter maintenance work in a timely manner and ensure the filters are in a safe, operable condition and function properly.

<b>1502000 – Facility Investment</b>				
<b>Spec Item</b>	<b>Title</b>	<b>Performance Objective</b>	<b>Related Information</b>	<b>Performance Standard</b>
		function properly.	<p>on hand to support work requirements. Lack of availability of material or equipment will not relieve the Contractor from the requirement to complete the work within the time limits specified.</p> <p>The Contractor shall maintain an up to date water filter maintenance record at each Water system. All water filter changes shall be documented on this maintenance record. At a minimum the information shall include day/month/year, and the initials of the technician performing the work the filter maintenance. Forms for this documentation shall be provided by the Contractor and submitted for approval by the KO prior to use on this contract.</p> <p>The Contractor shall replace all missing and broken hardware, filter clips, and holding devices used to obtain a filter operation that meets industrial standards, OEM specifications, and the design intent.</p> <p>The Contractor shall use the recommended water filters as prescribed in Spec Item J-1502000-01a. These are the proprietary filters and shall be used.</p>	
4	Non Recurring Work	NA	NA	



Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
9000	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future

performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
9000	N/A	N/A	N/A	N/A

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.204-0006 Line Item Specific: Proration

SEP 2009

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2015
52.204-13	System for Award Management Maintenance	JUL 2013
52.204-14	Service Contract Reporting Requirements	JAN 2014
52.204-16	Commercial and Government Entity Code Reporting	JUL 2015
52.204-17	Ownership or Control of Offeror	NOV 2014
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2015
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	APR 2011
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009

52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.217-2	Cancellation Under Multiyear Contracts	OCT 1997
52.217-5	Evaluation Of Options	JUL 1990
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-14	Limitations On Subcontracting	NOV 2011
52.219-25 (DEV)	SMALL DISADVANTAGED BUSINESS (DEV)	DEC 2009
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards- Overtime Compensation	MAY 2014
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-26	Equal Opportunity	APR 2015
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 2015
52.222-38	Compliance With Veterans' Employment Reporting Requirements	SEP 2010
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	MAY 2014
52.222-44	Fair Labor Standards And Service Contract Labor Standards- Price Adjustment	MAY 2014
52.222-54	Employment Eligibility Verification	OCT 2015
52.223-1	Biobased Product Certification	MAY 2012
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	OCT 2015
52.227-1	Authorization and Consent	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	FEB 2013
52.229-4	Federal, State, And Local Taxes (State and Local Adjustments)	FEB 2013
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-13	Notice Of Progress Payments	APR 1984
52.232-14	Notice Of Availability Of Progress Payments Exclusively For Small Business Concerns	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984

52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JUL 2013
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	OCT 2015
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7006	Billing Instructions	OCT 2005
252.204-7008 (Dev)	Compliance with Safeguarding Covered Defense Information Controls	OCT 2015
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
252.215-7000	Pricing Adjustments	DEC 2012
252.215-7008	Only One Offer	OCT 2013
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.222-7007	Representation Regarding Combating Trafficking in Persons	JAN 2015
252.223-7001	Hazard Warning Labels	DEC 1991

252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Nov 2014)	NOV 2014
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7000	Non-estoppel	OCT 1966
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7009	Mandatory Payment by Governmentwide Commercial Purchase Card	DEC 2006
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7023	Continuation of Essential Contractor Services	OCT 2010
252.237-7024	Notice of Continuation of Essential Contractor Services.	OCT 2010
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.247-7023	Transportation of Supplies by Sea	APR 2014

CLAUSES INCORPORATED BY FULL TEXT

52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015)

(a) Definition.

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)--

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites--

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from

[http://www.ucop.edu/uc-whistleblower/files/dhsoig\\_poster.pdf](http://www.ucop.edu/uc-whistleblower/files/dhsoig_poster.pdf)

(Contracting Officer shall insert—

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million , except when the subcontract--

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) 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 IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) 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.

(d) 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.

(e) 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-----

(f) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\_\_\_ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

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

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for

Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the System for Award Management SAM database means that--

(1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record ``Active".

(b)(1) 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, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) 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 exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) 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.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

(End of clause)

#### 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561790.

(2) The small business size standard is \$7.5million.

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

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(  ) Paragraph (d) applies.

(  ) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
- (A) Are not set aside for small business concerns;
  - (B) Exceed the simplified acquisition threshold; and
  - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.
- (vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
  - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) 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 the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within 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 the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. 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.

FAR Clause	Title	Date	Change
-----	-----	-----	-----
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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 on SAM.

(End of provision)

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

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52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT  
(SEP 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of TBD per calendar day of delay [Contracting Officer insert amount].

(b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 04/01/2106 through 12/31/2020.

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \_\_\_\_\_ dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \_\_\_\_\_ dollars.

(End of clause)

52.216-25 CONTRACT DEFINITIZATION (OCT 2010)

(a) A ----- [insert specific type of contract] definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a ----- [insert specific type of proposal (e.g., fixed-price or cost-and-fee)] proposal, including data other than certified cost or pricing data, and certified cost or pricing data, in accordance with FAR 15.408, Table 15-2, supporting its proposal.

(b) The schedule for definitizing this contract is  [insert date] .

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) above, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by--

(i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with subparagraph (c)(1) above, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.217-6 OPTION FOR INCREASED QUANTITY (MAR 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

(End of clause)

##### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014) - ALTERNATE I (SEPT 2015)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561790.

(2) The small business size standard is \$7.5million.

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

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

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( \_\_\_ ) is, ( \_\_\_ ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( \_\_\_ ) is, ( \_\_\_ ) is not a women-owned small business concern.

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

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

(ii) It [ \_\_\_ ] is, [ \_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ---- \_\_\_ -----.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

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

(ii) It [ \_\_\_ ] is, [ \_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ----- \_\_\_ -----.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(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 change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( \_\_\_ ) is, ( \_\_\_ ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_ .) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(9) (Complete if offeror represented itself as disadvantaged in paragraph (c)(2) 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.

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

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

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

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

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

(End of provision)

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUN 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The Contractor will notify the NAVFAC Mid-Atlantic Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

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

Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at [www.dol.gov/ofccp/LGBT/LGBT\\_FAQs.html](http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html).

Segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at [www.dol.gov/ofccp/LGBT/LGBT\\_FAQs.html](http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html).

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

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

``Active duty wartime or campaign badge veteran," ``Armed Forces service medal veteran," ``disabled veteran," ``protected veteran," ``qualified disabled veteran," and ``recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

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

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

**THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION**  
Employee Class Monetary Wage-Fringe Benefits

(End of clause)

52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)

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

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means--

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

Commercially available off-the-shelf (COTS) item means--

(1) Any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person--

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of--

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

Severe forms of trafficking in persons means--

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Policy. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not--

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract;
- (3) Use forced labor in the performance of the contract;
- (4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- (5)(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;
- (ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
- (6) Charge employees recruitment fees;
- (7)(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment--
  - (A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or
  - (B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that--
    - (ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is--
      - (A) Legally permitted to remain in the country of employment and who chooses to do so; or
      - (B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;
    - (iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.
- (8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) Contractor requirements. The Contractor shall--

(1) Notify its employees and agents of--

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification. (1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of--

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in--

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:

(1) Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) Full cooperation. (1) The Contractor shall, at a minimum--

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not--

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from--

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) Compliance plan. (1) This paragraph (h) applies to any portion of the contract that--

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$500,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate--

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) Minimum requirements. The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at [help@befree.org](mailto:help@befree.org).

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) Posting. (i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) Certification. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that--

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either--

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that--

(A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(B) Has an estimated value that exceeds \$500,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

(End of clause)

#### 52.222-52 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES--CERTIFICATION (MAY 2014)

(a) The offeror shall check the following certification:

#### CERTIFICATION

The offeror ( \_\_\_ ) does ( \_\_\_ ) does not certify that--

(1) 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;

(2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;

(3) 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

(4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.

(b) 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. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(d)(3) that the Service Contract Labor Standards statute--

(1) Will not apply to this offeror, then the Service Contract Labor Standards clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements, in this solicitation will not be included in any resultant contract awarded to this offer, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision--

(1) The clause of this solicitation at 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements, will not be included in any resultant contract to this offeror; and

(2) The offeror shall notify the Contracting Officer as soon as possible if the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

(End of provision)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.
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—	—
—	—
—	—

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety

Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

#### 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

“WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”-----

The Contractor shall insert the name of the substance(s).

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION (AUG 2009)

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

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means--

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

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.

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

(End of provision)

#### CLAUSES INCORPORATED BY FULL TEXT

52.228-16 PERFORMANCE AND PAYMENT BONDS--OTHER THAN CONSTRUCTION (NOV 2006)

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

Original contract price means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to 100 percent of the original contract price and a payment bond (Standard Form 1416) in an amount equal to 100 percent of the original contract price.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within 15 days, but in any event, before starting work.

(d) The Government may require additional performance and payment bond protection if the contract price is increased. The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bonds or to obtain additional bonds.

(e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register, or may be obtained from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782. Or via the internet at <http://www.fms.treas.gov/c570/>.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.233-2 SERVICE OF PROTEST (SEP 2006)

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  
NAVFAC MIDLANT  
PWD Great Lakes  
310 B Street  
Great Lakes, IL 60088-2814

(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)

CLAUSES INCORPORATED BY FULL TEXT

52.246-20 WARRANTY OF SERVICES (MAY 2001)

(a) Definition.

"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 30 days of notification of nonconformance. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

<http://farsite.hill.af.mil/vffara.htm>

<http://farsite.hill.af.mil/vfdfara.htm>

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

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):

<http://farsite.hill.af.mil/vffara.htm>

<http://farsite.hill.af.mil/vfdfara.htm>

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

(End of clause)

##### 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

##### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

#### 252.203-7004 DISPLAY OF HOTLINE POSTERS (OCT 2015)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). (1) The Contractor shall display prominently the DoD fraud hotline poster, prepared by the DoD Office of the Inspector General, in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds, the DHS fraud hotline poster shall be displayed in addition to the DoD fraud hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from:

[http://www.ucop.edu/uc-whistleblower/\\_files/dhsoig\\_poster.pdf](http://www.ucop.edu/uc-whistleblower/_files/dhsoig_poster.pdf)

(c) Display of combating trafficking in persons and whistleblower protection hotline posters. The Contractor shall display prominently the DoD Combating Trafficking in Persons and Whistleblower Protection hotline posters, prepared by the DoD Office of the Inspector General, in common work areas within business segments performing work under DoD contracts.

(d)(1) These DoD hotline posters may be obtained from: Defense Hotline, The Pentagon, Washington, DC 20301-1900, or are also available via the internet at [http://www.dodig.mil/hotline/hotline\\_posters.htm](http://www.dodig.mil/hotline/hotline_posters.htm).

(2) If a significant portion of the employee workforce does not speak English, then the posters are to be displayed in the foreign languages that a significant portion of the employees speak. Contact the DoD Inspector General at the address provided in paragraph (d)(1) of this clause if there is a requirement for employees to be notified of this clause and assistance with translation is required.

(3) Additionally, if the Contractor maintains a company Web site as a method of providing information to employees, the Contractor shall display an electronic version of these required posters at the Web site.

(e) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts that exceed \$5.5 million except when the subcontract is for the acquisition of a commercial item.

(End of clause)

#### 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2015)

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(vi) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vii) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(viii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(ix) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

\_\_\_ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

XX (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

\_\_\_ (iii) 252.225-7020, Trade Agreements Certificate.

\_\_\_ Use with Alternate I.

\_\_\_ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

\_\_\_ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

\_\_\_ Use with Alternate I.

\_\_\_ Use with Alternate II.

\_\_\_ Use with Alternate III.

\_\_\_\_ Use with Alternate IV.

\_\_\_\_ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM Web site at <https://www.acquisition.gov/>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within 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 the changes identified below \_\_\_\_ [offeror to insert changes, identifying change by provision number, title, date]. 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.

FAR/DFARS Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

#### **252.232-7006 Wide Area WorkFlow Payment Instructions.**

As prescribed in [232.7004](#)(b), use the following clause:

##### WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) *Definitions.* As used in this clause—

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

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

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

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

(c) *WAWF access.* To access WAWF, the Contractor shall—

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

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

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

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

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

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

***Navy Construction/Facilities Management Invoice***

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

**Inspection – N68950**  
**Acceptance – N68950**

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

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	<b>N68732</b>
Issue By DoDAAC	<b>N40085</b>
Admin DoDAAC	<b>N40085</b>
Inspect By DoDAAC	<b>N68950</b>
Ship To Code	<b>N68950</b>
Ship From Code	<b>N/A</b>
Mark For Code	<b>N/A</b>
Service Approver (DoDAAC)	<b>N/A</b>
Service Acceptor (DoDAAC)	<b>N/A</b>
Accept at Other DoDAAC	<b>N/A</b>
LPO DoDAAC	<b>N68950</b>
DCAA Auditor DoDAAC	<b>N/A</b>
Other DoDAAC(s)	<b>N68950</b>

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work

performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

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

[patti.borja@navy.mil](mailto:patti.borja@navy.mil)  
[maria.agahan@navy.mil](mailto:maria.agahan@navy.mil)

(g) *WAWF point of contact.*

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

[patti.borja@navy.mil](mailto:patti.borja@navy.mil)

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

(End of clause)

#### 5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed, it is the Contractor’s responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government.

#### 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.

**5252.214-9300 BASIS FOR AWARD ALTERNATE II (MAR 2002).**

(a) The low bidder for purposes of award shall be the conforming, responsive, responsible bidder offering the lowest total price for Contract Line Item(s) (*insert C LIN(s)*). CLIN prices are to be summarized from the detailed line items listed in the Schedule and any accompanying exhibits. Bids are to be submitted for each line item listed. However, the initial award will include only Contract Line Item(s) (*insert CLIN(s)*).

(b) Bids are solicited on an "all or none" basis. Failure to submit bids for all items and quantities listed shall be cause for rejection of the bid. Subparagraph (c) of FAR 52.214-10, "CONTRACT AWARD-SEALED BIDDING" does not apply to this award.

(End of provision)

**5252.215-9300 CONTENT OF PROPOSALS (JAN 2003)**

(a) PROPOSAL REQUIREMENTS. The technical proposal and the price/cost proposal shall be submitted in separate volumes. The technical proposal shall not contain any cost/pricing information, except for salary information provided on resumes. The technical proposal presented by the offeror to whom the award is made will be incorporated into the contract at time of award.

(b) The offeror shall submit the following information:

(1) (# \_\_\_\_\_) completed signed solicitation packages, including executed representations and certifications, and cost/prices in Section B and any accompanying exhibits.

(2) (# \_\_\_\_\_) copies of the technical proposal.

(3) (# \_\_\_\_\_) copies of the cost/price proposal.

(c) TECHNICAL PROPOSAL. Each technical proposal shall be precise, detailed, and complete as to clearly and fully demonstrate a thorough knowledge and understanding of the requirements. As a minimum, the proposal must contain sufficient detail so that it may be evaluated in accordance with the EVALUATION FACTORS provision, Section M.

(d) PRICE/COST PROPOSAL. Each price/cost proposal shall contain a breakdown of direct labor costs; direct material cost (identifying the quantity, type and unit price); subcontracting costs; overhead costs; general and administrative costs; and profit.

(1) Offers are solicited on an "all or none" basis and FAR 52.215-1, INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (MAY 2001)" in Section L, is hereby modified. Failure to submit offers for all line items listed shall be cause for rejection of the offer.

(End of clause)

**5252.216-9300 APPOINTMENT OF ORDERING OFFICER(S) (OCT 1996)**

Ordering Officers under this contract are authorized by the Contracting Officer to execute delivery/task orders provided the total price for the delivery/task order does not exceed the individual Contracting Officer(s) warrant limitations. The ordering officers and their specific authority shall be stated in this contract or in an appointment letter.

**5252.216-9306, PROCEDURES FOR ISSUING ORDERS (NOV 2009)**

(a) Services to be furnished under this contract shall be furnished at such times as ordered by the issuance of task orders by the Ordering Officer designated by the Contracting Officer. All orders issued hereunder are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any order. A task order will be considered "issued" for the purpose of this contract at the time the Government deposits the order in the mail or, if transmitted by other means, when physically delivered to the Contractor.

(b) Except in emergency situations, only a Contracting Officer may modify task/delivery orders. An Ordering Officer, when authorized by the designation official (Contracting Officer), may issue modifications to task/delivery orders only during an emergency. Modifications to task/delivery orders will be issued on a Standard Form (SF 30).

Task orders may be modified orally by the Ordering Officer in emergency circumstances.

Oral modifications will be confirmed in writing by issuance of a SF 30 within two (2) working days from the time the oral direction is issued.

(End of clause)

**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)

**5252.216-9313 MAXIMUM QUANTITIES (ALT I) (NOV 1998)**

As referred to in 5252.216-9310, "COMBINATION FIRM FIXED-PRICE/INDEFINITE-QUANTITY CONTRACT, ALT I" clause, the minimum guarantee of work is \_\_\_\_ % of the estimated total quantity. The

maximum dollar value of the contract is the total dollar value of the Fixed Price and Indefinite Quantity Items. The maximum shall not be exceeded except as may be provided by formal modification to the contract.

**5252.216-9316 Undefinitized Task/Delivery Orders.** As prescribed in 16.506-100(k), insert a clause substantially the same as the following:

**UNDEFINITIZED TASK/DELIVERY ORDERS (OCT 2007)**

(a) Prior to the issuance of a task/delivery order under this contract, it is anticipated that the government and the contractor will reach agreement on the price or total cost and fee (if applicable) for the services to be provided under the order. The Contracting Officer may authorize commencement of work prior to final agreement on cost or price. In such case, the contractor shall immediately commence performance of the services specified in the order and shall submit a pricing proposal within 15 days of receipt of the order. Upon completion of negotiations, the final negotiated cost or price will be set forth in a supplemental agreement that is executed by the contractor and the Contracting Officer. Failure to agree upon the cost or price shall be considered a dispute subject to the Disputes clause of this contract.

(b) Undefinitized task/delivery orders shall indicate a "not to exceed" amount for the order; however, such amount shall not exceed 50 percent of the estimated cost of the order. The order shall only require the Contracting Officer's signature, but shall also comply with all other order requirements. Undefinitized task/delivery orders shall indicate the date by which the government anticipates that the cost or price of the order will be definitized.

(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.

5252 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. (Insert number of months) (End of Clause)

**5252.223-9300 INSPECTION BY REGULATORY AGENCIES (JUN 1994)**

Work performed under this contract is subject to inspection by State and Federal Government Regulatory agencies including those described below.

Permission has been granted by the Navy permitting Federal and State occupational health and safety officials to enter Navy shore installations, without delay and at reasonable times, to conduct routine safety and health investigations. Permission also extends to safety and health investigations based on reports of unsafe conditions. Occupational Health and Safety Administration (OSHA) officials may also investigate accidents or illnesses involving

the Contractor's employees. Inspections may also be carried out by the Department of Labor to inspect for compliance with labor laws.

The Contractor shall cooperate with regulatory agencies and shall provide personnel to accompany the agency inspection or review teams. Contractor personnel shall be knowledgeable concerning the work being inspected, and participate in responding to all requests for information, inspection or review findings by regulatory agencies.

(b) SCHEDULE OF DEDUCTIONS (NOV 1998)

Within fifteen (15) days after the contract award, the successful Contractor shall provide an acceptable Schedule of Deductions for the base period and each option year of the contract. No work may commence until such Schedule of Deductions is approved by the Contracting Officer. The total of the Schedule of Deductions must equal the amount entered in Contract Line Item \_\_\_\_\_ [fill in blank]. If for any reason this contract is modified, including the exercise of an option, and the modification affects the schedule of deductions, the Contractor shall submit a revised schedule of deductions within fifteen (15) days of the date of the modification. Prices shown in the Schedule of Deductions will be utilized in conjunction with the CONSEQUENCES OF THE CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICE" clause in making deductions to the contract price for nonperformed or unsatisfactory work.

Unbalancing in the Schedule of Deductions submitted shall be the cause for withholding approval and requiring resubmittal of a balanced schedule. The Contractor's failure to provide an approved Schedule of Deductions shall be grounds for TERMINATION FOR DEFAULT. The Government reserves the right to unilaterally establish a Schedule of Deductions in the event the successful Contractor fails to present the Schedule of Deductions which is unbalanced or materially deficient. The approved Schedule of Deductions shall be part of the contract. DO NOT SUBMIT the Schedule of Deductions with the offer.

5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

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

X\_1. The Contracting Officer's Representative (COR) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.

X\_2. The designated Contract Specialist will be the Administrative Contracting Officer's representative on all other contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or delivery orders.

\_3. The designated Property Administrator is the Administrative contracting Officer's representative on property matters. The Property Administrator should be contacted regarding all matters pertaining to property administration.

5252.242-9305, PRE-PERFORMANCE CONFERENCE (JUL 1995)

Within 10 days of contract award, prior to commencement of the work, the Contractor will meet in conference with representatives of the Contracting Officer, at a time to be determined by the Contracting Officer, to discuss and develop mutual understanding relative to scheduling and administering work.

#### **5252.246-9303 CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES (OCT 2004)**

The Contractor shall perform all of the contract requirements. The Government will inspect and assess Contractor performance in accordance with FAR 52.246-4, INSPECTION OF SERVICES – FIXED PRICE and the Section E provision entitled GOVERNMENT PERFORMANCE ASSESSMENT. The Government will require re-performance, withhold payment, or seek other suitable consideration for unsatisfactory or non-performed work. When defects can't be corrected by re-performance, the Government may reduce the price to reflect the reduced value of services performed.

(a) **PROCEDURES.** In the case of unsatisfactory or nonperformed work, the Government:

(1) may give the Contractor written notice of observed deficiencies prior to withholding payment for unsatisfactory or non-performed work and/or assessing liquidated damages. Such written notice shall not be a prerequisite for withholding payment for nonperformed work. The Government may specify, as provided for below, that liquidated damages can be assessed against the Contractor. Such liquidated damages are to compensate the Government for administrative costs and other expenses resulting from the unsatisfactory or nonperformed work.

(2) may, at its option, allow the Contractor an opportunity to re-perform the unsatisfactory or nonperformed work, at no additional cost to the Government. In the case of daily work, corrective action must be completed within \_\_\_ hours of notice to the Contractor. In the case of other work, corrective action must be completed within \_\_\_ hours of notice. In addition, the Government can assess liquidated damages, as referenced above, in the amount of \_\_\_ percent of the value of all observed defects. The original inspection results of the Contractor's work will not be modified upon re-inspection. However, the Contractor will be paid for satisfactorily re-performed work.

(3) shall withhold from the Contractor's invoice all amounts associated with the unsatisfactory or nonperformed work at the prices set out in the Schedule or provided by other provisions of this contract, unless the Contractor is required to re-perform and satisfactorily complete the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of \_\_\_ percent of the value of all observed defects.

(4) may, at its option, perform the work by Government personnel or by other means. The Government will reduce the amount of payment to the Contractor, by the amount paid to any Government personnel (based on wages, retirement and fringe benefits) plus material, or by the actual costs incurred to accomplish the work by other means. If the actual costs cannot be readily determined, the prices set out in the Schedule will be used as the basis for the deduction. In addition, the Government can assess liquidated damages, as referenced above, in the amount of \_\_\_ percent of the computed cost.

(b) The Contractor is responsible for maintaining an effective Quality Control Program during the course of the contract. Failure to maintain adequate quality control may result in Termination for Default.

(c) Re-performance by the Contractor does not waive the Government's right to terminate for nonperformance in accordance with FAR clause 52.249-8, "DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)" of Section I and all other remedies for default as may be provided by law.

(d) When WATCHSTANDING SERVICES apply. If the Contractor fails to provide qualified personnel or allows any post to be unmanned for a total of \_\_\_ minutes in any shift, the Government may assign other persons to perform such work or withhold payment as specified below:

(c) When Watchstanding Services are performed by Government employees, withholdings shall be computed based on the current Federal Pay Schedule including wages, retirement and fringe benefits of the Government employees (civilian or military) who actually performed the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of \_\_\_\_ percent of the computed cost.

(2) When non-performed Watchstanding Services are obtained under another contract, the Government will withhold an amount equal to the cost to the Government under that contract. In addition, the Government can assess liquidated damages, as referenced above, in the amount of \_\_\_\_ percent of the cost.

(3) If no guard replacement is furnished by the Government and the work is not performed, the Government will withhold an amount equal to the cost to the Government of having a Government employee perform the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of \_\_\_\_ percent of the computed cost.

(4) The Contractor will be held liable for property losses sustained by the Government as a direct, consequential result of a failure to furnish the required personnel.

(5) Computations of the costs for Government employees to perform work not performed by the Contractor shall be in conformance with FAR 52.222-42, "STATEMENT OF EQUIVALENT RATE FOR FEDERAL HIRES." (End of clause)

#### **5252.246-9303 CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES ALT I (APR 1999)**

The Contractor shall perform all of the contract requirements. The Government will inspect and assess Contractor performance in accordance with FAR 52.246-4, INSPECTION OF SERVICES – FIXED PRICE and the Section E provision entitled GOVERNMENT PERFORMANCE ASSESSMENT. The Government will require re-performance, withhold payment, or seek other suitable consideration for unsatisfactory or non-performed work. When defects can't be corrected by re-performance, the Government may reduce the price to reflect the reduced value of services performed.

(a) **PROCEDURES.** In the case of unsatisfactory or nonperformed work, the Government:

(1) may give the Contractor written notice of observed deficiencies prior to withholding payment for unsatisfactory or non-performed work and/or assessing liquidated damages. Such written notice shall not be a prerequisite for withholding payment for nonperformed work. The Government may specify, as provided for below, that liquidated damages can be assessed against the Contractor. Such liquidated damages are to compensate the Government for administrative costs and other expenses resulting from the unsatisfactory or nonperformed work.

(2) may, at its option, allow the Contractor an opportunity to re-perform the unsatisfactory or nonperformed work, at no additional cost to the Government. In the case of daily work, corrective action must be completed within \_\_\_\_ hours of notice to the Contractor. In the case of other work, corrective action must be completed within \_\_\_\_ hours of notice. In addition, the Government can assess liquidated damages, as referenced above, in the amount of \_\_\_\_ percent of the value of all observed defects. The original inspection results of the Contractor's work will not be modified upon re-inspection. However, the Contractor will be paid for satisfactorily re-performed work.

(3) shall withhold from the Contractor's invoice all amounts associated with the unsatisfactory or nonperformed work at the prices set out in the Schedule or provided by other provisions of this contract, unless the Contractor is required to re-perform and satisfactorily complete the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of \_\_\_\_ percent of the value of all observed defects.

(4) may, at its option, perform the work by Government personnel or by other means. The Government will reduce the amount of payment to the Contractor, by the amount paid to any Government personnel (based on wages, retirement and fringe benefits) plus material, or by the actual costs incurred to accomplish the work by other means.

If the actual costs cannot be readily determined, the prices set out in the Schedule will be used as the basis for the deduction. In addition, the Government can assess liquidated damages, as referenced above, in the amount of \_\_\_ percent of the computed cost.

(b) The Contractor is responsible for maintaining an effective Quality Control Program during the course of the contract. Failure to maintain adequate quality control may result in Termination for Default.

(c) Re-performance by the Contractor does not waive the Government's right to terminate for nonperformance in accordance with FAR clause 52.249-8, "DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)" of Section I and all other remedies for default as may be provided by law.

(d) When WATCHSTANDING SERVICES apply. If the Contractor fails to provide qualified personnel or allows any post to be unmanned for a total of \_\_\_ minutes in any shift, the Government may assign other persons to perform such work or withhold payment as specified below:

(d) When Watchstanding Services are performed by Government employees, withholdings shall be computed based on the current Federal Pay Schedule including wages, retirement and fringe benefits of the Government employees (civilian or military) who actually performed the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of \_\_\_ percent of the computed cost.

(2) When non-performed Watchstanding Services are obtained under another contract, the Government will withhold an amount equal to the cost to the Government under that contract. In addition, the Government can assess liquidated damages, as referenced above, in the amount of \_\_\_ percent of the cost.

(3) If no guard replacement is furnished by the Government and the work is not performed, the Government will withhold an amount equal to the cost to the Government of having a Government employee perform the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of \_\_\_ percent of the computed cost.

(4) The Contractor will be held liable for property losses sustained by the Government as a direct, consequential result of a failure to furnish the required personnel.

(5) Computations of the costs for Government employees to perform work not performed by the Contractor shall be in conformance with FAR 52.222-42, "STATEMENT OF EQUIVALENT RATE FOR FEDERAL HIRES." (End of clause)

5252 **Change of Occupancy Maintenance (COM).** In the event the contractor fails to complete change of occupancy maintenance within the number of days allowed, the Government may assess the COM liquidated damages shown below in addition to the liquidated damages set forth above. COM liquidated damages are based on the prevailing average daily Basic Allowance for Quarters (BAQ) with dependents, plus the average Variable Housing Allowance (VHA). Current applicable rates are shown below; however, actual charges shall be based on the prevailing rates in effect at the time.

**COM Liquidated Damages**

Type of Unit	LDs Per Calendar Year
F&GOQ (Flag and General Officer's Quarters)	*
SOQ (Senior Officer's Quarters)	*
FGQ (Field Grade Officer's Quarters)	*
CGO (Company Grade Officer's Quarters)	*
SE (Senior Enlisted Quarters)	*
JE (Junior Enlisted Quarters)	*

\* Inserts appropriate daily rates for each type of quarters listed.

**5252.246-9304 Estimating the Price of Nonperformed or Unsatisfactory Work.** As prescribed in 46.407-100(b), insert the following clause:

**ESTIMATING THE PRICE OF NONPERFORMED OR  
UNSATISFACTORY WORK (OCT 2004)**

In the event the price of non-performed or unsatisfactory work cannot be determined from the prices set out in the Schedule, or on the basis of the actual cost to the Government, estimating methods may be used to determine an amount, which reflects the reduced value of services performed. The Government may estimate the cost using wage rates and fringe benefits included in the wage determinations included in the contract, Government estimates of the Contractor's overhead and profit rates, and Government estimates of material costs if applicable. Liquidated damages, to compensate the Government for administrative costs and other expenses resulting from the non-performed or unsatisfactory performance, will be calculated in accordance with the CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED WORK clause. (End of clause)

Section J - List of Documents, Exhibits and Other Attachments

SECTION J

SECTION J  
DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS  
TABLE OF CONTENTS

ATTACHMENT NUMBER	ATTACHMENT TITLE
J-0200000-01	Acronyms
J-0200000-02	Wage Determinations
J-0200000-03	Applicable Directives, Instructions, and References
J-0200000-04	Invoicing Procedures
J-0200000-05	Forms
J-0200000-06	Government Furnished Materials
J-0200000-07	Exhibit Line Item Numbers (ELINS)
J-1502000-01	Filter Inventory Schedule
J-1502000-02	Station Map
J-1502000-03	Filter Maintenance Frequency Schedule Codes
J-1502000-04	Filter Specifications
J-1502000-05	Performance and Functional Assessment Plan

ATTACHMENT J-0200000-01  
ACRONYMS

Acronym	Title
ACO	Administrative Contracting Officer
BW	Biweekly
CDR	Contract Discrepancy Report
CIA	Controlled Industrial Area
CMMS	Computerized Maintenance Management System
COR	Condition of Readiness
DBH	Diameter at Breast Height
DoD	Department of Defense
DoN	Department of Navy
DRMO	Defense Reutilization Management Office
EPA	Environmental Protection Agency
EPCRA	Emergency Planning and Community Right-to-Know Act
FAR	Federal Acquisition Regulation
FFP	Firm Fixed Price
FIFRA	Federal Insecticide, Fungicide, and Rodenticide Act
FSC	Facility Support Contract
GFE	Government-furnished Equipment
GFF	Government-furnished Facilities
GFM	Government-furnished Materials
GPWS	Guide Performance Work Statements
HCA	Head Contracting Agency
ICP	Integrated Contingency Plan
IDIQ	Indefinite Delivery Indefinite Quantity
IPM	Integrated Pest Management
IPMIS	Integrated Pest Management Information System
IPMP	Integrated Pest Management Plan
KO	Contracting Officer
LAN	Local Area Network
M	Monthly
MSDS	Material Safety Data Sheets
NAVFAC	Naval Facilities Engineering Command
NMCI	Navy Marine Corps Intranet
NOSC	Navy-On-Scene Coordinator
PAP	Performance Assessment Plan
PAR	Performance Assessment Representative
PAW	Performance Assessment Worksheet
PEO	Program Executive Officer
PM	Project manager
PRCSP	Permit Required Confined Space Program
PWS	Performance Work Statement
Q	Quarterly
QC	Quality Control
SC	Security Clearances
SM	Semimonthly
SPAR	Senior Performance Assessment Representative
TE	Technical Exhibit
VIQ	Variation in Quantity
WBS	Work Breakdown Structure

ATTACHMENT J-0200000-02  
Wage Determination

WD 15-5017 (Rev.-2) was first posted on www.wdol.gov on 01/05/2016  
\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Daniel W. Simms                      Division of  
Director                              Wage Determinations

Wage Determination No.: 2015-5017  
Revision No.: 2  
Date Of Revision: 12/29/2015

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

State: Illinois

Area: Illinois Counties of Cook, De Kalb, Du Page, Kane, McHenry

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE
RATE	
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	
17.25	
01012 - Accounting Clerk II	
19.37	
01013 - Accounting Clerk III	
21.66	
01020 - Administrative Assistant	
28.01	
01035 - Court Reporter	
20.25	
01041 - Customer Service Representative I	
13.86	
01042 - Customer Service Representative II	
15.58	
01043 - Customer Service Representative III	
16.99	
01051 - Data Entry Operator I	
14.81	

01052 - Data Entry Operator II  
16.15  
01060 - Dispatcher, Motor Vehicle  
22.93  
01070 - Document Preparation Clerk  
13.67  
01090 - Duplicating Machine Operator  
13.67  
01111 - General Clerk I  
13.29  
01112 - General Clerk II  
14.50  
01113 - General Clerk III  
16.34  
01120 - Housing Referral Assistant  
22.12  
01141 - Messenger Courier  
13.12  
01191 - Order Clerk I  
16.00  
01192 - Order Clerk II  
17.58  
01261 - Personnel Assistant (Employment) I  
17.84  
01262 - Personnel Assistant (Employment) II  
19.95  
01263 - Personnel Assistant (Employment) III  
22.24  
01270 - Production Control Clerk  
22.59  
01290 - Rental Clerk  
17.41  
01300 - Scheduler, Maintenance  
18.36  
01311 - Secretary I  
18.36  
01312 - Secretary II  
19.84  
01313 - Secretary III  
22.12  
01320 - Service Order Dispatcher  
21.04  
01410 - Supply Technician  
28.01  
01420 - Survey Worker  
19.19  
01460 - Switchboard Operator/Receptionist  
13.53  
01531 - Travel Clerk I  
13.47  
01532 - Travel Clerk II  
14.57  
01533 - Travel Clerk III  
15.76  
01611 - Word Processor I  
15.50  
01612 - Word Processor II  
17.41  
01613 - Word Processor III  
19.47

05000 - Automotive Service Occupations  
     05005 - Automobile Body Repairer, Fiberglass  
 24.08  
     05010 - Automotive Electrician  
 24.16  
     05040 - Automotive Glass Installer  
 23.05  
     05070 - Automotive Worker  
 23.05  
     05110 - Mobile Equipment Servicer  
 20.85  
     05130 - Motor Equipment Metal Mechanic  
 27.79  
     05160 - Motor Equipment Metal Worker  
 23.05  
     05190 - Motor Vehicle Mechanic  
 27.79  
     05220 - Motor Vehicle Mechanic Helper  
 19.73  
     05250 - Motor Vehicle Upholstery Worker  
 21.96  
     05280 - Motor Vehicle Wrecker  
 23.09  
     05310 - Painter, Automotive  
 24.16  
     05340 - Radiator Repair Specialist  
 23.05  
     05370 - Tire Repairer  
 15.92  
     05400 - Transmission Repair Specialist  
 27.79  
 07000 - Food Preparation And Service Occupations  
     07010 - Baker  
 13.71  
     07041 - Cook I  
 13.34  
     07042 - Cook II  
 15.03  
     07070 - Dishwasher  
 10.19  
     07130 - Food Service Worker  
 10.52  
     07210 - Meat Cutter  
 13.72  
     07260 - Waiter/Waitress  
 9.96  
 09000 - Furniture Maintenance And Repair Occupations  
     09010 - Electrostatic Spray Painter  
 20.06  
     09040 - Furniture Handler  
 14.52  
     09080 - Furniture Refinisher  
 20.06  
     09090 - Furniture Refinisher Helper  
 16.37  
     09110 - Furniture Repairer, Minor  
 18.23  
     09130 - Upholsterer  
 20.05  
 11000 - General Services And Support Occupations

11030 - Cleaner, Vehicles  
12.32  
11060 - Elevator Operator  
12.75  
11090 - Gardener  
16.87  
11122 - Housekeeping Aide  
12.75  
11150 - Janitor  
12.75  
11210 - Laborer, Grounds Maintenance  
13.50  
11240 - Maid or Houseman  
12.11  
11260 - Pruner  
12.35  
11270 - Tractor Operator  
15.81  
11330 - Trail Maintenance Worker  
13.50  
11360 - Window Cleaner  
13.95  
12000 - Health Occupations  
12010 - Ambulance Driver  
19.13  
12011 - Breath Alcohol Technician  
19.13  
12012 - Certified Occupational Therapist Assistant  
25.91  
12015 - Certified Physical Therapist Assistant  
26.72  
12020 - Dental Assistant  
17.31  
12025 - Dental Hygienist  
35.16  
12030 - EKG Technician  
26.94  
12035 - Electroneurodiagnostic Technologist  
26.94  
12040 - Emergency Medical Technician  
19.13  
12071 - Licensed Practical Nurse I  
18.62  
12072 - Licensed Practical Nurse II  
20.83  
12073 - Licensed Practical Nurse III  
23.23  
12100 - Medical Assistant  
15.83  
12130 - Medical Laboratory Technician  
20.42  
12160 - Medical Record Clerk  
16.98  
12190 - Medical Record Technician  
18.38  
12195 - Medical Transcriptionist  
17.07  
12210 - Nuclear Medicine Technologist  
34.61

12221 - Nursing Assistant I  
 11.71  
 12222 - Nursing Assistant II  
 13.16  
 12223 - Nursing Assistant III  
 14.36  
 12224 - Nursing Assistant IV  
 16.12  
 12235 - Optical Dispenser  
 16.10  
 12236 - Optical Technician  
 17.48  
 12250 - Pharmacy Technician  
 15.58  
 12280 - Phlebotomist  
 16.81  
 12305 - Radiologic Technologist  
 31.10  
 12311 - Registered Nurse I  
 29.17  
 12312 - Registered Nurse II  
 32.57  
 12313 - Registered Nurse II, Specialist  
 32.57  
 12314 - Registered Nurse III  
 38.43  
 12315 - Registered Nurse III, Anesthetist  
 38.43  
 12316 - Registered Nurse IV  
 46.07  
 12317 - Scheduler (Drug and Alcohol Testing)  
 25.81  
 12320 - Substance Abuse Treatment Counselor  
 16.28  
 13000 - Information And Arts Occupations  
 13011 - Exhibits Specialist I  
 21.92  
 13012 - Exhibits Specialist II  
 27.16  
 13013 - Exhibits Specialist III  
 33.22  
 13041 - Illustrator I  
 21.63  
 13042 - Illustrator II  
 26.80  
 13043 - Illustrator III  
 32.77  
 13047 - Librarian  
 35.08  
 13050 - Library Aide/Clerk  
 14.14  
 13054 - Library Information Technology Systems  
 29.01  
 Administrator  
 13058 - Library Technician  
 17.38  
 13061 - Media Specialist I  
 21.16  
 13062 - Media Specialist II  
 23.66

13063 - Media Specialist III  
 26.39  
 13071 - Photographer I  
 18.50  
 13072 - Photographer II  
 20.70  
 13073 - Photographer III  
 25.64  
 13074 - Photographer IV  
 31.35  
 13075 - Photographer V  
 37.94  
 13090 - Technical Order Library Clerk  
 14.56  
 13110 - Video Teleconference Technician  
 18.31  
 14000 - Information Technology Occupations  
 14041 - Computer Operator I  
 18.11  
 14042 - Computer Operator II  
 20.25  
 14043 - Computer Operator III  
 22.58  
 14044 - Computer Operator IV  
 25.09  
 14045 - Computer Operator V  
 27.79  
 14071 - Computer Programmer I (see 1)  
 25.49  
 14072 - Computer Programmer II (see 1)  
 14073 - Computer Programmer III (see 1)  
 14074 - Computer Programmer IV (see 1)  
 14101 - Computer Systems Analyst I (see 1)  
 14102 - Computer Systems Analyst II (see 1)  
 14103 - Computer Systems Analyst III (see 1)  
 14150 - Peripheral Equipment Operator  
 18.11  
 14160 - Personal Computer Support Technician  
 25.09  
 14170 - System Support Specialist  
 30.83  
 15000 - Instructional Occupations  
 15010 - Aircrew Training Devices Instructor (Non-Rated)  
 36.22  
 15020 - Aircrew Training Devices Instructor (Rated)  
 41.82  
 15030 - Air Crew Training Devices Instructor (Pilot)  
 46.94  
 15050 - Computer Based Training Specialist / Instructor  
 36.22  
 15060 - Educational Technologist  
 30.14  
 15070 - Flight Instructor (Pilot)  
 46.94  
 15080 - Graphic Artist  
 26.41  
 15085 - Maintenance Test Pilot, Fixed, Jet/Prop  
 39.43  
 15086 - Maintenance Test Pilot, Rotary Wing  
 39.43

15088 - Non-Maintenance Test/Co-Pilot  
 39.43  
 15090 - Technical Instructor  
 27.45  
 15095 - Technical Instructor/Course Developer  
 28.35  
 15110 - Test Proctor  
 18.71  
 15120 - Tutor  
 18.71  
 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations  
 16010 - Assembler  
 10.48  
 16030 - Counter Attendant  
 10.48  
 16040 - Dry Cleaner  
 12.68  
 16070 - Finisher, Flatwork, Machine  
 10.48  
 16090 - Presser, Hand  
 10.48  
 16110 - Presser, Machine, Drycleaning  
 10.48  
 16130 - Presser, Machine, Shirts  
 10.48  
 16160 - Presser, Machine, Wearing Apparel, Laundry  
 10.48  
 16190 - Sewing Machine Operator  
 13.65  
 16220 - Tailor  
 14.61  
 16250 - Washer, Machine  
 11.46  
 19000 - Machine Tool Operation And Repair Occupations  
 19010 - Machine-Tool Operator (Tool Room)  
 23.40  
 19040 - Tool And Die Maker  
 28.57  
 21000 - Materials Handling And Packing Occupations  
 21020 - Forklift Operator  
 16.53  
 21030 - Material Coordinator  
 22.59  
 21040 - Material Expediter  
 22.59  
 21050 - Material Handling Laborer  
 18.12  
 21071 - Order Filler  
 13.80  
 21080 - Production Line Worker (Food Processing)  
 16.53  
 21110 - Shipping Packer  
 16.66  
 21130 - Shipping/Receiving Clerk  
 16.66  
 21140 - Store Worker I  
 14.16  
 21150 - Stock Clerk  
 18.55

21210 - Tools And Parts Attendant  
 16.53  
 21410 - Warehouse Specialist  
 16.53  
 23000 - Mechanics And Maintenance And Repair Occupations  
 23010 - Aerospace Structural Welder  
 32.96  
 23019 - Aircraft Logs and Records Technician  
 26.24  
 23021 - Aircraft Mechanic I  
 31.22  
 23022 - Aircraft Mechanic II  
 32.96  
 23023 - Aircraft Mechanic III  
 34.54  
 23040 - Aircraft Mechanic Helper  
 22.42  
 23050 - Aircraft, Painter  
 27.49  
 23060 - Aircraft Servicer  
 26.24  
 23070 - Aircraft Survival Flight Equipment Technician  
 27.49  
 23080 - Aircraft Worker  
 27.52  
 23091 - Aircrew Life Support Equipment (ALSE) Mechanic  
 27.52  
 I  
 23092 - Aircrew Life Support Equipment (ALSE) Mechanic  
 31.22  
 II  
 23110 - Appliance Mechanic  
 22.50  
 23120 - Bicycle Repairer  
 15.92  
 23125 - Cable Splicer  
 30.46  
 23130 - Carpenter, Maintenance  
 35.05  
 23140 - Carpet Layer  
 32.44  
 23160 - Electrician, Maintenance  
 37.40  
 23181 - Electronics Technician Maintenance I  
 26.30  
 23182 - Electronics Technician Maintenance II  
 27.75  
 23183 - Electronics Technician Maintenance III  
 29.24  
 23260 - Fabric Worker  
 21.01  
 23290 - Fire Alarm System Mechanic  
 27.57  
 23310 - Fire Extinguisher Repairer  
 23.50  
 23311 - Fuel Distribution System Mechanic  
 29.85  
 23312 - Fuel Distribution System Operator  
 24.92

23370 - General Maintenance Worker  
 23.74  
 23380 - Ground Support Equipment Mechanic  
 31.22  
 23381 - Ground Support Equipment Servicer  
 26.24  
 23382 - Ground Support Equipment Worker  
 27.52  
 23391 - Gunsmith I  
 23.50  
 23392 - Gunsmith II  
 26.48  
 23393 - Gunsmith III  
 29.44  
 23410 - Heating, Ventilation And Air-Conditioning  
 26.82  
 Mechanic  
 23411 - Heating, Ventilation And Air Contditioning  
 28.18  
 Mechanic (Research Facility)  
 23430 - Heavy Equipment Mechanic  
 29.37  
 23440 - Heavy Equipment Operator  
 39.15  
 23460 - Instrument Mechanic  
 26.83  
 23465 - Laboratory/Shelter Mechanic  
 27.70  
 23470 - Laborer  
 13.78  
 23510 - Locksmith  
 20.06  
 23530 - Machinery Maintenance Mechanic  
 26.11  
 23550 - Machinist, Maintenance  
 27.46  
 23580 - Maintenance Trades Helper  
 16.14  
 23591 - Metrology Technician I  
 26.83  
 23592 - Metrology Technician II  
 28.19  
 23593 - Metrology Technician III  
 29.50  
 23640 - Millwright  
 30.22  
 23710 - Office Appliance Repairer  
 23.17  
 23760 - Painter, Maintenance  
 25.93  
 23790 - Pipefitter, Maintenance  
 34.10  
 23810 - Plumber, Maintenance  
 32.36  
 23820 - Pneudraulic Systems Mechanic  
 29.44  
 23850 - Rigger  
 28.51  
 23870 - Scale Mechanic  
 26.48

23890 - Sheet-Metal Worker, Maintenance  
 33.43  
 23910 - Small Engine Mechanic  
 19.13  
 23931 - Telecommunications Mechanic I  
 27.78  
 23932 - Telecommunications Mechanic II  
 29.10  
 23950 - Telephone Lineman  
 30.45  
 23960 - Welder, Combination, Maintenance  
 20.97  
 23965 - Well Driller  
 30.45  
 23970 - Woodcraft Worker  
 29.44  
 23980 - Woodworker  
 19.82  
 24000 - Personal Needs Occupations  
 24550 - Case Manager  
 14.63  
 24570 - Child Care Attendant  
 11.38  
 24580 - Child Care Center Clerk  
 14.27  
 24610 - Chore Aide  
 10.38  
 24620 - Family Readiness And Support Services  
 14.63  
 Coordinator  
 24630 - Homemaker  
 16.03  
 25000 - Plant And System Operations Occupations  
 25010 - Boiler Tender  
 33.98  
 25040 - Sewage Plant Operator  
 28.77  
 25070 - Stationary Engineer  
 33.98  
 25190 - Ventilation Equipment Tender  
 25.34  
 25210 - Water Treatment Plant Operator  
 28.77  
 27000 - Protective Service Occupations  
 27004 - Alarm Monitor  
 23.63  
 27007 - Baggage Inspector  
 13.31  
 27008 - Corrections Officer  
 28.69  
 27010 - Court Security Officer  
 28.69  
 27030 - Detection Dog Handler  
 16.66  
 27040 - Detention Officer  
 28.69  
 27070 - Firefighter  
 29.47  
 27101 - Guard I  
 13.31

27102 - Guard II  
 16.66  
 27131 - Police Officer I  
 32.69  
 27132 - Police Officer II  
 36.33  
 28000 - Recreation Occupations  
 28041 - Carnival Equipment Operator  
 13.37  
 28042 - Carnival Equipment Repairer  
 14.31  
 28043 - Carnival Worker  
 10.02  
 28210 - Gate Attendant/Gate Tender  
 16.44  
 28310 - Lifeguard  
 13.10  
 28350 - Park Attendant (Aide)  
 18.37  
 28510 - Recreation Aide/Health Facility Attendant  
 10.81  
 28515 - Recreation Specialist  
 17.83  
 28630 - Sports Official  
 14.64  
 28690 - Swimming Pool Operator  
 18.21  
 29000 - Stevedoring/Longshoremen Occupational Services  
 29010 - Blocker And Bracer  
 27.15  
 29020 - Hatch Tender  
 27.15  
 29030 - Line Handler  
 27.15  
 29041 - Stevedore I  
 25.71  
 29042 - Stevedore II  
 28.66  
 30000 - Technical Occupations  
 30010 - Air Traffic Control Specialist, Center (HFO) (see 2)  
 39.99  
 30011 - Air Traffic Control Specialist, Station (HFO) (see 2)  
 27.57  
 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)  
 30.37  
 30021 - Archeological Technician I  
 17.64  
 30022 - Archeological Technician II  
 19.73  
 30023 - Archeological Technician III  
 25.81  
 30030 - Cartographic Technician  
 26.98  
 30040 - Civil Engineering Technician  
 26.71  
 30051 - Cryogenic Technician I  
 25.79  
 30052 - Cryogenic Technician II  
 28.48

30061 - Drafter/CAD Operator I  
17.64  
30062 - Drafter/CAD Operator II  
19.73  
30063 - Drafter/CAD Operator III  
21.99  
30064 - Drafter/CAD Operator IV  
28.96  
30081 - Engineering Technician I  
18.16  
30082 - Engineering Technician II  
20.39  
30083 - Engineering Technician III  
22.81  
30084 - Engineering Technician IV  
28.26  
30085 - Engineering Technician V  
34.56  
30086 - Engineering Technician VI  
45.66  
30090 - Environmental Technician  
22.17  
30095 - Evidence Control Specialist  
23.29  
30210 - Laboratory Technician  
22.13  
30221 - Latent Fingerprint Technician I  
36.47  
30222 - Latent Fingerprint Technician II  
40.27  
30240 - Mathematical Technician  
25.18  
30361 - Paralegal/Legal Assistant I  
21.05  
30362 - Paralegal/Legal Assistant II  
26.08  
30363 - Paralegal/Legal Assistant III  
31.89  
30364 - Paralegal/Legal Assistant IV  
38.59  
30375 - Petroleum Supply Specialist  
28.48  
30390 - Photo-Optics Technician  
26.33  
30395 - Radiation Control Technician  
28.48  
30461 - Technical Writer I  
26.76  
30462 - Technical Writer II  
32.65  
30463 - Technical Writer III  
39.34  
30491 - Unexploded Ordnance (UXO) Technician I  
25.41  
30492 - Unexploded Ordnance (UXO) Technician II  
30.75  
30493 - Unexploded Ordnance (UXO) Technician III  
36.86  
30494 - Unexploded (UXO) Safety Escort  
25.41

30495 - Unexploded (UXO) Sweep Personnel  
 25.41  
 30501 - Weather Forecaster I  
 25.79  
 30502 - Weather Forecaster II  
 31.37  
 30620 - Weather Observer, Combined Upper Air Or (see 2)  
 21.99  
 Surface Programs  
 30621 - Weather Observer, Senior (see 2)  
 24.44  
 31000 - Transportation/Mobile Equipment Operation Occupations  
 31010 - Airplane Pilot  
 30.75  
 31020 - Bus Aide  
 19.00  
 31030 - Bus Driver  
 25.22  
 31043 - Driver Courier  
 19.14  
 31260 - Parking and Lot Attendant  
 12.59  
 31290 - Shuttle Bus Driver  
 21.43  
 31310 - Taxi Driver  
 15.18  
 31361 - Truckdriver, Light  
 21.43  
 31362 - Truckdriver, Medium  
 22.78  
 31363 - Truckdriver, Heavy  
 24.15  
 31364 - Truckdriver, Tractor-Trailer  
 24.15  
 99000 - Miscellaneous Occupations  
 99020 - Cabin Safety Specialist  
 14.99  
 99030 - Cashier  
 9.94  
 99050 - Desk Clerk  
 11.94  
 99095 - Embalmer  
 27.32  
 99130 - Flight Follower  
 25.41  
 99251 - Laboratory Animal Caretaker I  
 14.03  
 99252 - Laboratory Animal Caretaker II  
 15.43  
 99260 - Marketing Analyst  
 27.97  
 99310 - Mortician  
 35.46  
 99410 - Pest Controller  
 19.31  
 99510 - Photofinishing Worker  
 15.92  
 99710 - Recycling Laborer  
 23.33

99711 - Recycling Specialist  
27.33  
99730 - Refuse Collector  
21.36  
99810 - Sales Clerk  
13.81  
99820 - School Crossing Guard  
14.43  
99830 - Survey Party Chief  
24.92  
99831 - Surveying Aide  
15.64  
99832 - Surveying Technician  
21.43  
99840 - Vending Machine Attendant  
14.63  
99841 - Vending Machine Repairer  
17.43  
99842 - Vending Machine Repairer Helper  
14.63

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.)  
(See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate

not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:  
If you

work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

\*\* HAZARDOUS PAY DIFFERENTIAL \*\*

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning

and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) \*\***

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed

occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

ATTACHMENT J-0200000-03  
Applicable Directives, Instructions, and References

Directives/publications listed here are classified as either advisory or mandatory. Those directives/publications classified as advisory are identified to the Contractor to provide guidance as to the standards of performance that the Government will use in evaluating the Contractor's overall work performance. Those directives/publications classified as mandatory must be with, by the Contractor in the performance of this contract.

Item	Available From	Class
DOD 5220-22M Defense Industrial Security Manual	U.S. Naval Pubs and Forms Center 5801 Tabor Avenue Philadelphia, PA 19120	Mandatory
OSHA STANDARDS 29 CFR 1910, General Industry Standards 40 CFR 162	U.S. Dept. of Labor OSHA Washington, DC 21210	Mandatory
NAVFAC MO-327 Facility Support Contract Quality Management Manual Dated July 1994	U.S. Naval Pubs. and Forms Center 5801 Tabor Avenue Philadelphia, PA 19120	Advisory
EM 385 1-1 General Safety Requirements	U.S. Army Corps of Engineers Washington, DC 20314-1000	Mandatory
OSHA Public Law 91-596 OSHA	U.S. Dept. of Labor OSHA Washington, DC 21210	Mandatory
OPNAVINST 5100.8G Navy Safety and Occupational Health Program Dated July 1986	U.S. Naval Pubs. and Forms Center 5801 Tabor Avenue Philadelphia, PA 19120	Mandatory
OPNAVINST 5090.1B Environmental and Natural Resources Protection Manual Dated October 1994	U.S. Naval Pubs. and Forms Center 5801 Tabor Avenue Philadelphia, PA 19120	Mandatory
Executive Order 12088 Prevention, Control and Abatement of Environmental Pollution at Federal Installations	U.S. EPA 77 West Jackson Building Chicago, IL 60604	Mandatory
Public Law 91-190, National Environmental Policy Act (NEPA)	U.S. EPA 77 West Jackson Building Chicago, IL 60604	Mandatory
Public Law 94-580, Resource Conservation and Recovery Act (RCRA)	U.S. EPA 77 West Jackson Building Chicago, IL 60604	Mandatory

ATTACHMENT J-0200000-04  
INVOICING PROCEDURES

Delivery Orders: Contractor invoices for completed work issued on a Standard Form 1449, Order for Supplies or Services shall be submitted electronically via the DOD Wide Area Workflow (WAWF) system as prescribed in DFARS 252.232-7003, Electronic Submission of Payment Requests.

Invoices will be routed in the WAWF system to the office of the Contracting Officer that issued each Delivery Order. Individual Delivery Orders will include a WAWF Routing Table which provides the invoice document type, DODAAC Code with corresponding extensions, as well as inspection and acceptance locations when submitting invoices in WAWF. Electronic procedures for invoicing are listed below.

The Contractor shall be able to accept a Government purchase Card if the need arises.

ROUTING DATA TABLE

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official - DoDAAC	N68732
Issue By - DoDAAC	N40085
Admin - DoDAAC	N40085
Inspect By - DoDAAC	N68950
Ship To Code	N68950
Ship From Code	NONE
Mark For Code	NONE
Service Approver (DoDAAC)	NONE
Service Acceptor (DoDAAC)	NONE
Accept at Other - DoDAAC	N68950
LPO - DoDAAC	N68950
DCAA Auditor - DoDAAC	NONE
Other - DoDAAC(s) (Accept By)	N68950

WAWF is a secure, web-based system which benefits your company by allowing you to submit invoices electronically, track receipt/acceptance documents and payment of your invoice online.

Naval Facilities Engineering Command, Midwest, implemented the use of WAWF in FY2009. The subject contract is eligible for WAWF and all invoices must be submitted through this system.

To aid you in this process, we highly encourage that you visit and review the following websites for WAWF Vendor resources.

- 0 Vendor Getting Started Guide – <http://www.dfas.mil/contractorpay/electroniccommerce/wawfvendortools/WAWFVendorGettingStartedGuide.pdf>
- 0 Introductory Movie – <http://www.dfas.mil/contractorpay/electroniccommerce/ECToolBox/WAWKFI.wmv>
- 0 Web-based training – <http://www.wawftraining.com>
- 0 WAWF practice site – <https://wawftraining.eb.mil/> (at this web page, click on “Training Instructions” found on the left side for further instructions on using this site)
- 0 Request for classroom training – <http://www.dfas.mil/contractorpay/electroniccommerce/wawftrain.html>
- 0 WAWF Vendor Tools – <http://www.dfas.mil/contractorpay/electroniccommerce/wawfvendortools.html>

Please contact the Contracting Officer/Contract Specialist with any questions,  
 Email: Patti Borja, Contract Specialist at [patti.borja@navy.mil](mailto:patti.borja@navy.mil)

ATTACHMENT J-0200000-05  
Forms

See attached files titled  
J-1502000-05a Contractor Significant Incident Report pdf  
J-1502000-05b Initial Contractor Mishap Notification Report pdf

ATTACHMENT J-0200000-06  
GOVERNMENT FURNISHED MATERIALS

The Government will furnish Type "C" permanent filters that are cleanable and reusable. The Contractor and the Contracting Officers representative will conduct a joint inventory of these filters within 7 workdays after the contract start date (at a location on Station (to be determined by the Contracting Officer)). This joint inventory will establish the quantity, and sizes of the GFM. The Contractor shall provide the Government a typewritten listing within one day of completion of the joint inventory. At that time the Contractor accepts all responsibility for the condition and quantity of filters and shall move the filters to their own storage facility (off Station). It is the Contractors responsibility to maintain an accurate count on each size of filter that is in their possession. When the Contractor believes more filters are necessary (e.g. filters wear out due to normal wear and tear) they shall let the Contracting Officer know, in writing, 45 days prior to the need for the filters. When the Government is replacing filters the Contractor shall not request filters in excess of a quantity that would establish more than one spare filter (for each filter currently in place being used) in storage ready for use. At the end of each term of the contract the Contractor shall submit with their final invoice a current version of the GFM inventory showing the all necessary information to account for the starting quantity at that term of the contract and all inventory adjustments that took place during that term of the contract. At the end of each term of the contract the Contractor shall be responsible for the costs of any missing filters. At the end of the contract the Contractor shall return all Government Furnished Materials to an on Station location (to be determined by the Contracting Officer) within 5 workdays of the last day of this contract.

ATTACHMENT J-0200000-07  
EXHIBIT LINE ITEM NUMBERS

See file titled  
J-0200000-07 ELINS.xls

ATTACHMENTJ-1502000-01  
FILTER INVENTORY SCHEDULE

See file titled  
J-1502000-01 FILTER INVENTORY SCHEDULE.xls  
AND  
J-1502000-01a WATER FILTER INVENTORY AND SCHEDULE.docx

ATTACHMENT J-1502000-02  
NAVAL STATION MAP

See attached file titled  
[J-1502000-02 Station Map.pdf](#)

ATTACHMENT J-1502000-03  
 FILTER MAINTENACE FILTER SCHEDULE CODES

Schedule	Frequency per Year	Total Times per Year
A	Every Week	52
B	Once Every Two Weeks	26
D	Once Every Month	12
E	Every Two Months (April/June/August/October)	4
F	Every Two Months	6
G	Every Two Months (October/December/February/April)	4
H	Every Three Months	4
I	Every Twenty Six Weeks	2
J	March and September	2
K	October	1
M	April	1
N	Every Week (Seasonal)	39
TA	Triannual	3

ATTACHMENT J-1502000-04  
FILTER SPECIFICATIONS

SPECIFICATION

ASHRAE 52.1 & 52.2, Standard Specification for Dust Removal Efficiency. ASHRAE 51.1, Standard for Dust Holding Capacity.

MIL- STD-282 DOP, Method for HEPA Filters

MIL-F-16552D-Filters, Air Environmental Control System, Cleanable Impingement (High Velocity Type)

UL 586, High Efficiency, Particulate, Air Filters

UL 900, Flammability

<u>Type Filter</u>	<u>Filter Description</u>	<u>Specification</u>
C	Washable Aluminum Mesh Filter	MIL-F-16552, Class 2
SD	Throw Away Panel Type Filter	MERV 5, <20% Efficiency
PFP	Replaceable Pads Cut to Fit Holding Frames, Or Ordered cut to size. Synthetic Fiber Media.	MERV 7, 25-30% Efficiency.
FFMDH	Cartridge Cell Type Filter, Galvanized Steel Metal Frame with Double Header Construction.	MERV 14, 90% Efficiency.
FFMSH	Cartridge Cell Type Filter, Galvanized Steel Metal Frame with Single Header Construction.	MERV 14, 90% Efficiency.
BT	Bag Type, Extended Surface Pocket Filter. Synthetic Fiber Media	MERV 14, 90% Efficiency.
HIE	Pleated Panel, High Capacity, Disposable Extended Surface	MERV 8, 30-35% Efficiency
RTP	Viscous Impingement Round Replacement Type Filter Pad With Tackifier Sprayed on the Filter	MERV 7, 25-30% Efficiency.
CF	Cartridge Filters, Typical applications include abrasive blasting, weld fume, plasma cutting and metal grinding. The media is composed of cellulose and synthetic polyester fiber.	MERV15, 99.97% Efficiency.
P	Pre-filter, Rolled Synthetic Fiber Media cut to fit over primary filters. 1", Dry tack adhesive on air leaving side.	MERV 7, 25-30% Efficiency.
HEPA	Cartridge Cell, Double Flanged Filter. High Capacity, Galvanized Steel Cell Side Material.	MERV 15, 99.97 Efficiency, UL 586, MIL-STD-282 DOP



**PERFORMANCE  
ASSESSMENT  
PLAN**

**1502000 FACILITIES INVESTMENT  
FILTER MAINTENANCE SERVICES**

**NAVAL STATION GREAT LAKES  
GREAT LAKES, IL**

**SOLICITATION  
#N40085-16-R-5005**

**PREPARED BY:**

**NAVFAC MW, PWD GREAT LAKES  
GREAT LAKES, IL.**

**08/01/2015**

# Performance Assessment Plan Contents

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## Performance Assessment Plan

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### Introduction

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The PAP establishes PA provisions for Contract #N40085-R-16-5005 FILTER MAINTENANCE SERVICES at Naval Station Great Lakes, Great Lakes, IL.

The PAP describes the methodology for assessing the Contractor's performance that will be used to provide Contractor feedback, update Contractor Performance Assessment Rating System (CPARS), and. The PAP includes applicable Functional Assessment Plan (FAP) and standard Performance Assessment Worksheets (PAW) to document and report Government observations and rate Contractor performance. The Government's role is to assess Contractor's work against measurable performance standards, and under PBSA the Contractor's role is to ensure its quality through successful implementation of its QMS. Government PA is intended to ensure payments are made only for services that comply with contract requirements.

A positive relationship between the Government and the Contractor is essential in fulfilling a performance-based requirement. The Government's relationship with the Contractors should be one that promotes a strong and positive business alliance to achieve mutually beneficial goals, such as timely delivery and acceptance of high-quality services, through the use of efficient business practices. It is essential that the Government and the Contractor work together as a team to communicate expectations, agree on common goals, develop a common understanding of measurable standards, and identify and address problems early in the contract to achieve desirable outcomes.

### Roles and Responsibilities

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The Government's key roles and responsibilities for performance assessment are as follows:

**Performance Assessment Representative (PAR).** The PAR reviews submittals, periodically assesses and documents Contractor performance, evaluates Contractor's QMS, keeps current records of performance issues and results, and communicates findings as necessary with the Contractor, Senior PAR (SPAR), Contracting Officer (KO), and Contracting Officer Representative (COR), as applicable.

**Senior PAR (SPAR).** The SPAR reviews documentation for completeness and accuracy before presentation to the Performance Assessment Board (PAB). The SPAR is normally designated as the PAB chairperson.

**Contract Specialist (CS).** The ACO and/or PCO assigned to the contract.

**Contracting Officer (KO).** The KO has final responsibility for Contractor PA per FAR Part 42—Contract Administration and Audit Services, non-conformance modifications, and unilateral determination of incentives.

**Contracting Officer's Representative (COR).** The COR is a PAB member responsible for a variety of duties that assist in performance assessment.

**Performance Assessment Board (PAB).** The PAB is comprised of key technical and administrative personnel appointed in writing by the KO. The PAB will convene periodically to

review Contractor performance documentation and prepare and forward a summary report of findings and recommendations to the KO.

## Training

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- ... To effectively implement the PA Program, individuals who monitor the Contractor's performance should be experienced in the annex/sub-annex areas for which they are assigned and adequately trained.

## Safety

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Ensure that the Contractor is in compliance with safety requirements specified in Spec Item 2.9. The PAR should be present during any local Safety briefings. If the PAR observes a violation of any safety requirements by the Contractor, the PAR should:

- ... Report the safety hazard resulting from unsafe acts or conditions, defective tools, materials, or equipment used by the Contractor to the KO.
- ... When imminent danger is apparent (where, if the hazard is not immediately corrected, there is a high probability that a serious accident will occur, life will be in danger or there will be extensive property damage), immediately inform the Contractor and request immediate action be taken to correct the hazard. If the Contractor does not voluntarily comply with this request, direct the Contractor to stop that portion of the work.

## Security

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The PAR should become familiar with all security requirements specified in Spec Item 2.8. of the contract and report any observed violations to the KO.

## Submittals

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The PAR should review reports and other submittals identified in Section F to ensure they comply with applicable requirements and specifications.

## Meetings

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The PAR should attend and be prepared for required meetings, including partnering sessions. The PAR should be familiar with the Spec Items in Annex 2 titled "Required Conferences and Meetings" and "Partnering."

## Methods of Assessment (MOA)

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The PAR will periodically assess services for conformance to contract performance objectives and standards using the following MOAs:

- ... Periodic Sampling (PS)
- ... Random Sampling (RS)
- ... Validated Customer Complaints (VCC)

- ... Unscheduled Visits (UV)
- ... Customer's Evaluation (CE)

The MOAs used for assessment of each performance objective and standard are identified in each FAP included in Attachment A.

## Quality Management System (QMS)

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When the Government's assessment of the Contractor's performance reveals that the quality management efforts are not effective in ensuring performance objectives and standards are achieved, further action is required. The PAR will conduct a review of the Contractor's QC records and process for the work item(s) where deficiencies are noted to validate the accuracy and effectiveness of the Contractor's QMS.

For QMS to be considered acceptable, the Contractor must demonstrate to the Government through quality management and QC corrective and preventive actions that the risk of failure to meet performance standards has been satisfactorily mitigated.

## Assessment Procedures

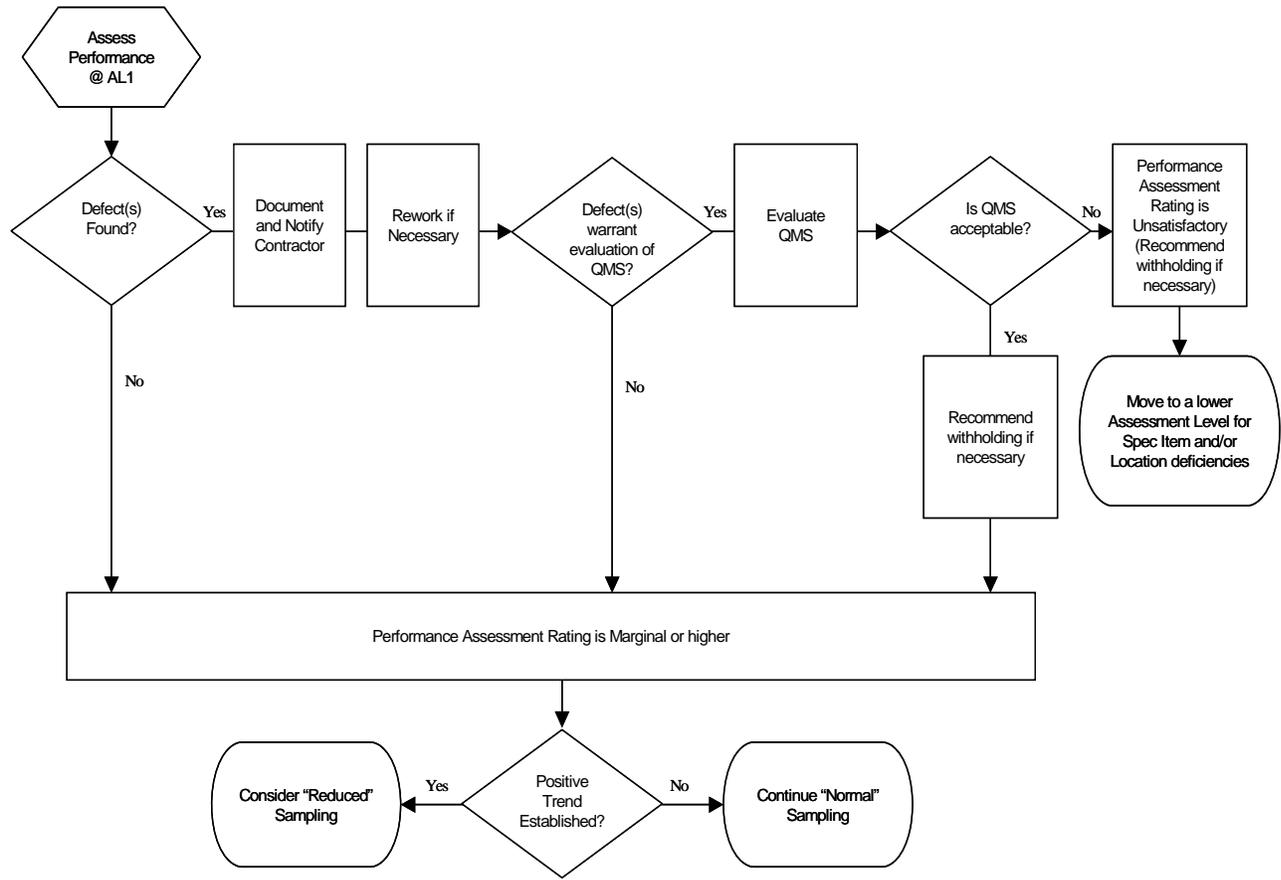
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### **Post-Award Planning**

The PAR should review and understand contract requirements, performance objectives, and standards, as well as the Contractor's technical proposal, QMS (including QC Plan), work schedules, and submittals. The PAR should develop a planned assessment schedule based upon factors such as selected MOAs, Contractor's recurring performance schedule, population of work, and local priorities and conditions.

## Performance Assessment Process

The flowcharts and corresponding descriptions shown below detail the performance assessment process used by the PAR to observe, assess, document, and rate Contractor's performance.



**Figure 1. Performance Assessment Process for Assessment Level 1 (AL1)**

The following descriptions are provided for the flowchart shown in Figure 1:

**Assess Performance at AL1** – Starting point of assessment. Assess the Contractor's performance using the MOA, frequencies, and sample sizes indicated at AL1 of the FAP, Attachment A. The starting point may include additional PA at lower assessment levels for mission critical, safety, or environmental related services.

**Defect(s) Found** – If the Contractor has performed all work in accordance with the performance objectives and standards, then a performance rating of satisfactory or higher should be assigned. The PAR will document any instances of value-added services or work that exceeds performance standards with supporting narrative on the Performance Assessment Worksheet (PAW), Attachment B. When the assessed work fails to comply with performance objectives and

standards, the PAR will document the defect on the PAW and notify the Contractor. Validated customer complaints (VCC) or instances of non-conforming work discovered during unscheduled visits (UV) should also be documented as defects. Where customer complaints are received, all alleged defects must be evaluated within a reasonable time to validate that the performance standards were not met. Documentation will be completed using the Customer Complaint Record, Attachment C. Documentation of UV will be completed on a PAW.

**Document and Notify Contractor** – Document instances of value-added performance that exceeds contract performance standards, and negative performance that fails to meet contract performance standards, with supporting narrative on the Performance Assessment Worksheet (PAW). If defects are found, the PAR will forward a copy of the PAW to the Contractor. The Contractor shall sign and return the PAW within 24 hours to acknowledge receipt of the document. The Contractor's signature does not constitute agreement with the Government's assessment, it merely acknowledges that the Contractor has been notified of a Government observed defect. Should the Contractor disagree with the Government's observations, discussions should be conducted to reach a common understanding of performance objectives and standards.

**Rework if Necessary** – In the case of unsatisfactory or non-performed work, the Government may, at its option, allow the Contractor an opportunity to correct by re-performance at no additional cost to the Government. Rework shall be completed within the timeframe specified in Section E, Consequences of Contractor's Failure to Perform Required Services clause of the contract.

**Defect(s) Warrant Evaluation of QMS?** – Defects warrant evaluation of QMS if 1) they are "Significant", 2) a "Trend" has been established, or 3) the work is not considered "Substantially Complete". Significant defects include the Contractor's failure to meet performance objectives and standards that result in damage to the Government, or incomplete major or critical work items. Significant defects are subjective and should be discussed in initial partnering sessions with the Contractor. Trends are defects that may be considered minor but are recurring and have not been corrected through the Contractor's QMS. Substantially complete means that the performance standard is fully met except for minor or trivial non-conformances per FAR 46.407. A service will be judged to be fully conforming to the contract performance standards if the nonconformance is minor or trivial and there is no omission of essential work, and approximately 95% of the total work (population) assessed meets the performance standard.

**Evaluate QMS** – The PAR should evaluate the Contractor's QMS to verify proper controls are in place to ensure the delivery of quality services. This review should be limited to the Spec Items and/or location where defects have been found as opposed to a complete audit of the Contractor's QMS. The evaluation should identify corrective actions the Contractor is taking for specific discrepancies and identify any QMS changes the Contractor is implementing to preclude systemic problems, avoid repeat discrepancies, and regain Quality Control (QC).

**Is QMS Acceptable?** – The Contractor must demonstrate to the Government that they have taken corrective actions and identified QMS changes to preclude systemic problems, avoid repeat discrepancies, and regain QC. QMS is considered "Acceptable" if the Contractor's actions will satisfactorily reduce the risk of continued failure to meet performance standards.

**Recommend withholding if necessary** – The PAR should document recommendations for withholding of payment on the PAW for non-conforming services when defects cannot be corrected by re-performance. Withholdings should only be taken if the amount withheld exceeds the cost associated with the Government’s administrative effort to withhold funds. This should be performed in conjunction with the review of the Contractor’s monthly invoice.

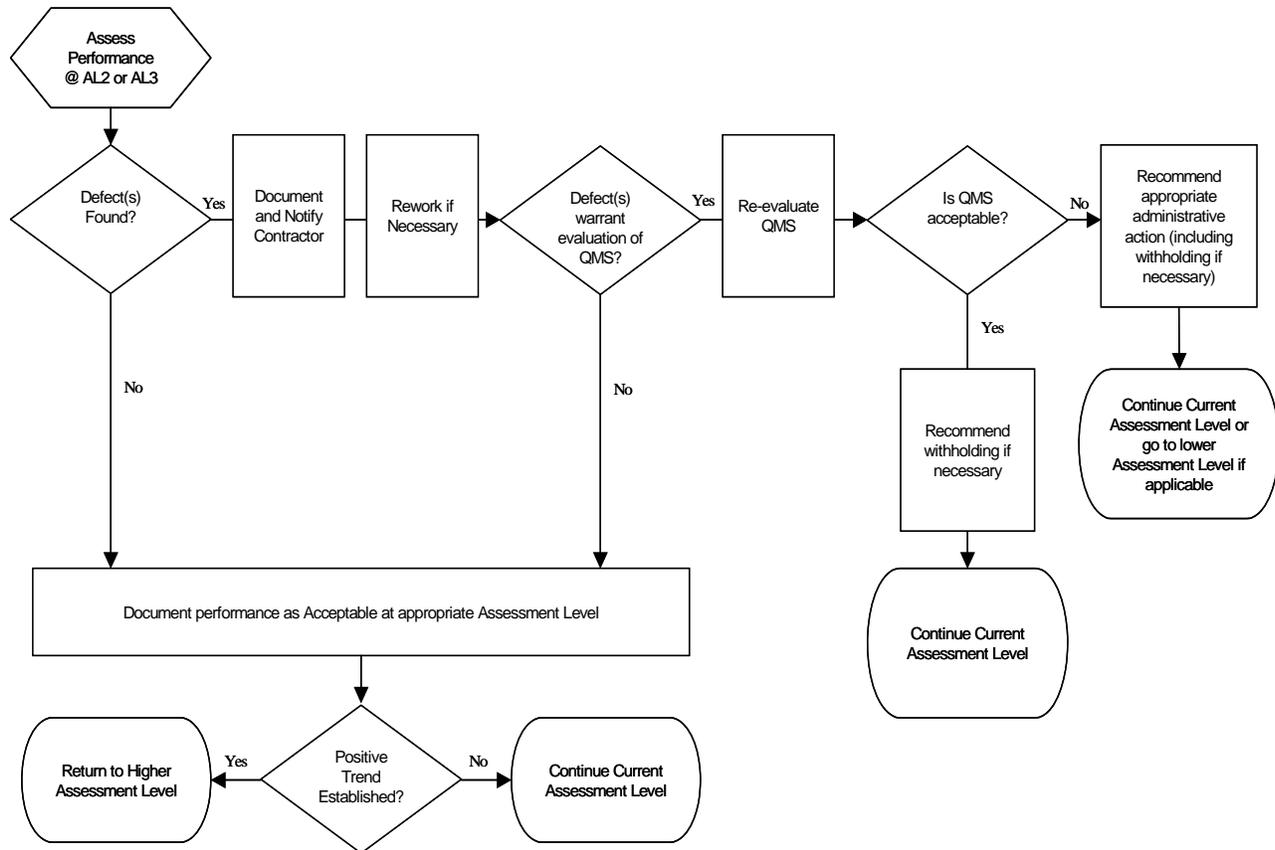
**Performance Assessment Rating is Marginal or higher** – The PAR shall document all findings, including findings associated with the Contractor’s QMS if an evaluation was conducted, on PAW 1. The PAR should rate the Contractor Marginal, Satisfactory, Very Good, or Exceptional in accordance with the PARC adjectival descriptions shown in Attachment D.

**Positive Trend Established?** – If the Contractor has established a trend of Satisfactory, Very Good or Exceptional performance over a period of time, e.g., three months, the PAR should consider sampling at the reduced level. If a trend has not yet been established the PAR should continue normal sampling.

**Continue “Normal” Sampling** – The PAR should continue sampling the size identified as “Normal” in the FAP at AL1.

**Consider “Reduced” Sampling** – The PAR should adjust sampling to the size identified as “Reduced” in the FAP at AL1.

**Performance Assessment Rating is Unsatisfactory** – If the Contractor’s QMS is unacceptable, then the PAR should document all findings, including findings associated with the Contractor’s QMS, on PAW 1. The PAR should rate the Contractor Unsatisfactory in accordance with the adjectival ratings included in the PARC.



**Move to a lower Assessment Level for Spec Item and/or Location deficiencies –** When the Contractor’s performance is unsatisfactory at AL1, additional PA at Assessment Level 2 or 3 (AL2 or AL3) should be conducted for the Spec Item and/or location deficiencies as shown in Figure 2.**Figure 2. Performance Assessment Process for Assessment Level 2 or 3 (AL2 or AL3)**

The following descriptions are provided for the flowchart shown in Figure 2:

**Assess Performance at AL2 or AL3 –** Start additional assessment(s) at a lower level if the rating on PAW 1 was unsatisfactory. Assess the Contractor’s performance using the MOA, frequencies, and sample sizes indicated at the appropriate assessment level, e.g., AL2 or AL3 of the FAP.

**Defect(s) Found –** If the Contractor has performed all work in accordance with the performance objectives and standards, then a performance rating of satisfactory or higher should be assigned. The PAR will document any instances of value-added services or work that exceeds performance standards with supporting narrative on the Performance Assessment Worksheet (PAW). When the assessed work fails to comply with performance objectives and standards, the PAR will document the defect on the PAW and notify the Contractor. Validated customer complaints (VCC) or instances of non-conforming work discovered during unscheduled visits (UV) should also be documented as defects. Where customer complaints are received, all alleged defects must be evaluated within a reasonable time to validate that the performance standards were not

met. Documentation will be completed using the Customer Complaint Record, Attachment C. Documentation of UV will be completed on a PAW.

**Document and Notify Contractor** – Document instances of value-added performance that exceeds contract performance standards, and negative performance that fails to meet contract performance standards, with supporting narrative on the Performance Assessment Worksheet (PAW). If defects are found, the PAR will forward a copy of the PAW to the Contractor. The Contractor shall sign and return the PAW within 24 hours to acknowledge receipt of the document. The Contractor's signature does not constitute agreement with the Government's assessment, it merely acknowledges that the Contractor has been notified of a Government observed defect. Should the Contractor disagree with the Government's observations, discussions should be conducted to reach a common understanding of performance objectives and standards.

**Rework if Necessary** – In the case of unsatisfactory or non-performed work, the Government may, at its option, allow the Contractor an opportunity to correct by re-performance at no additional cost to the Government. Rework shall be completed within the timeframe specified in Section E, Consequences of Contractor's Failure to Perform Required Services clause of the contract.

**Defect(s) Warrant Evaluation of QMS?** – Defects warrant evaluation of QMS if 1) they are "Significant", 2) a "Trend" has been established, or 3) the work is not considered "Substantially Complete". Significant defects include the Contractor's failure to meet performance objectives and standards that result in damage to the Government, or incomplete major or critical work items. Significant defects are subjective and should be discussed in initial partnering sessions with the Contractor. Trends are defects that may be considered minor but are recurring and have not been corrected through the Contractor's QMS. Substantially complete means that the performance standard is fully met except for minor or trivial non-conformances per FAR 46.407. A service will be judged to be fully conforming to the contract performance standards if the nonconformance is minor or trivial and there is no omission of essential work, and approximately 95% of the total work (population) assessed meets the performance standard.

**Document performance as Acceptable at appropriate assessment level** – The PAR shall document all findings, including findings associated with the Contractor's QMS if an evaluation was conducted. The PAR should rate the Contractor's performance as Acceptable.

**Positive Trend Established?** – If the Contractor has established a trend of acceptable performance over a period of time, e.g., three months, the PAR should return to a higher assessment level. If a positive trend has not yet been established the PAR should continue at the current assessment level.

**Continue Current Assessment Level** – The PAR should continue sampling at the size and frequency identified in the FAP at the appropriate assessment level.

**Return to Higher Assessment Level** – The PAR should discontinue the additional lower level assessment and move to a higher assessment level or reduce to normal AL1 assessment.

**Re-evaluate QMS** – The PAR should re-evaluate the Contractor's QMS to verify proper controls are in place to ensure the delivery of quality services. This review should be limited to the Spec Items and/or location where defects have been found as opposed to a complete audit of the

Contractor's QMS. The evaluation should identify corrective actions the Contractor is taking for specific discrepancies, and identify any QMS changes the Contractor is implementing to preclude systemic problems, avoid repeat discrepancies, and regain Quality Control (QC).

**Is QMS Acceptable?** – The Contractor must demonstrate to the Government that they have taken corrective actions and identified QMS changes to preclude systemic problems, avoid repeat discrepancies, and regain QC. QMS is considered “Acceptable” if the Contractor's actions will satisfactorily reduce the risk of continued failure to meet performance standards.

**Recommend withholding if necessary** – If the Contractor's QMS is acceptable, then the PAR may still consider recommending withholding of payment for non-conforming services when defects cannot be corrected by re-performance by documenting on the PAW. Withholdings should only be taken if the amount withheld exceeds the cost associated with the Government's administrative effort to withhold funds. This should be performed in conjunction with the review of the Contractor's monthly invoice.

**Continue Current Assessment Level** – The PAR shall continue sampling the size identified in the FAP at the current assessment level.

**Recommend appropriate administrative action** – The PAR should document recommended administrative actions on the Monthly Performance Assessment Summary. Administrative actions may include additional performance review meetings, issuance of a CDR (Attachment C), withholding of payment including liquidated damages, or interim CPARS rating.

**Continue Current Assessment Level or go to lower Assessment Level if applicable** – The PAR shall continue sampling at the size and frequency identified in the FAP at the appropriate assessment level or can move to a lower level of assessment if applicable.

### **Assessment Summary and Evaluation Procedures**

The PAR and SPAR will collect, review, and evaluate the results of all performance assessments including PAW documentation, validated customer complaints, customer evaluations, trend data, and Contractor QMS corrective and preventive actions. The SPAR summarizes PA information and recommended actions on the MPAS. The MPAS for each annex/sub-annex is included with the applicable FAP, Attachment A. Copies of completed PAWs, VCCs, Customer Evaluation forms, and other assessment documentation should be attached to the MPAS.

The PA information should also be used as part of the validation of the Contractor's monthly invoice amount. The PAR and SPAR will determine the value of the estimated damages to the Government for non-conforming or non-performed work and recommend to the KO the appropriate withholding including liquidated damages (LDs). Documentation must be provided to support the reduced value of services and/or the estimated cost and related profit to correct deficiencies and complete unfinished work.

The PAB will convene monthly to review and evaluate Contractor performance. The PAB reviews the MPAS, recommended performance ratings, basis for withholdings, and other supporting PA information. Each PAB member rates overall Contractor performance using the PARC and then the PAB develops a consensus monthly rating. The PAB will submit a report to the KO for consideration when issuing contract modifications for non-conforming services per FAR Clause 52.246-4, INSPECTION OF SERVICES—FIXED PRICE, assessing contract

incentives, and preparing a Contractor Performance Assessment Rating System (CPARS) evaluation per FAR Part 42.

## Summary

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The PAP is based on the premise that the Contractor is responsible for managing and ensuring that quality controls meet the terms of the contract. The PAP facilitates consistent and effective tiered PA to verify the accuracy and completeness of the Contractor's QMS and to assess overall compliance with performance objectives and standards. The Government will evaluate Contractor performance through appropriate assessment methods to ensure payments are made only for services that comply with contract requirements. This PAP is a "living" document that will be revised or modified as circumstances warrant.

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**Attachments**

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Attachment A: Functional Assessment Plan (FAP)

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**FUNCTIONAL ASSESSMENT PLAN (FAP)**

**FACILITY INVESTMENT**

**1502000**

**FACILITY INVESTMENT FAP**

<u>Assessment Levels (AL)</u>	<u>Assessment Frequency (Freq)</u>	<u>Method of Assessment (MOA)</u>
<b>AL1</b> Start assessment at this Level	<b>A – Annually</b>	<b>PS – Periodic Sampling</b>
<b>AL2</b> Add this Level if Contractor performance for AL1 is Unsatisfactory	<b>Q – Quarterly</b>	<b>RS – Random Sampling</b>
<b>AL3</b> Add this Level if Contractor performance at AL1 or AL2 is Unsatisfactory	<b>M – Once per month</b>	<b>VCC – Validated Customer Complaints</b>
	<b>BW – Once every 13-16 days</b>	<b>UV – Unscheduled Visits</b>
	<b>W – Once per week</b>	<b>CE – Customer’s Evaluation</b>
	<b>R – As required</b>	
Note: Return to appropriate Assessment Level		Note: The first method listed in the MOA column below is the primary assessment method.

Spec Item	Performance Objective	Performance Standard	MO A	Assessment Level			Sample Size		Freq
				AL1	AL2	AL3	Normal	Reduced	
3.1	The Contractor shall perform filter maintenance work in a timely manner and ensure the filters are in a safe, operable condition and function properly.	<p>Filters are maintained within the specified time.</p> <p>Filters are in an operable condition and function properly in accordance with OEM specifications.</p> <p>Work is accomplished per Spec Item 2.3, Workmanship and Material Standards.</p> <p>When filter maintenance is complete there is no any hazard or danger to personnel, equipment or system.</p>	PS VCC		N/A	N/A	10%	5%	M
3.1.1	The Contractor shall replace Type “C” (permanent) air filters for systems, and equipment to ensure systems, and equipment are restored to a safe, clean, operable condition with a clean Type “C” (permanent) air filter and all associated hardware for the filter(s) are in place and working properly.	<p>Filters are maintained in accordance with the approved filter maintenance schedule and submitted work schedules.</p> <p>Filters are in an operable condition and function properly in accordance with OEM specifications.</p> <p>Work is accomplished per Spec Item 2.3, Workmanship and Material Standards.</p> <p>When filter maintenance is complete there is no any hazard or danger to personnel, equipment or system.</p>	PS VCC	N/A		N/A	10%	N/A	M

Spec Item	Performance Objective	Performance Standard	MO A	Assessment Level			Sample Size		Freq
				AL1	AL2	AL3	Normal	Reduced	
3.1.2	The Contractor shall replace all air filters (except Type "C" permanent air filters) for systems, and equipment to ensure systems, and equipment are restored to a safe, clean, operable condition with a clean disposable air filter and all associated hardware and the filters are in place and working properly.	Filters are maintained in accordance with the approved filter maintenance schedule and submitted work schedules. Filters are in an operable condition and function properly in accordance with OEM specifications.  Work is accomplished per Spec Item 2.3, Workmanship and Material Standards.  When filter maintenance is complete there is no any hazard or danger to personnel, equipment or system.	PS VCC	N/A		N/A	10%	N/A	M
3.2	The Contractor shall perform water filter maintenance work in a timely manner and ensure the filters are in a safe, operable condition and function properly.	The Contractor shall perform filter maintenance work in a timely manner and ensure the filters are in a safe, operable condition and function properly.	PS		N/A	N/A	As Required	N/A	R
4	NON RECURRING Work (NA) NON RECURRING 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 NON RECURRING 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 NON RECURRING work will be the same as those in Spec Item 3 where applicable.	PS	N/A	N/A	N/A	As Required	N/A	R

MONTHLY PERFORMANCE ASSESSMENT SUMMARY

Annex/sub-annex: 1502000 Facility Investment

Month/Year: \_\_\_\_\_

Spec Item	Title	AL1 Rating					AL2/AL3 Rating		VCC	
		E	V G	S	M	U	# Samples	A		U
3.1	Filter Maintenance									
3.1.1	Emergency Service Calls Type "C" (Permanent) Air Filters									
3.1.2	Routine Service Calls All Other Air Filters									
3.2	Water Replacement/Maintenance									

MONTHLY PERFORMANCE ASSESSMENT SUMMARY

Annex/sub-annex: 1502000 Facility Investment (cont) Month/Year: \_\_\_\_\_

**Comments:**

**Recommended Actions:**

SPAR Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Attachment B: Performance Assessment Worksheet (PAW)

**PERFORMANCE ASSESSMENT WORKSHEET**

ANNEX/SUB-ANNEX: \_\_\_\_\_

PAW (Indicate Level)	1	2	3
CONTRACT NO:		PAR NAME:	
SAMPLE ID:		DATE:	
SAMPLE LOCATION:			
SPEC ITEM:		TITLE:	
<b>COMMENTS:</b> (Document findings/observation of value-added and negative performance, and trends)			
<b>RATING:</b> <b>(For PAW-2/3 only)</b>	Acceptable	Unacceptable	
PAR (signature): _____		DATE: _____	
-			
CONTRACTOR (signature): _____		DATE: _____	
REWORK:	Acceptable	Unacceptable	N/A
<b>QMS EVALUATION:</b> (Document effectiveness of contractor's QMS to detect/correct negative performance and reverse trends)			
QMS RATING:	Acceptable	Unacceptable	N/A
<b>PERFORMANCE ASSESSMENT RATING: (FOR PAW-1 ONLY)</b>			

<input type="checkbox"/> <b>Exceptional</b>	<input type="checkbox"/> <b>Very Good</b>	<input type="checkbox"/> <b>Satisfactory</b>	<input type="checkbox"/> <b>Marginal</b>	<input type="checkbox"/> <b>Unsatisfactory</b>
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Attachment C: Customer Complaint Record

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**CUSTOMER COMPLAINT RECORD**

ANNEX/SUB-ANNEX: \_\_\_\_\_

CONTRACT NO:		DATE/TIME RECEIVED:	
		RECEIVED BY:	
SOURCE OF COMPLAINT			
ORGANIZATION:		INDIVIDUAL:	
PHONE:			
LOCATION:			
SPEC ITEM:		TITLE:	
<u>DETAILS OF COMPLAINT:</u>			
<u>COMMENTS:</u>			
Complaint Validation:	Valid	Non-valid	
PAR (signature): _____		DATE: _____	
CONTRACTOR (signature): _____		DATE: _____	
REWORK:	Acceptable	Unacceptable	N/A

<b>QMS EVALUATION:</b> (Document effectiveness of contractor's QMS to detect/correct negative performance and reverse trends)			
QMS RATING:	Acceptable	Unacceptable	N/A

Attachment D: Performance Assessment Rating Criteria (PARC)

Adjectival Rating with Description	Percent Rating
<p><b>Exceptional:</b> The Contractor demonstrates a high level of performance and quality that meets all and exceeds most performance objectives and standards. QMS is presumed effective based on little or no minor performance inconsistencies, all of which have been corrected/resolved. All work is performed in a timely manner and Customer needs are met.</p>	95 to 100
<p><b>Very Good:</b> The Contractor demonstrates a high level of performance and quality that meets all and exceeds some performance objectives and standards. QMS is presumed effective based on some minor performance inconsistencies, all of which have been corrected/resolved. Vast majority of work is performed in a timely manner and Customer needs are met.</p>	90 to 94.9
<p><b>Satisfactory:</b> The Contractor demonstrates a level of performance and quality that meets all performance objectives and standards. QMS is acceptable; however, there have been some discussions of management and quality control. Customer needs are predominantly met.</p>	85 to 89.9
<p><b>Marginal:</b> The Contractor demonstrates a level of performance and quality that meets most but not all performance objectives and standards. Periodic input required from the Government to initiate corrective action. QMS is adequate with Government reminders. Customer needs are usually met.</p>	75 to 84.9
<p><b>Unsatisfactory:</b> The Contractor demonstrates a level of performance and quality that fails to meet many performance objectives and standards and/or those that have a substantial impact on quality. The Contractor's performance is inadequate or inferior with an excessive number of inconsistencies. Substantial input is required from the Government to acquire corrective actions. QMS documentation and preventive actions are inadequate. Customer feedback indications are unsatisfactory.</p>	Below 75

Note: This table shows two columns, Adjectival and Numerical. Adjectival ratings provide CPARS equivalent descriptions, and, numerical ratings provide comparable values for use in summary performance evaluations where applicable, e.g., Award Fee.

## Attachment E: Contract Discrepancy Report (CDR)

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<b>CONTRACT DISCREPANCY REPORT</b>		1. CONTRACT NUMBER
<b>GOVERNMENT ACTION</b>		
2. TO (Contractor and Manager Name)	3. FROM (Name of Government Representative)	
4. DISCREPANCY OR PROBLEM		
5. CONTRACTOR NOTIFIED (Date, Time, Contact Name)		
6. SIGNATURE OF CONTRACTING OFFICER	7. DATE	
<b>CONTRACTOR ACTION</b>		
8. TO (Contracting Officer)	9. FROM (Contractor)	
10. CONTRACTOR RESPONSE (Cause, corrective actions to prevent recurrence. Attach continuation sheet if necessary.)		
11. SIGNATURE OF CONTRACTOR REPRESENTATIVE	12. DATE	
<b>GOVERNMENT CLOSE OUT</b>		
13. GOVERNMENT EVALUATION (Acceptance, partial acceptance. Attach continuation sheet if necessary.)		
14. GOVERNMENT ACTIONS (Payment deduction, cure notice, show cause, other.)		
15. SIGNATURE OF CONTRACTING OFFICER	16. DATE	
17. SIGNATURE OF REVIEWING OFFICIAL	18. DATE	

## Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	CONTRACTOR SIGNIFICANT INCIDENT REPORT		22-JAN-2016
Attachment 2	INITIAL CONTRACTOR MISHAP NOTIFICATION REPORT		22-JAN-2016
Attachment 3	FILTER INVENTORY SCHEDULE		22-JAN-2016
Attachment 4	WATER FILTRATION SCHEDULE		22-JAN-2016
Attachment 5	STATION MAP		22-JAN-2016

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE

52.223-4

Recovered Material Certification

MAY 2008

## CLAUSES INCORPORATED BY FULL TEXT

## 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(a) Definitions. As used in this provision--`"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby 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 its behalf in connection with the awarding of this contract.

(d) Disclosure. 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.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561790.

(2) The small business size standard is \$7.5MILLION.

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

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(        ) Paragraph (d) applies.

( ) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) 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 the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within 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 the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. 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.

FAR Clause	Title	Date	Change
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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 on SAM.

(End of provision)

52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS--REPRESENTATION (NOV 2015)

(a) Definitions. Inverted domestic corporation and subsidiary have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) 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.

(c) Representation. The Offeror represents that--

(1) It [ \_\_\_ ] is, [ \_\_\_ ] is not an inverted domestic corporation; and

(2) It [ \_\_\_ ] is, [ \_\_\_ ] is not a subsidiary of an inverted domestic corporation.

(End of provision)

#### 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) 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 public (Federal, State, or local) 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 (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.; and

(D) 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.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) 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.

(ii) 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.

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

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

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

(iv) 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).

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a

Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ( ) has ( ) does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of 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 concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561790.

(2) The small business size standard is \$7.5MILLION.

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

(c) Representations. (1) The offeror represents as part of its offer that it [ \_\_\_ ] is, [ \_\_\_ ] is not a small business concern. (2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ \_\_\_ ] is, [ \_\_\_ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [ \_\_\_ ] is, [ \_\_\_ ] is not a women-owned small business concern.

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

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

(ii) It [ \_\_\_ ] is, [ \_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_ --.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

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

(ii) It [ \_\_\_ ] is, [ \_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_ --.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

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

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

(ii) It [  ] is, [  ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture:  --.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Notice.

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

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

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

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

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

(End of provision)

#### 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

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

(b) (  ) It has, (  ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

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

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

(End of provision)

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (SEP 2010)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Veterans), it has submitted the most recent VETS-100A Report required by that clause.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

INSTRUCTIONS TO OFFERORS

**INSTRUCTIONS TO OFFERORS**

**BASE WIDE FILTER MAINTENANCE CONTRACT  
Naval Station Great Lakes, IL**

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**CLIN 0001:** 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 for a Fixed Price contract for the recurring maintenance of filters for air conditioning, heating and water filtration systems as Naval Station Great Lakes, IL. The contract will consist of maintaining approximately 12,540 filters, consisting of 11 different types of filters, located at approximately 130 facilities on Naval Station Great Lakes facilities.

**1. POINT OF CONTACT**

Ms. Patti Borja, Contract Specialist  
Phone: (847) 688-5395 extension 247  
Fax: (847) 688-3689  
Email: [patti.borja@navy.mil](mailto:patti.borja@navy.mil)

**2. STATEMENT OF WORK (SOW)**

All work shall be accomplished in accordance with the attached plans and specifications and this Request for Proposal (RFP).

**3. NAICS and Size Standard:**

NAICS code for this solicitation is 561790 with a Small Business Size Standard of \$7.5m.

**4. PRE-PROPOSAL CONFERENCE/SITE VISIT**

A pre-proposal conference and site visit will be held:

DATE: Wednesday, February 3, 2016

TIME: 9:00 a.m. CDT

PLACE: 310 B Street, Building 1H

Great Lakes, IL 60088-2814

**\*\*NOTE\*\*** Due to restricted access to the base, offerors are required to RSVP to Patti Borja at [patti.borja@navy.mil](mailto:patti.borja@navy.mil) and cc Gerard Wade at [Gerard.wade@navy.mil](mailto:Gerard.wade@navy.mil). Please email names of site visit attendees **no later than Thursday, January 28, 2016, 11:00 am Central Time**. Offerors **must** RSVP to attend the site visit.

Interested parties are to meet at the Main Gate Visitors' Center, Naval Station Great Lakes, IL.

Following the pre-proposal conference, a site visit to the construction site will be conducted. Pre-proposal Conference & Site Visit Questions shall be directed to the above mentioned Point of Contact ([patti.borja@navy.mil](mailto:patti.borja@navy.mil)).

5. **PRE-PROPOSAL INQUIRIES (PPIs)**: Inquiries and questions on this Request for Proposal shall be submitted in writing electronically to the Contract Specialist using the Pre Proposal Inquiries (PPIs) form provided as Attachment 1 of the this solicitation. **Please ensure that the PPI form is returned as an Excel spreadsheet, not as a .pdf.** The Point of Contact (POC) for inquiries is Patti Borja at [patti.borja@navy.mil](mailto:patti.borja@navy.mil). All RFIs must be received no later than 3:00pm CT, Tuesday, January 26, 2016. It is the offeror's responsibility to verify that RFIs were received by the Government.
  
6. **PROPOSAL DUE DATE & SUBMISSION INSTRUCTIONS**: Technical and Price Proposals are due no later than Friday, February 5, 2016 **by 2:00pm. CDT.** **Electronic submission of proposals will NOT be accepted.** Offerors shall provide one (01) original and two (02) hard copies and one (01) CD of their Technical Proposal and one (01) hardcopy and one (01) CD of their Price Proposal, including any amendments. In the event of a discrepancy between the original proposal and copies, the original proposal will govern. Hard-copy originals and CDs as required by this RFP should be mailed to:  
  
Naval Facilities Engineering Command Midwest  
**ATTN Ms. Patti Borja, Contract Specialist**  
310 B Street, Building 1H  
Great Lakes, IL 60088-2814  
  
Hand-delivered proposals should be brought **directly to 310 B Street, Building 1H**, Naval Station Great Lakes, IL (base access is required for hand delivery of proposals).
  
7. Price Proposals **MUST** include a cover sheet *on company letterhead* with your DUNS number, CAGE Code, Tax ID, Names, titles, phone number (s) and email address(es) of persons authorized to negotiate on the Offeror's behalf with the Government. Cover sheet shall indicate your proposal expiration date.
  
8. **PERIOD OF PERFORMANCE**: This contract contains provisions for a **Base Period of 9 months with four (04) Option Periods of one (01) year each, not to exceed 57 months.** The Government has the option to extend the term of the contract in accordance with Contract Clause 52.217-9 – Option to Extend the Term of the Contract. Note that this includes time for processing of base passes, submittals, permits, and other submittals required prior to the start of the base period and each option year.

In accordance with NAVFAC Clause 5252.246-9303, Consequences of Contractor's Failure to Perform Required Services, the Government will deduct an amount from the Contractor's invoice or otherwise withhold payment for unsatisfactory or nonperformed work

**9. SERVICE CONTRACT ACT & DEPARTMENT OF LABOR (DoL) WAGE DETERMINATION(S):**

In accordance with FAR 22.10 Service Contract Labor Standards, Department of Labor Wage Determination WD 15-2167 (Rev.-2) dated 01/05/2016 applies to this Award.

**10. SYSTEM FOR AWARD MANAGEMENT (SAM)**

Offerors must be registered in the database IAW FAR 52.204-7 System for Award Management in order to be awarded a contract.

**11. VETS 4212 REGISTRATION**

Offerors must provide proof of VETS 4212 (fka VETS 100) registration with your Technical proposal.

**12. ESTIMATED COST RANGE:** The estimated value of this project in its entirety is between \$6,000,000.00 and \$7,000,000.00.

**13. ELECTRONIC INVOICING:** The Department of Defense (DoD) Wide Area Workflow (WAWF) system shall be used for the submission of invoices In Accordance With DFAR CLAUSE 252.232-7006.

**14. BONDING:** A bid guarantee *is required* with proposals, equal to 20% of the proposed price, IAW FAR 28.101-1. Performance and Payment bonds equal to 100% of the awarded dollar value are required after award IAW FAR 52.228-16. Also, IAW 52.228-5 – Insurance - Work on a Government Installation, insurance coverage is required within 15 days after award.

**15. SOLICITATION**

This solicitation incorporates the Statement of Work (SOW). The contractor will be required to meet the specifications in SOW as they are set forth.

**16. EVALUATION OF PROPOSALS**

Evaluations will be conducted in accordance with the proposal requirements and evaluation factors in the RFP.

**17. INCORPORATION OF PRICE PROPOSAL**

The Contractor's price proposal, including revisions and amendments made prior to contract award and a copy of which is in possession of both parties, will be incorporated into this contract upon award by reference with the same force and effect as if set forth in full text.

## Section M - Evaluation Factors for Award

SECTION M**SECTION M****PROPOSAL REQUIREMENTS & EVALUATIONS****18. NOTICE TO OFFERORS**

This is a Total Small Business Set Aside procurement.

**19. OFFERORS ARE ADVISED THAT AN AWARD MAY BE MADE WITHOUT DISCUSSIONS OR ANY CONTACT CONCERNING THE PROPOSALS RECEIVED.**

Therefore, proposals should be submitted initially on the most favorable price and technical terms. Offerors should not assume that they would be contacted or afforded an opportunity to qualify, discuss or revise their proposals. However, the Government reserves the right to clarify certain aspects of proposals or conduct discussions, providing an opportunity for the offeror to revise their proposal.

**20. BASIS FOR AWARD**

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

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

**21. In making the best value award decision, the LPTA process is selected as appropriate for this acquisition because the best value is expected to result from selection of the technically acceptable proposal with the lowest evaluated price. All non-price factors will be rated "ACCEPTABLE" or "UNACCEPTABLE". An overall non-price factors rating must be at least "ACCEPTABLE" in order to be eligible for award. An "UNACCEPTABLE" rating in any factor results in the overall non-price factors proposal being rated "UNACCEPTABLE" unless corrected through discussions. An overall non-price factors rating of "UNACCEPTABLE" makes a proposal ineligible for award.**

## 22. ADJECTIVAL RATINGS/DESCRIPTIONS

Each offeror's technical factors will be evaluated separately. Upon the conclusion of the evaluation of the technical factors, an overall non-price factors rating of Acceptable (A) or Unacceptable (U) will be assigned to each offeror's non-price factors proposal.

1. The following adjectival ratings and rating descriptions will be used to assign a rating to each technical factor. Use upper case letter ratings for major technical factor ratings. The addition of plus (+) or minus (-) to an adjective rating is not allowed.

Table A-1. Technical Acceptable/Unacceptable Ratings

Rating	Description
Acceptable (A)	Proposal clearly meets the minimum requirements of the solicitation
Unacceptable (U)	Proposal does not clearly meet the minimum requirements of the solicitation.

The weaknesses and/or deficiencies (as defined below) of each proposal for each non-price evaluation factor which influenced the assigned adjectival rating shall be identified.

### Definitions

Weakness	A flaw in the proposal that increases the risk of unsuccessful contract performance.
Significant Weakness	A flaw that appreciably increases the risk of unsuccessful contract performance.
Deficiency	A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

- 23.** The non-cost and/or price factors that will be evaluated as acceptable or unacceptable shall be as follows:

**Non-Cost/Price Evaluation Factors:**

- Factor 1 – Relevant Experience
- Factor 2 – Technical Approach
- Factor 3 – Safety
- Factor 4 – Past Performance

Since the LPTA methodology prohibits trade-offs, all evaluation factors and sub-factors are equally important. Proposals are evaluated for acceptability but not ranked using the non-cost and/or price factors.

**Factor 1 - Relevant Experience**

The Government will evaluate the quality of the offeror's relevant experience considering three (3) relevant projects/contracts of similar size, scope and complexity. A relevant project/contract is similar in size, scope, and complexity as follows:

- ... Size: Total contract dollar value must be between \$5million and \$10million
- ... Scope: Total number of buildings serviced in a single contract must be between 100 and 200
- ... Complexity: Total number of filters must be between 10,000 and 13,000 with similar characteristics, design, and end product as described in the Statement of Work and attachments (Parts C and J) of the Request for Proposal (RFP).

The distinction between past performance and experience is as follows: Relevant Experience pertains to the types of work and volume of work completed by a contractor that are comparable to the types of work covered by this requirement, in terms of size, scope, and complexity.

The contractor that demonstrates a high probability of success in relevant experience for projects of similar scope, size, and complexity will be considered satisfactory. A proposal with no relevant experience may not represent the most advantageous proposal to the Government and may be an unsuccessful proposal when compared to the proposals of other offerors.

**Solicitation Submittal Requirements:**

Include the following information for at least three (3) projects completed within the last five (5) years that best demonstrates the firm's and proposed team members' performance for projects similar in scope, size, and complexity to that described in the RFP.

Project name and location. Identify if offeror was acting as a prime contractor or sub-contractor.

Brief description of project indicating scope and special considerations and features.

Client reference letter including:

- Quality of services performed
- Timeliness of work performed
- Work within the available budget

Nature of offeror's responsibility

Start and completion dates (scheduled and actual)

Project costs (award and final cost)

Dollar value for which the offeror was responsible

Data showing that the offeror has performed similar services as specified. Data shall include description and location that each project that was performed satisfactorily in the manner intended.

Provide copies of performance awards, customer letters of appreciation, etc. with current points of contact and telephone numbers. List excellent and/or above average past performance ratings and letters of commendations from both Government agencies and private industry with respect to work, quality, performance and compliance with schedules concerning projects that have completed construction on an on-going project within the past three (3) years. **IMPORTANT:** It is the responsibility of the offeror to provide at least two accurate points of contact for each identified project/contract, as well as current telephone numbers and e-mail addresses. 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.

The assessment of the offeror's experience will be used as a means of evaluating the relative capability of the offeror to successfully meet the requirements of this RFP. In addition to the above, the Government reserves the right to obtain and review any other sources of information for evaluating experience, including sources outside the Government. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the offeror's proposal, inquiries of owner representative(s), and any other known sources not provided by the offeror. .

(ii) Basis of Evaluation: The basis for an acceptable rating for this factor is the degree to which experience evaluations and all other experience information reviewed by the Government (e.g., PPIRS, performance recognition documents, and information

obtained for any other source) reflect relevant experience, distinguished technical qualifications, as well as a trend of satisfactory experience 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 or Customers at all levels (Task managers, contracting officers, auditors, etc.);

Tasks that are identical to, similar to, or related to the task at hand

## **Factor 2 - Technical Approach**

(i) Solicitation Submittal Requirements: The offeror shall provide the following applicable Information for this specific project:

- Submit narrative not to exceed ten pages (12 point font) describing the following:
  - Materials, labor and equipment to be used
  - Technical Approach to performing services described in the specification.
  - Methods to be used to ensure Quality control.
  - Methods to be used to ensure Schedule requirements are met.

In addition, the Offeror's technical approach write up must address the following:

- a. How the incoming work will be received, assigned to an employee, scheduled, etc., without adversely impacting existing, uncompleted work.
- b. Detail a plan to ensure personnel have the necessary training and certification to accomplish the specialty work requirements specified in this Annex for Filters. In addition, describe how you propose to ensure this training and certification is maintained current.
- c. Detail your proposed plan to ensure type "C" filters are clean, free of grease and are ready to replace the dirty filters at the scheduled frequency change

(ii) Basis of Evaluation: The extent to which the offeror demonstrates the knowledge, skills and ability to perform the services required by the specification and submit details of the processes and resources to be used to accomplish the work will be evaluated. Proposals which clearly demonstrate understanding of the specification and the ability to perform these services in accordance with the specification will be considered to meet the minimum requirements of this factor. Proposals which fail to adequately address these issues may be evaluated lower than those which provide a clear narrative demonstrating an ability to perform in accordance with the specification.

### **Factor 3 - Safety**

(i) Solicitation Submittal Requirements: 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 (2013, 2014, 2015), 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 (2013, 2014, 2015) 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.

(ii) 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, 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 weigh in the evaluation.

#### **Factor 4 - Past Performance**

(i) Solicitation Submittal Requirements:

If a completed Contractor Performance Assessment Reporting System (CPARS) evaluation is available, it shall be submitted with the proposal for each project included in factor 1, Relevant Experience. If there is not a completed CPARS evaluation then submit Past Performance Questionnaires, included in the solicitation, for each project/contract included in Factor 1, Relevant Experience. AN OFFEROR SHALL NOT SUBMIT A PPQ WHEN A COMPLETED CPARS IS AVAILABLE.

IF A CPARS EVLAUATION 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 \_\_), 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, Patti Borja, at [patti.borja@navy.mil](mailto:patti.borja@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.

Offerors may provide any information on problems encountered and the corrective actions taken on projects submitted under Factor 2. Offerors may also address any adverse past performance issues on the projects for Factor 2 – Technical. Explanations shall not exceed two (2) double-sided pages (or four (4) single-sided pages) in total.

The Government reserves the right to contact references for verification or additional information. The Government's inability to contact any of the Offeror's references or the references unwillingness to provide the information requested may affect the Government's evaluation of this factor.

Performance award or additional information submitted will not be considered.

(b) Basis of Evaluation:

This evaluation focuses on how well the Offeror performed on the relevant projects submitted under Factor 1 – Relevant Experience and past performance on other projects currently documented in known sources. More emphasis will be placed on more relevant projects/contracts. In addition to the above, the Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) using all CAGE/DUNS numbers of Contractors who are part of a partnership or joint venture identified in the Offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the Offeror.

The Government will consider the currency and relevance of the information, the source of the information, context of the data, and general trends in the Contractor's performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination.

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