

|   |  |                                    |  |  |  |   |  |
|---|--|------------------------------------|--|--|--|---|--|
| <b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b><br><i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>   |  |                                    |  | 1. REQUISITION NUMBER<br>ACQR4082950   |  | PAGE 1 OF 128   |  |
| 2. CONTRACT NO.   |  | 3. AWARD/EFFECTIVE DATE            |  | 4. ORDER NUMBER  |  | 5. SOLICITATION NUMBER<br>N40085-16-T-2211  |  |
| 7. FOR SOLICITATION INFORMATION CALL:   |  | a. NAME<br>SUSAN C. ROBERTS        |  | b. TELEPHONE NUMBER (No Collect Calls)<br>(757) 341-0091   |  | 6. SOLICITATION ISSUE DATE<br>24-Nov-2015   |  |
| 9. ISSUED BY<br>NAVFAC MID ATLANTIC<br>9324 VIRGINIA AVENUE<br>NORFOLK VA 23511-3095<br><br>TEL:<br>FAX:  |  | CODE N40085                        |  | 10. THIS ACQUISITION IS<br><input checked="" type="checkbox"/> UNRESTRICTED<br><input type="checkbox"/> SET ASIDE: % FOR<br><input type="checkbox"/> SB<br><input type="checkbox"/> HUBZONE SB<br><input type="checkbox"/> 8(A)<br><input type="checkbox"/> SVC-DISABLED VET-OWNED SB<br><input type="checkbox"/> EMERGING SB<br>SIZE STD: \$27.5m NAICS: 221310 |  | 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED<br><input type="checkbox"/> SEE SCHEDULE<br><input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)<br>13b. RATING DO-C2<br>14. METHOD OF SOLICITATION<br><input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP |  |
| 15. DELIVER TO<br><br><b>SEE SCHEDULE</b>   |  | CODE                               |  | 16. ADMINISTERED BY<br><br>CODE  |  |   |  |
| 17a. CONTRACTOR/OFFEROR<br><br>TEL.   |  | CODE                               |  | 18a. PAYMENT WILL BE MADE BY<br><br>CODE   |  |   |  |
| FACILITY CODE   |  |                                    |  |  |  |   |  |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  |  |                                    |  | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM  |  |   |  |
| 19. ITEM NO.  |  | 20. SCHEDULE OF SUPPLIES/ SERVICES |  | 21. QUANTITY   |  | 22. UNIT  |  |
|   |  | <b>SEE SCHEDULE</b>                |  |  |  | 23. UNIT PRICE  |  |
|   |  |                                    |  |  |  | 24. AMOUNT  |  |
| 25. ACCOUNTING AND APPROPRIATION DATA   |  |                                    |  |  |  | 26. TOTAL AWARD AMOUNT (For Govt. Use Only)   |  |
| <input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED  |  |                                    |  |  |  |   |  |
| <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED  |  |                                    |  |  |  |   |  |
| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES<br><input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. |  |                                    |  | 29. AWARD OF CONTRACT: REFERENCE<br><input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:   |  |   |  |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR  |  |                                    |  | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)   |  | 31c. DATE SIGNED  |  |
| 30b. NAME AND TITLE OF SIGNER<br>(TYPE OR PRINT)  |  | 30c. DATE SIGNED                   |  | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)<br><br>TEL: EMAIL:  |  |   |  |

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

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

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

|  |           |   |
|--|-----------|---|
| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32c. DATE | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
|--|-----------|---|

|  |   |
|--|---|
| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
|  | 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE           |

|                 |                    |                                 |  |                  |
|-----------------|--------------------|---------------------------------|--|------------------|
| 33. SHIP NUMBER | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | 36. PAYMENT<br><input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 37. CHECK NUMBER |
|-----------------|--------------------|---------------------------------|--|------------------|

|                        |                        |             |
|------------------------|------------------------|-------------|
| 38. S/R ACCOUNT NUMBER | 39. S/R VOUCHER NUMBER | 40. PAID BY |
|------------------------|------------------------|-------------|

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

Section SF 1449 - CONTINUATION SHEET

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0001    | Base Year-Recurring Work-A001<br>FFP<br>Lease of High Quality Water Demineralizer Units. The Contractor shall deliver truck or trailer mounted High Quality Water Demineralizer Units to the location described in the Contract. Each unit shall meet the specifications in 1606000 spec item 3. See also Reference Attachment J-0200000-04) ELIN A001 | 6        | Each |            |        |
|         | FOB: Destination<br>PURCHASE REQUEST NUMBER: ACQR4082950   |          |      |            |        |

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NET AMT

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0002    | Base Year-Recurring Work-A002<br>FFP<br>When notified by the authorized Government representative the contractor shall, within 48 hours, swap out a Fully Regenerated water treatment unit for a unit provided under Elin A001 that has treated its designated capacity of water. Follow contract requirements per 1606000 Spec Item 3. See also Reference Attachment J-0200000-04) ELIN A002 | 72       | Each |            |        |
|         | FOB: Destination<br>PURCHASE REQUEST NUMBER: ACQR4082950  |          |      |            |        |

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NET AMT

| ITEM NO | SUPPLIES/SERVICES  | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|--|--------------|------|------------|------------|
| 0003    | Base Year-Non-Recurring Work<br>FFP<br>Indefinite Delivery/Indefinite Quantity Demineralizer Unit and Carbon Filter Rental Services in accordance with the Performance Work Statement and all applicable attachments (Reference attachment J-0200000-04 ELINs A700- A704. The price of contract line item 0003 is the sum of ELIN A700 through A704.<br>FOB: Destination<br>PURCHASE REQUEST NUMBER: ACQR4082950 | UNDEFINED    |      |            |            |

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MAX  
NET AMT

| ITEM NO        | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--|----------|------|------------|--------|
| 0004<br>OPTION | Option Year 1-Recurring Work-B001<br>FFP<br>Lease of High Quality Water Demineralizer Units. The Contractor shall deliver truck or trailer mounted High Quality Water Demineralizer Units to the location described in the Contract. Each unit shall meet the specifications in 1606000 spec item 3. See also Reference Attachment J-0200000-04) ELIN B001<br><br>FOB: Destination<br>PURCHASE REQUEST NUMBER: ACQR4082950 | 6        | Each |            |        |

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NET AMT

| ITEM NO        | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--|----------|------|------------|--------|
| 0005<br>OPTION | Option Year1-Recurring Work-B002<br>FFP<br>When notified by the authorized Government representative the contractor shall, within 48 hours, swap out a Fully Regenerated water treatment unit for a unit provided under Elin A001 that has treated its designated capacity of water. Follow contract requirements per 1606000 Spec Item 3. See also Reference Attachment J-0200000-04) ELIN B002<br>FOB: Destination<br>PURCHASE REQUEST NUMBER: ACQR4082950 | 72       | Each |            |        |

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NET AMT

| ITEM NO        | SUPPLIES/SERVICES  | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|--|--------------|------|------------|------------|
| 0006<br>OPTION | Option Year 1-Non-Recurring Work<br>FFP<br>Indefinite Delivery/Indefinite Quantity Demineralizer Unit and Carbon Filter Rental Services in accordance with the Performance Work Statement and all applicable attachments (Reference attachment J-0200000-04 ELINs B700- B704. The price of contract line item 0003 is the sum of ELIN B700 through B704.<br>FOB: Destination<br>PURCHASE REQUEST NUMBER: ACQR4082950 | UNDEFINED    |      |            |            |

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MAX  
NET AMT

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0007    |   | 6        | Each |            |        |
| OPTION  | Option Year 2 -Recurring Work-C001<br>FFP<br>Lease of High Quality Water Demineralizer Units. The Contractor shall deliver truck or trailer mounted High Quality Water Demineralizer Units to the location described in the Contract. Each unit shall meet the specifications in 1606000 spec item 3. See also Reference Attachment J-0200000-04) ELIN C001 |          |      |            |        |

FOB: Destination  
PURCHASE REQUEST NUMBER: ACQR4082950

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NET AMT

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0008    |   | 72       | Each |            |        |
| OPTION  | Option Year 2-Recurring Work-C002<br>FFP<br>When notified by the authorized Government representative the contractor shall, within 48 hours, swap out a Fully Regenerated water treatment unit for a unit provided under Elin A001 that has treated its designated capacity of water. Follow contract requirements per 1606000 Spec Item 3. See also Reference Attachment J-0200000-04) ELIN C002<br>FOB: Destination<br>PURCHASE REQUEST NUMBER: ACQR4082950 |          |      |            |        |

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NET AMT

| ITEM NO        | SUPPLIES/SERVICES  | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|--|--------------|------|------------|------------|
| 0009<br>OPTION | Option Year2 -Non-Recurring Work<br>FFP<br>Indefinite Delivery/Indefinite Quantity Demineralizer Unit and Carbon Filter Rental Services in accordance with the Performance Work Statement and all applicable attachments (Reference attachment J-0200000-04 ELINs C700- C704. The price of contract line item 0003 is the sum of ELIN C700 through C704.<br>FOB: Destination<br>PURCHASE REQUEST NUMBER: ACQR4082950 | UNDEFINED    |      |            |            |

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MAX  
NET AMT

| ITEM NO        | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--|----------|------|------------|--------|
| 0010<br>OPTION | Option Year 3-Recurring Work-D001<br>FFP<br>Lease of High Quality Water Demineralizer Units. The Contractor shall deliver truck or trailer mounted High Quality Water Demineralizer Units to the location described in the Contract. Each unit shall meet the specifications in 1606000 spec item 3. See also Reference Attachment J-0200000-04) ELIN D001<br><br>FOB: Destination<br>PURCHASE REQUEST NUMBER: ACQR4082950 | 6        | Each |            |        |

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NET AMT

| ITEM NO        | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--|----------|------|------------|--------|
| 0011<br>OPTION | Option Year 3 -Recurring Work-D002<br>FFP<br>When notified by the authorized Government representative the contractor shall, within 48 hours, swap out a Fully Regenerated water treatment unit for a unit provided under Elin A001 that has treated its designated capacity of water. Follow contract requirements per 1606000 Spec Item 3. See also Reference Attachment J-0200000-04) ELIN D002<br>FOB: Destination<br>PURCHASE REQUEST NUMBER: ACQR4082950 | 72       | Each |            |        |

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NET AMT

| ITEM NO        | SUPPLIES/SERVICES  | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|--|--------------|------|------------|------------|
| 0012<br>OPTION | Option Year3 -Non-Recurring Work<br>FFP<br>Indefinite Delivery/Indefinite Quantity Demineralizer Unit and Carbon Filter Rental Services in accordance with the Performance Work Statement and all applicable attachments (Reference attachment J-0200000-04 ELINs D700- D704. The price of contract line item 0003 is the sum of ELIN D700 through D704.<br>FOB: Destination<br>PURCHASE REQUEST NUMBER: ACQR4082950 | UNDEFINED    |      |            |            |

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MAX  
NET AMT

| ITEM NO        | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|----------|------|------------|--------|
| 0013<br>OPTION | Option Year 4 -Recurring Work-E001<br>FFP<br>Lease of High Quality Water Demineralizer Units. The Contractor shall deliver truck or trailer mounted High Quality Water Demineralizer Units to the location described in the Contract. Each unit shall meet the specifications in 1606000 spec item 3. See also Reference Attachment J-0200000-04) ELIN E001 | 6        | Each |            |        |

FOB: Destination  
PURCHASE REQUEST NUMBER: ACQR4082950

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NET AMT

| ITEM NO        | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|----------|------|------------|--------|
| 0014<br>OPTION | Option Year 4-Recurring Work-E002<br>FFP<br>When notified by the authorized Government representative the contractor shall, within 48 hours, swap out a Fully Regenerated water treatment unit for a unit provided under Elin A001 that has treated its designated capacity of water. Follow contract requirements per 1606000 Spec Item 3. See also Reference Attachment J-0200000-04) ELIN E002 | 72       | Each |            |        |

FOB: Destination  
PURCHASE REQUEST NUMBER: ACQR4082950

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NET AMT

| ITEM NO        | SUPPLIES/SERVICES  | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|--|--------------|------|------------|------------|
| 0015<br>OPTION | Option Year 4-Non-Recurring Work<br>FFP<br>Indefinite Delivery/Indefinite Quantity Demineralizer Unit and Carbon Filter Rental Services in accordance with the Performance Work Statement and all applicable attachments (Reference attachment J-0200000-04 ELINs A700- E704. The price of contract line item 0003 is the sum of ELIN E700 through E704.<br>FOB: Destination<br>PURCHASE REQUEST NUMBER: ACQR4082950 | UNDEFINED    |      |            |            |

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MAX  
NET AMT

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 |
| 0006 | Destination | Government | Destination | Government |
| 0007 | Destination | Government | Destination | Government |
| 0008 | Destination | Government | Destination | Government |
| 0009 | Destination | Government | Destination | Government |
| 0010 | Destination | Government | Destination | Government |
| 0011 | Destination | Government | Destination | Government |
| 0012 | Destination | Government | Destination | Government |
| 0013 | Destination | Government | Destination | Government |
| 0014 | Destination | Government | Destination | Government |
| 0015 | Destination | Government | Destination | Government |

DELIVERY INFORMATION

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

|      |                                   |     |                         |
|------|-----------------------------------|-----|-------------------------|
| 0001 | POP 01-JAN-2016 TO<br>31-DEC-2016 | N/A | N/A<br>FOB: Destination |
| 0002 | POP 01-JAN-2016 TO<br>31-DEC-2016 | N/A | N/A<br>FOB: Destination |
| 0003 | POP 01-JAN-2016 TO<br>31-DEC-2016 | N/A | N/A<br>FOB: Destination |
| 0004 | POP 01-JAN-2017 TO<br>31-DEC-2017 | N/A | N/A<br>FOB: Destination |
| 0005 | POP 01-JAN-2017 TO<br>31-DEC-2017 | N/A | N/A<br>FOB: Destination |
| 0006 | POP 01-JAN-2017 TO<br>31-DEC-2017 | N/A | N/A<br>FOB: Destination |
| 0007 | POP 01-JAN-2018 TO<br>31-DEC-2018 | N/A | N/A<br>FOB: Destination |
| 0008 | POP 01-JAN-2018 TO<br>31-DEC-2018 | N/A | N/A<br>FOB: Destination |
| 0009 | POP 01-JAN-2018 TO<br>31-DEC-2018 | N/A | N/A<br>FOB: Destination |
| 0010 | POP 01-JAN-2019 TO<br>31-DEC-2019 | N/A | N/A<br>FOB: Destination |
| 0011 | POP 01-JAN-2019 TO<br>31-DEC-2019 | N/A | N/A<br>FOB: Destination |
| 0012 | POP 01-JAN-2019 TO<br>31-DEC-2019 | N/A | N/A<br>FOB: Destination |
| 0013 | POP 01-JAN-2020 TO<br>31-DEC-2020 | N/A | N/A<br>FOB: Destination |
| 0014 | POP 01-JAN-2020 TO<br>31-DEC-2020 | N/A | N/A<br>FOB: Destination |
| 0015 | POP 01-JAN-2020 TO<br>31-DEC-2020 | N/A | N/A<br>FOB: Destination |

## CLAUSES INCORPORATED BY REFERENCE

|           |   |          |
|-----------|---|----------|
| 52.203-3  | Gratuities                              | APR 1984 |
| 52.204-14 | Service Contract Reporting Requirements | JAN 2014 |

|                    |   |          |
|--------------------|---|----------|
| 52.204-16          | Commercial and Government Entity Code Reporting                           | JUL 2015 |
| 52.212-1           | Instructions to Offerors--Commercial Items                                | OCT 2015 |
| 52.232-40          | Providing Accelerated Payments to Small Business Subcontractors           | DEC 2013 |
| 252.203-7000       | Requirements Relating to Compensation of Former DoD Officials             | SEP 2011 |
| 252.204-7012       | Safeguarding Covered Defense Information and Cyber Incident Reporting.    | SEP 2015 |
| 252.219-7003 (Dev) | Small Business Subcontracting Plan (DOD Contracts) (Deviation 2013-O0014) | OCT 2014 |
| 252.225-7001       | Buy American And Balance Of Payments Program-- Basic (Nov 2014)           | NOV 2014 |
| 252.232-7003       | Electronic Submission of Payment Requests and Receiving Reports           | JUN 2012 |
| 252.232-7010       | Levies on Contract Payments   | DEC 2006 |
| 252.237-7010       | Prohibition on Interrogation of Detainees by Contractor Personnel         | JUN 2013 |
| 252.244-7000       | Subcontracts for Commercial Items   | JUN 2013 |

#### CLAUSES INCORPORATED BY FULL TEXT

#### 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 FAPIIS 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)

#### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 2015) ALTERNATE I (OCT 2014)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.

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

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

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation,” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

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

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

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

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

- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

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

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

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

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

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

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

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

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

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

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

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

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

(b)

(1) *Annual Representations and Certifications*. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAMwebsite.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_ . [Offeror to identify the applicable paragraphs

*at (c) through (p) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

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

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

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a service-disabled veteran-owned small business concern.

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

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

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *WOSB concern eligible under the WOSB Program.* [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

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

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_ .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) *Economically disadvantaged women-owned small business (EDWOSB) concern.* [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

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

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_ .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ \_\_\_\_ ] is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

\_\_\_\_\_

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

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

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_ .*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

\_\_\_\_ Black American.

\_\_\_\_ Hispanic American.

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

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

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

\_\_\_ Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It [ \_\_\_ ] has, [ \_\_\_ ] has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [ \_\_\_ ] has, [ \_\_\_ ] has not, filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that --

(i) It [ \_\_\_ ] has developed and has on file, [ \_\_\_ ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

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

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

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

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

(2) Foreign End Products:

| LINE ITEM NO. | COUNTRY OF ORIGIN |
|---------------|-------------------|
| ___           | ___               |

|     |     |
|-----|-----|
| ___ | ___ |
| ___ | ___ |

[List as necessary]

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

(g)

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

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

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

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

| LINE ITEM NO. | COUNTRY OF ORIGIN |
|---------------|-------------------|
| ___           | ___               |
| ___           | ___               |
| ___           | ___               |

[List as necessary]

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

Other Foreign End Products:

| LINE ITEM NO. | COUNTRY OF ORIGIN |
|---------------|-------------------|
| ___           | ___               |
| ___           | ___               |
| ___           | ___               |

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.:

\_\_\_\_\_

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

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

|     |     |
|-----|-----|
| ___ | ___ |
| ___ | ___ |

[List as necessary]

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

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

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

Other End Products

| Line Item No.: | Country of Origin: |
|----------------|--------------------|
| ___            | ___                |
| ___            | ___                |
| ___            | ___                |

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

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

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

(4) [ \_\_\_\_ ] Have, [ \_\_\_\_ ] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed End Product

| Listed End Product: | Listed Countries of Origin: |
|---------------------|-----------------------------|
| ____                | ____                        |
| ____                | ____                        |
| ____                | ____                        |

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

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

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

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

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

(2) [ \_\_\_\_ ] Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

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

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

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

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

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

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

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

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

percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

[ \_\_\_\_ ] TIN: \_\_\_\_ .

[ \_\_\_\_ ] TIN has been applied for.

[ \_\_\_\_ ] TIN is not required because:

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

[ \_\_\_\_ ] Offeror is an agency or instrumentality of a foreign government;

[ \_\_\_\_ ] Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

[ \_\_\_\_ ] Sole proprietorship;

[ \_\_\_\_ ] Partnership;

[ \_\_\_\_ ] Corporate entity (not tax-exempt);

[ \_\_\_\_ ] Corporate entity (tax-exempt);

[ \_\_\_\_ ] Government entity (Federal, State, or local);

[ \_\_\_\_ ] Foreign government;

[ \_\_\_\_ ] International organization per 26 CFR 1.6049-4;

[ \_\_\_\_ ] Other \_\_\_\_ .

(5) Common parent.

[ \_\_\_\_ ] Offeror is not owned or controlled by a common parent:

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

Name \_\_\_\_

TIN \_\_\_\_

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) Representation. The Offeror represents that--

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

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

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50(U.S.C. 1701 et seq.) (see OFAC’s Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

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

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

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

Immediate owner CAGE code: \_\_\_\_\_

Immediate owner legal name: \_\_\_\_\_

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

Is the immediate owner owned or controlled by another entity:

Yes or  No.

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

Highest level owner CAGE code: \_\_\_\_\_

Highest level owner legal name: \_\_\_\_\_

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

(End of Provision)

## 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (MAY 2015)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, "Contract Disputes", as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other

Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) System for Award Management (SAM). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

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

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

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

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

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

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

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

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

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

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

\_\_\_ (5) [Reserved]

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

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

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

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

\_\_\_\_ (10) [Reserved]

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

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

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

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

\_\_\_\_ (13) [Reserved]

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

\_\_\_\_ (ii) Alternate I (NOV 2011).

\_\_\_\_ (iii) Alternate II (NOV 2011).

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).

\_\_\_\_ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (July 2013) (15 U.S.C. 637(m)).

\_\_\_\_ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (July 2013) (15 U.S.C. 637(m)).

\_\_\_\_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

\_\_\_\_ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 3126).

\_\_\_\_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

\_\_\_\_ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

\_\_\_\_ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

\_\_\_\_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

\_\_\_\_ (31) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212).

\_\_\_\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

\_\_\_\_ (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

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

\_\_\_\_ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

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

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

\_\_\_\_ (ii) Alternate I (OCT 2015) of 52.223-13.

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

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

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

\_\_\_\_ (39)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

\_\_\_\_ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

\_\_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

\_\_\_\_ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.216-18 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 01 Jan 2016 through 31 Dec 2020.

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

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

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1 unit the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of 9 units ;

(2) Any order for a combination of items in excess of entire quantity specified in the contract.;or

(3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum

order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 1 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31 December 2020.

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

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

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

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

(End of provision)

252.225-7000 BUY AMERICAN--BALANCE OF PAYMENTS PROGRAM CERTIFICATE--BASIC (NOV 2014)

(a) Definitions. Commercially available off-the-shelf (COTS) item, component, domestic end product, foreign end product, qualifying country, qualifying country end product, South Caucasus/Central and South Asian (SC/CASA) state, South Caucasus/Central and South Asian (SC/CASA) state end product, and United States, as used in this provision, have the meanings given in the Buy American and Balance of Payments Program--Basic clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American and Balance of Payments Program-- Basic clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

\_\_\_ (Line Item Number Country of Origin)

\_\_\_ (Country of Origin)

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

(Line Item Number) \_\_\_\_

(Country of Origin (If known)) \_\_\_\_

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

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

**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 – N45806**  
**Acceptance- N45806**

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

Routing Data Table\*

| Field Name in WAWF        | Data to be entered in WAWF |
|---------------------------|----------------------------|
| Pay Official DoDAAC       | N68732                     |
| Issue By DoDAAC           | N40085                     |
| Admin DoDAAC              | N40085                     |
| Inspect By DoDAAC         | N45806                     |
| Ship To Code              | _____                      |
| Ship From Code            | _____                      |
| Mark For Code             | _____                      |
| Service Approver (DoDAAC) | N45806                     |
| Service Acceptor (DoDAAC) | N45806                     |
| Accept at Other DoDAAC    | _____                      |
| LPO DoDAAC                | N45806                     |
| DCAA Auditor DoDAAC       | _____                      |
| Other DoDAAC(s)           | _____                      |

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

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

**Not Applicable**

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

**Bobette Stevens (757) 341-0554, bobbette.stephens@navy.mil**

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

(End of clause)

252.247-7003 PASS-THROUGH OF MOTOR CARRIER FUEL SURCHARGE ADJUSTMENT TO THE COST BEARER (JUN 2013)

(a) This clause implements section 884 of the National Defense Authorization Act for Fiscal Year 2009 (Pub. L. 110-417).

(b) Unless an exception is authorized by the Contracting Officer, the Contractor shall pass through any motor carrier fuel-related surcharge adjustments to the person, corporation, or entity that directly bears the cost of fuel for shipment(s) transported under this contract.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial items, with motor carriers, brokers, or freight forwarders.

(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.

**5252.216-9310 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 the Firm Fixed-Price portion of the contract. 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.

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

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

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

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

#### 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 2 hours of notice to the Contractor. In the case of other work, corrective action must be completed within 24 hours of notice. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 15 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 15 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 15 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 N/A minutes in any shift, the Government may assign other persons to perform such work or withhold payment as specified below:

(1) 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 N/A 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 N/A 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 N/A 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)

**5252.246-9304 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)

PERFORMANCE WORK STATEMENT

| <b>0100000 – General Information</b> |                     |   |
|--------------------------------------|---------------------|---|
| <b>Spec Item</b>                     | <b>Title</b>        | <b>Description</b>  |
| 1                                    | General Information |   |
| 1.1                                  | Outline of Services | 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 Needed services outlined below and described in this Performance Work Statement (PWS) for High Quality Demineralized Water for the Norfolk Naval Station Utilities Department, Naval Station Norfolk, Norfolk, Virginia. That water service shall be provided by leasing mobile water purification equipment to the government through this contract, and maintaining that equipment. The Contractor will maintain ownership of all equipment provided to and operated by Government Forces. Equipment will be used mostly aboard Naval Station Norfolk. The equipment may also be used at other Naval Facilities throughout the tidewater area i.e. (Joint Base Little Creek / Fort Story, Naval weapons Station Yorktown, U.S. Naval activities in Newport News, and within a 50 mile radius of those locations.) Equipment will be operated and moved by Government Employees based on the Government's requirements. The type of contract anticipated for this procurement is a Recurring and Non-recurring Work equipment lease contract. The PWS is organized into annexes. Annex 1 is "General Information". Annex 2 contains the on-site project management and administration requirements. Annexes 3 through 18 contain the technical requirements. The annex numbers are identified as 1 through 18 in the description column, but the full expanded annex numbers include seven digits (e.g., Annex 1 expanded number is 0100000 as shown in the header row at the top of this page). |

| <b>0100000 – General Information</b> |   |   |
|--------------------------------------|---|---|
| <b>Spec Item</b>                     | <b>Title</b>                            | <b>Description</b>  |
|                                      |   | <b>Annex 1 General Information</b><br><b>Annex 2 Management and Administration</b><br>Annex 3 Command and Staff-NA<br>Annex 4 Public Safety-NA<br>Annex 5 Air Operations-NA<br>Annex 6 Port Operations-NA<br>Annex 7 Ordnance-NA<br>Annex 8 Range Operations-NA<br>Annex 9 Health Care Support-NA<br>Annex 10 Supply-NA<br>Annex 11 Personnel Support-NA<br>Annex 12 Morale, Welfare and Recreation Support -NA<br>Annex 13 Galley-NA<br>Annex 14 Housing-NA<br><b>Annex 15 Facilities Support</b><br>Annex 16 Utilities-NA<br>Annex 17 Base Support Vehicles and Equipment NA<br>Annex 18 Environmental-NA |
| 1.2                                  | Project Location                        | High Quality Demineralized Water services shall be performed at Naval Station Norfolk, and any location within a 50 mile radius of that location.   |
| 1.3                                  | Acquisition of Additional Work          | The Government reserves the right to acquire additional repair services at additional locations in addition to the services and locations identified in the Recurring Work requirements of this contract. Additional services will be incorporated into the contract in accordance with the CHANGES clause, SECTION I or ordered under the Recurring Work provisions of the contract. Items of work not covered by this contract but within the general intent are considered in the scope of this contract.  |
| 1.4                                  | Background Information                  | LEFT BLANK  |
| 1.5                                  | Verification of Workload and Conditions | Throughout the PWS, the workload data is generally referred to as being located in Section J. Section J provides data such as inventories, maps, and tables to represent the type, quantity and location of services to be provided. However, offerors are encouraged to visit the project site during the site visit for offerors during posted hours as part of its due diligence to assess the nature of work and conditions under which work is to be performed.  |
| 1.6                                  | Climate Patterns                        | Virginia's climate results from global-scale weather patterns that are modified by the diverse landscape of the Commonwealth. In the Hampton Roads Area the Atlantic Ocean and its "river of warm water", commonly called the Gulf Stream, play a dominate role in differentiating Virginia's precipitation and climate. Winter storms  |

| <b>0100000 – General Information</b> |                                      |   |
|--------------------------------------|--------------------------------------|---|
| <b>Spec Item</b>                     | <b>Title</b>                         | <b>Description</b>  |
|                                      |                                      | in the vicinity of the east coast generally move northeastward paralleling the coast and the Gulf Stream. The climate is generally mild and wet. The summers are quite dry with some recovery during the fall and winter months.  |
| 1.7                                  | Related Information                  | <p>There are four types of Related Information that can be found in the Description and Related Information columns of the specification as follows:</p> <p>Informational Notes as used throughout this PWS provides additional information to offerors to be used in developing a thorough understanding of the work to be performed in this contract. Any block of text marked “Informational Notes” throughout Annexes 1 through 18 is subject to this disclaimer. Offerors may not rely upon the "Informational Notes" as material representations of the Government. Information provided in "Informational Notes" does not create a contractual requirement on either party to this contract.</p> <p>Clarifying Information describes client expectations in a more detailed manner than the Performance Objective and Performance standard alone.</p> <p>Constraining Information describes limitations to the work performed to meet the Performance Objective and Performance Standard.</p> <p>Requirement Information further describes client requirements associated with each Performance Objective.</p> |
| 1.8                                  | Navy Approach to Service Contracting | The Department of Navy (DoN) spends over \$1 billion in annual obligations to meet global requirements for facility operations and maintenance provided through Facility Support Contracts (FSC) and additional billions to provide other base operations support services (OBOS). The Head of the Contracting Activity (HCA) of the Naval Facilities Engineering Command (NAVFAC) has focused increased attention on re-engineering FSC contracts in response to customer and industry feedback, budget constraints, and the impact of a variety of contracting, program management and financial management regulations. The Navy also supports the following principles:   |
| 1.8.1                                | Partnering Philosophy                | The first principle is that the Navy views its contractors as partners and not just abstract service providers. The Navy wants its contractors to succeed because partners' success drives the Navy's successful mission completion. Within the bounds of acquisition policy the Navy intends to work to find solutions that will be beneficial to both the Government and its partners.  |

| <b>0100000 – General Information</b> |                         |  |
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| <b>Spec Item</b>                     | <b>Title</b>            | <b>Description</b>   |
| 1.8.2                                | Contractor's Knowledge  | The second principle is that the Navy will receive insightful management from its contractors. This management will include the knowledge, skills, authority and willingness to use contractor resources to find better ways of serving Navy clients' strategic and operational goals and objectives. The Navy's use of performance-based objectives evidences this principle. Although performance work statements will typically contain several levels of performance assessment, the Navy wants its contractors to exercise maximum discretion within bounds of prudent risk management to adjust processes and resources needed to reach specified objectives at the highest performance level.   |
| 1.8.3                                | Industry Best Practices | The third principle is that the Navy will adopt industry best commercial practices and maintain state-of-the-art service delivery. It is the Navy's and contractor's responsibility as partners to reach this goal. To that end, the Navy's emphasis will be in evaluating performance objectives (end results).   |
| 1.9                                  | Standard Template       | <p>Key to implementing a programmatic approach is using a standard template that ensures Navy-wide consistency yet affords appropriate tailoring to meet local needs. This contract conforms to the standard template and has been tailored for this solicitation. NAVFAC intends to use this template-based approach for future service contracts. Offerors should develop an understanding of the template as part of performing due diligence in reaching an understanding of the Navy's requirements and expectations.</p> <p>The standard template contains 18 standard annexes. Annex 1 will always contain information that is relevant to the entire scope of the contract. Annex 2 contains on-site project management and administration requirements that are relevant to the entire scope of the contract. Annexes 3 through 18 contain the technical information and requirements peculiar to that technical annex. Within each technical annex, the organization of information and requirements are also standardized. Specification item 1 will always contain General Information. Specification item 2 will always contain the management and administrative requirements. Specification item 3 will always contain the Recurring Work requirements. Specification item 4 will always contain the Non-recurring Work requirements. Requirements and standards for higher level specification items apply to all subordinate specification items, e.g., Specification Item 3 standards apply to all Recurring Work specification items. Specification Item 3.1 is applicable to all 3.1 subordinate specification items. Specification Items 3.2 and 3.3 are not considered subordinate to 3.1. All costs associated with Annexes 1 and 2 and Specification items 1 and 2 must be priced and distributed within Specification Item 4 of Annexes 3 through 18.</p> |

| <b>0100000 – General Information</b> |                                  |   |
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| <b>Spec Item</b>                     | <b>Title</b>                     | <b>Description</b>  |
| 1.10                                 | Navy PBSA Approach               | The Navy's approach to performance-based service acquisition (PBSA) includes four component parts which are 1) performance outcomes, 2) measurable standards, 3) consideration of incentives, and 4) performance assessment plan. |
| 1.11                                 | Technical Proposal Certification | The Contractor warrants that its proposal incorporated herein by reference will meet or exceed the performance objectives set forth in this contract.   |

| <b>Spec Item</b> | <b>Title</b>  |
|------------------|---|
| 2                | Management and Administration                         |
| 2.1              | Definitions and Acronyms                              |
| 2.2              | General Information                                   |
| 2.2.1            | Government Regular Working Hours                      |
| 2.2.1.1          | Observed Federal Holidays                             |
| 2.2.2            | Wage Determinations                                   |
| 2.2.3            | Requirements Hierarchy                                |
| 2.3              | General Administrative Requirements                   |
| 2.3.1            | Required Conferences and Meetings                     |
| 2.3.2            | Partnering  |
| 2.3.2.1          | Contract Partnering Level C                           |
| 2.3.2.2          | Contract Partnering Administration                    |
| 2.3.2.3          | Contract Partnering Session Attendees                 |
| 2.3.3            | Permits and Licenses                                  |
| 2.3.4            | Insurance   |
| 2.3.4.1          | Certificate of Insurance                              |
| 2.3.4.2          | Minimum Insurance Amounts                             |
| 2.3.5            | Protection of Government Property                     |
| 2.3.6            | Instructions, Directives, and References              |
| 2.3.7            | Invoicing Procedures                                  |
| 2.3.8            | Forms   |
| 2.4              | Government-Furnished Property, Materials and Services |
| 2.4.1            | Government-Furnished Facilities (GFF)                 |
| 2.4.2            | Government-Furnished Utilities                        |
| 2.4.2.1          | Availability of Utilities                             |
| 2.4.3            | Government-Furnished Materials (GFM)                  |
| 2.4.4            | Government-Furnished Equipment (GFE)                  |
| 2.5              | Contractor-Furnished Items                            |
| 2.6              | Management  |
| 2.6.1            | Work Reception  |
| 2.6.2            | Work Control  |
| 2.6.3            | Work Schedule   |
| 2.6.4            | Quality Management System (QMS)                       |
| 2.6.4.1          | Quality Control Plan (QCP)                            |
| 2.6.4.2          | QC Inspection   |
| 2.6.4.3          | Contractor Quality Control/Assessment Reports         |
| 2.6.5            | Environmental Management System (EMS)                 |
| 2.7              | Personnel Requirements                                |
| 2.7.1            | Key Personnel   |
| 2.7.1.1          | Project Manager (PM)                                  |
| 2.7.1.2          | Quality Control Manager (QCM)                         |
| 2.7.1.3          | Site Safety and Health Officer (SSHO)                 |
| 2.7.2            | Employee Requirements                                 |
| 2.7.2.1          | Employee Appearance                                   |
| 2.7.2.2          | Employee Conduct                                      |
| 2.7.2.3          | Removal of Employees                                  |

| <b>Spec Item</b> | <b>Title</b>  |
|------------------|---|
| 2.7.2.4          | Proof of Legal Residency  |
| 2.8              | Security Requirements   |
| 2.8.1            | Employee Listing  |
| 2.8.2            | Vehicles  |
| 2.8.3            | Passes and Badges   |
| 2.8.3.1          | Access to Installation  |
| 2.8.3.2          | NCACS Program   |
| 2.8.4            | Access to Buildings   |
| 2.8.5            | Access Arrangements   |
| 2.8.6            | Security Clearances   |
| 2.9              | Contractor Safety Program   |
| 2.9.1            | Accident Prevention Plan (APP)                                    |
| 2.9.2            | Activity Hazard Analysis (AHA)                                    |
| 2.9.3            | Hazard Specific Safety Plans                                      |
| 2.9.3.1          | Drug Abuse Prevention Plan  |
| 2.9.3.2          | Emergency Response Plan   |
| 2.9.3.3          | Hazard Communication Plan   |
| 2.9.3.4          | Hazardous Energy Control Plan                                     |
| 2.9.3.5          | Health Hazard Control Plan  |
| 2.9.3.6          | Respiratory Protection Plan                                       |
| 2.9.4            | Accident and Damage Reporting                                     |
| 2.9.4.1          | Accident Reporting Notification                                   |
| 2.9.5            | OSHA Citations and Violations                                     |
| 2.9.6            | Safety Certification  |
| 2.10             | Environmental Protection  |
| 2.10.1           | Disposal  |
| 2.10.1.1         | Non-Hazardous Waste   |
| 2.10.1.2         | Hazardous Waste   |
| 2.10.2           | Spill Prevention, Containment, and Clean-up                       |
| 2.10.3           | Hazardous Material Management                                     |
| 2.10.4           | Protection of Endangered and Threatened Species (Flora and Fauna) |
| 2.11             | Disaster Preparedness   |
| 2.12             | Non-recurring Work  |
| 2.12.1           | Unit Priced Task Work (Non-Negotiated)                            |
| 2.12.1.1         | Acceptance and Performance  |
| 2.12.1.2         | Invoicing and Receiving Payment                                   |
| 2.12.2           | Non-recurring ELINS   |

| <b>0200000 - Management and Administration</b> |                               |  |
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| <b>Spec Item</b>                               | <b>Title</b>                  | <b>Description</b>   |
| 2  | Management and Administration |  |
| 2.1  | Definitions and               | Definitions and Acronyms are listed in <b>J-0200000-01</b> . |

| <b>0200000 - Management and Administration</b> |                                     |   |
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| <b>Spec Item</b>                               | <b>Title</b>                        | <b>Description</b>  |
|  | Acronyms                            |   |
| 2.2  | General Information                 | Rental of High Quality Water Demineralization Equipment to be operated by Government personnel.   |
| 2.2.1  | Government Regular Working Hours    | The Government's regular working hours are from, 0700-1600, five days per week, Monday through Friday, except observed Federal holidays. Exceptions to the regular hours of operation are detailed in subsequent sections of this PWS. The performance of other work requirements shall be accomplished within the Government's regular working hours unless the specific work requirement specified herein necessitates otherwise. Equipment delivery and pick up shall take place during regular working hours.   |
| 2.2.1.1  | Observed Federal Holidays           | The Government observes the following holidays: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.  |
| 2.2.2  | Wage Determinations                 | Wage determinations are included in J-0200000-02.   |
| 2.2.3  | Requirements Hierarchy              | Requirements or definitions specified in each spec item of this contract apply to subordinate paragraphs. For example, requirements shown in spec item 3.1 would apply to spec items 3.1.1, 3.1.2, 3.1.2.1 and so on.   |
| 2.3  | General Administrative Requirements | Information for High Quality Water Demineralization Equipment to be operated by Government personnel.   |
| 2.3.1  | Required Conferences and Meetings   | The Contractor may be required to attend administrative and coordination meetings. The Contractor shall attend meetings as directed by the KO.  |
| 2.3.2  | Partnering                          | To increase the likelihood of successful performance of this contract, the Government requires cohesive partnerships with its Contractors and subcontractors. Key stakeholders, including the clients who will receive services, principal individuals from NAVFAC, the performance assessment team, and representative(s) of the installation(s) will be invited to participate in the partnering process. Key members of the prime and subcontractors teams, including senior management personnel must participate. The partnership will draw on the strength of each organization in an effort to achieve quality contract services done right the first time, within the contract price, as scheduled, and without any safety mishaps.<br><br>A project's characteristics determine the process level to be used. As such the following partnering level applies to this contract: |
| 2.3.2.1  | Contract Partnering Level C         | This level of partnering discusses partnering concepts and benefits and should become a part of the pre-performance conference. The senior Government and Contractor stakeholders present will jointly host the partnering sessions.  |

| <b>0200000 - Management and Administration</b> |  |  |
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| <b>Spec Item</b>                               | <b>Title</b>                                   | <b>Description</b>   |
|  |  | The partners will determine the frequency of the follow-on sessions. The partnering sessions should be held at locations agreed to by the partners.  |
| 2.3.2.2  | Contract Partnering Administration             | <p>Upon award, the ACO will contact the Contractor, client(s), Region, and Installation(s) stakeholders, and the performance assessment team to discuss implementation of partnering.</p> <p>The Core Management Team consisting of the attendees below must be present during the initial and all follow-on partnering sessions. These are the core mandatory attendees. Other stakeholders may attend if they desire or as recommended by the partners.</p> <p>For more information concerning Partnering read NAVFACINST 11013.40A, which can be viewed in the Government's Contracts Office.</p> |
| 2.3.2.3  | Contract Partnering Session Attendees Level C. | <p>The Contractor shall bring the necessary personnel to successfully partner on this contract. Asterisk indicates mandatory personnel.</p> <p>President/Vice President<br/>           *Contract/Project Manager<br/>           *Supervisor/Superintendent<br/>           *Quality Control Manager<br/>           Safety Manager</p>   |
| 2.3.3  | Permits and Licenses                           | The Contractor shall obtain all required permits, licenses, and authorizations to perform work under this contract and comply with all the applicable Federal, state and local laws and regulations. Provide evidence of such Permits and Licenses to the KO before work commences and at other times as requested by the KO. <b>Per section F</b>   |
| 2.3.4  | Insurance                                      | Within 15 calendar days after award of this contract, the Contractor shall furnish the KO a Certificate of Insurance as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below in accordance with the FAR Clause 52.228-05, INSURANCE – WORK ON A GOVERNMENT INSTALLATION. This insurance must be maintained during the performance period. <b>Per Section F</b>   |
| 2.3.4.1  | Certificate of Insurance                       | The Certificate of Insurance shall provide for at least 30 calendar days written notice to the KO by the insurance company prior to cancellation or material change in policy coverage. Other requirements and information are contained in the aforementioned insurance clause.   |
| 2.3.4.2  | Minimum Insurance Amounts                      | The Contractor shall procure and maintain, during the entire period of performance under this contract, the following minimum insurance coverage:<br>Comprehensive General Liability: \$500,000 per occurrence   |

| <b>0200000 - Management and Administration</b> |   |   |
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| <b>Spec Item</b>                               | <b>Title</b>  | <b>Description</b>  |
|  |   | <p>Automobile Liability: \$200,000 per person, \$500,000 per occurrence, \$20,000 per occurrence for property damage</p> <p>Workmen's Compensation: As required by Federal and State worker's compensation and occupational disease statutes</p> <p>Employer's Liability coverage: \$100,000, except in states where worker's compensation may not be written by private carriers</p> <p>Other as required by State Law</p> |
| 2.3.5  | Protection of Government Property                     | During execution of the work, the Contractor shall protect Government property. The Contractor shall return areas damaged as a result of negligence under this contract to their original condition at no cost to the Government.   |
| 2.3.6  | Instructions, Directives, and References              | Applicable Department of Defense (DoD), Secretary of the Navy (SECNAV), Chief of Naval Operations (OPNAV), and other directives, instructions, and references are listed in <b>J-0200000-03</b> .   |
| 2.3.7  | Invoicing Procedures                                  | Invoicing procedures are identified by the requirements of Email. See paragraph 2.12.1.2 Invoicing and Receiving Payment  |
| 2.3.8  | Forms   | Forms referenced in this Annex, will be provided by the Contracting Officer upon request.   |
| 2.4  | Government-Furnished Property, Materials and Services | In accordance with FAR 52.245, GOVERNMENT PROPERTY and NAVFAC Clause 5252.245-9300, GOVERNMENT-FURNISHED PROPERTY, MATERIALS AND SERVICES, and the following paragraphs, the Government will furnish or make available to the Contractor certain Government-owned facilities, utilities, materials, and equipment for use in connection with this contract.   |
| 2.4.1  | Government-Furnished Facilities (GFF)                 | The KTR shall be provided an outside field site location to perform work (i.e. portion of an exterior Amphibious Construction Battalion TWO parking lot or at a Gov. lift site location).   |
| 2.4.2  | Government-Furnished Utilities                        |   |
| 2.4.2.1  | Availability of Utilities                             | The Government will furnish water and electricity at existing outlets required for the work to be performed under the contract at no cost to the Contractor.  |
| 2.4.3  | Government-Furnished Materials (GFM)                  | Any Government-Furnished Materials (GFM) will be specified with each task order.  |
| 2.4.4  | Government-Furnished Equipment (GFE)                  | Any Government-Furnished Equipment (GFE) will be specified with each task order.  |
| 2.5  | Contractor-Furnished Items                            | Except for items identified as Government Furnished, the Contractor shall provide all equipment, materials, parts,  |

| <b>0200000 - Management and Administration</b> |                                 |   |
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| <b>Spec Item</b>                               | <b>Title</b>                    | <b>Description</b>  |
|  |                                 | supplies, components, and facilities to perform the requirements of this contract. The KO may inspect Contractor-furnished items for adequacy and compliance with contract requirements. Inadequate or unsafe items shall be removed and replaced by the Contractor at no cost to the Government. Materials containing asbestos, lead, and PCB's shall not be brought on site. The KO may at any time require samples, Material Safety Data Sheets (MSDS) or Manufacturer's Data Cut Sheets of materials used in this contract. <b>Per Section F</b>  |
| 2.6  | Management                      | The Contractor shall manage the total work effort associated with the services required herein to meet the performance objectives and standards. Such management includes but is not limited to planning, scheduling, cost accounting, report preparation, establishing and maintaining records, and quality control. The Contractor shall provide a staff with the necessary management expertise to assure performance objectives and standards are met.  |
| 2.6.1  | Work Reception                  | The Contractor shall establish a work reception function with the capability to receive, classify issue, correspond, and respond to equipment repair requests and task orders during normal working hours. The Contractor shall be able to dispatch the appropriate repair crew within the response times listed in <b>Section J</b> and complete repairs in a timely manner.   |
| 2.6.2  | Work Control                    | The Contractor shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking and reporting of work in progress. The Contractor shall plan and schedule work to assure material, labor, and equipment are available to complete work requirements within the specified time limits and in conformance with the quality standards established herein. Verbal scheduling and Work Status Reports shall be provided when requested by the KO. A written status report of any item of work must be provided within two hours of the inquiry during regular working hours, and by 0800 the following work day for inquiries after regular working hours. <b>Per section F</b> |
| 2.6.3  | Work Schedule                   | The Contractor's work shall not interfere with normal Government business. In those cases where some interference is unavoidable, the Contractor shall minimize the impact and effects of the interference. The Contractor shall provide advance access of all of its work schedules to the Government. The Contractor shall notify the KO of any difficulty in scheduling work due to Government controls.   |
| 2.6.4  | Quality Management System (QMS) | The Contractor shall establish and maintain a complete QMS program in accordance with the provisions specified herein. The Contractor's QMS program shall provide an effective and  |

| <b>0200000 - Management and Administration</b> |   |   |
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| <b>Spec Item</b>                               | <b>Title</b>                                  | <b>Description</b>  |
|  |   | <p>efficient means of identifying and correcting problems throughout the entire scope of operations. The Contractor's QMS program shall address:</p> <p>Accurate documentation of work processes, procedures, and output measures.</p> <p>A systematic procedure for assessing compliance with performance objectives and standards.</p> <p>Accurate documentation of quality inspections conducted throughout the execution of work.</p> <p>Assessment-driven corrective actions and process adjustments as appropriate in a timely manner.</p>  |
| 2.6.4.1  | Quality Control Plan (QCP)                    | Within 15 calendar days after award of the contract, the Contractor shall submit to the KO a QCP. The QCP shall describe the QMS methodology and approaches used under this contract. Within seven calendar days of any change during period of performance, submit to the KO a revised QCP for acceptance. <b>Per Section F</b>  |
| 2.6.4.2  | QC Inspection                                 | The Contractor shall establish and maintain an inspection system in accordance with the FAR Clause 52.246-4, INSPECTION OF SERVICES – FIXED PRICE, to ensure that the work performed conforms to the contract requirements. The Contractor shall maintain a file of all scheduled and performed QC inspections, inspection results, and dates and details of corrective and preventive actions. The file shall be the property of the Government and made available during the Government's regular working hours. The QC Inspection File shall be turned over to the KO within five calendar days of completion / termination of the contract. |
| 2.6.4.3  | Contractor Quality Control/Assessment Reports | The Contractor shall submit a copy of the Contractor Quality Control/ Assessment Report to the KO, monthly for the quality control events performed and assessment-driven corrective actions and process adjustments during the previous period. <b>Per Section F</b> The Government may adjust the frequency of the submittal based on the Contractor's quality of performance.  |
| 2.6.5  | Environmental Management System (EMS)         | <p>The Contractor shall perform work under this contract consistent with the following EMS goals and policy.</p> <p>Goals:</p> <ul style="list-style-type: none"> <li>Reduce purchase and use of toxic and hazardous materials;</li> <li>Expand purchase of green products and services; increase recycling;</li> <li>Reduce energy and water use;</li> <li>Increase use of alternative fuels and renewable energy;</li> <li>Integrate green building concepts in major renovations and new construction;</li> <li>Prevent pollution at the source; and</li> </ul>  |

| <b>0200000 - Management and Administration</b> |                        |  |
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| <b>Spec Item</b>                               | <b>Title</b>           | <b>Description</b>   |
|  |                        | <p>Continual improvement.</p> <p>Policy:</p> <p>Protect public health and the environment by being an environmentally responsible member of the community;</p> <p>Preserve our natural, historic and cultural resources;</p> <p>Conserve natural resources by reducing what we discard, reusing items, and recycling materials, which includes purchasing products made from recycled materials;</p> <p>Integrate sound environmental practices into all our operations and business decisions; Integrate environmental protection requirements and pollution prevention initiatives into the early planning, design and procurement of facilities, equipment and material, as well as the planning and implementation of military training activities;</p> <p>Prevent or minimize pollution at its source as we seek out ways to eliminate or further minimize use of hazardous materials and generation of hazardous waste;</p> <p>Maintain a sound partnership with regulatory agencies to sustain our compliance with existing and new environmental laws and regulations;</p> <p>Enhance our program as we develop and implement an Environmental Management System; and</p> <p>Adhere to this policy, remind one another to do so, and ensure that our entire community knows this is our policy by our actions as well as our words.</p> <p>The Contractor shall maintain monitoring and measurement information to address the EMS goals and policy and provide the EMS Goals and Policy Measurement Information to the KO when requested. <b>Per section F.</b> In the event an EMS nonconformance or environmental noncompliance associated with the contracted services, tasks, or actions occurs, the Contractor shall take corrective and/or preventative actions. In the case of a noncompliance, the Contractor shall assume legal and financial liability for the noncompliance and take corrective action immediately to remedy the noncompliance. In the case of a nonconformance, the Contractor shall respond and take corrective action based on the time schedule established by the KO. The Contractor shall ensure that its employees are aware of their roles and responsibilities under the EMS and how these EMS roles and responsibilities affect work performed under the contract.</p> |
| 2.7  | Personnel Requirements | The Contractor shall comply with the personnel requirements stated below.  |
| 2.7.1  | Key Personnel          | Within 15 calendar days after award of the contract, the Contractor shall submit to the KO an Organizational Chart showing lines of authority of the key personnel and on-site supervisor(s) for this contract. <b>Per Section F.</b> The chart shall  |

| <b>0200000 - Management and Administration</b> |                                       |  |
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| <b>Spec Item</b>                               | <b>Title</b>                          | <b>Description</b>   |
|  |                                       | include names of personnel and their position title in this contract. As a minimum, include the PM, QCM, SSHO, and on-site supervisor(s) and who they will report directly to for this contract. The key personnel shall be revised as applicable for the contract. The SSHO and QCM may be the same person  |
| 2.7.1.1  | Project Manager (PM)                  | The Contractor shall provide a PM who has relevant experience at a comparable level of responsibility in projects of similar size, scope and complexity. The PM or alternate shall have full authority to act for the Contractor on all contract matters relating to this contract.  |
| 2.7.1.2  | Quality Control Manager (QCM)         | The Contractor shall provide a QCM who shall have full authority and responsibility for assuring performance objectives and standards identified in this contract are met. The QCM may be the same person as the project manager. The QCM or alternate shall be available on-site within one hour after the Government's request.  |
| 2.7.1.3  | Site Safety and Health Officer (SSHO) | The Contractor shall provide a SSHO whose primary duty and responsibility is to prepare and enforce the Contractor's safety program on this contract. The SSHO shall have fulfilled the following pre-requisite training and experiences before being hired as the SSHO under this contract:<br><br>The SSHO shall have satisfactory experience in preparing and enforcing safety programs on contracts of similar size and complexity in the past, and have completed the OSHA 10-hour construction safety class or equivalent within the last three years. The SSHO may be the same person as the project manager but shall have fulfilled the pre-requisite qualification and experience. |
| 2.7.2  | Employee Requirements                 | The Contractor shall provide experienced, qualified, and capable personnel to perform the work in this contract. Personnel shall be fully knowledgeable of all safety and environmental requirements associated with the work they perform. Competent personnel shall be provided as required. Personnel shall speak, read, and comprehend English to the extent that they can perform the contract requirements and comply with installation emergency procedures.  |
| 2.7.2.1  | Employee Appearance                   | The Contractor shall ensure that all employees present a professional appearance that is appropriate for their position. The KO reserves the right to determine the acceptability of any clothing worn. All Contractor/subcontractor employees working under this contract shall be identified by a distinctive nameplate, emblem, or patch attached in a prominent place on an outer garment. Employee identification shall not be substituted for station required passes or badges.   |
| 2.7.2.2  | Employee Conduct                      | Contractor employees shall conduct themselves in a proper,   |

| <b>0200000 - Management and Administration</b> |                          |   |
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| <b>Spec Item</b>                               | <b>Title</b>             | <b>Description</b>  |
|  |                          | efficient, courteous and businesslike manner.   |
| 2.7.2.3  | Removal of Employees     | The Contractor shall remove from the site any individual whose continued employment is deemed by the KO to be contrary to the public interest or inconsistent with the best interests of National Security.   |
| 2.7.2.4  | Proof of Legal Residency | No employee or representative of the Contractor will be admitted to the site of work unless satisfactory Proof of Legal Residency is furnished. <b>Per Section F</b>  |
| 2.8  | Security Requirements    | The Contractor shall comply with all Federal, state, and local security statutes, regulations, and requirements. The Contractor shall become acquainted with and comply with all Government regulations as posted, or as requested by the KO when required to enter a Government site. The Contractor shall ensure that all security/entrance clearances are obtained.  |
| 2.8.1  | Employee Listing         | The Contractor shall maintain and provide upon request a current Employee List. The list shall include employee's name, social security number, and level of security clearance. <b>Per Section F</b>   |
| 2.8.2  | Vehicles                 | The company name shall be displayed on each of the Contractor's vehicles in a manner and size that is clearly visible. All vehicles shall display a valid state license plate that complies with State Vehicle Code. Vehicles shall meet all other requirement of the State Vehicle Code, such as safety standards, and shall carry proof of insurance and state registration, if applicable.   |
| 2.8.3  | Passes and Badges        | All Contractor employees shall obtain the required employee and vehicle passes. The Government will issue one day passes without charge. The Contractor employees must be able to obtain CAC in accordance with security requirements. Each employee shall wear the Government issued badge over the front of the outer clothing. When an employee leaves the Contractor's service, the employee's Passes and Badges shall be returned within 10 calendar days. <b>Per Section F</b>  |
| 2.8.3.1  | Access to Installation   | All Contractor personnel shall obtain access to the installation by participating in the Navy Commercial Access Control System (NCACS), or by obtaining passes each day from the Base Pass and Identification Office. Costs for obtaining passes through the NCACS are the responsibility of the Contractor. One-day passes, issued through the Base Pass and Identification Office, will be furnished without charge. The Contractor shall furnish a completed EMPLOYMENT ELIGIBILITY VERIFICATION (DHS FORM I-9) form for all personnel requesting badges. This form is available at <a href="http://www.uscis.gov/portal/site/uscis">http://www.uscis.gov/portal/site/uscis</a> by searching or selecting Employment Verification (Form I-9). Immediately report instances of lost or stolen badges to the Contracting Officer. <b>Per Section F</b> |

| <b>0200000 - Management and Administration</b> |                                |   |
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| <b>Spec Item</b>                               | <b>Title</b>                   | <b>Description</b>  |
| 2.8.3.2  | NCACS Program                  | <p>NCACS is a voluntary program in which Contractor personnel who enroll, and are approved, are subsequently granted access to the installation for a period up to one year, or the length of the contract, whichever is less, and are not required to obtain a new pass from the Base Pass and Identification Office for each visit.</p> <p>The Government performs background screening and credentialing. Throughout the year the Contractor employee must continue to meet background screening standards. Periodic background screenings are conducted to verify continued NCACS participation and installation access privileges. Under the NCACS program, no commercial vehicle inspection is required, other than for Random Anti-Terrorism Measures (RAM) or in the case of an elevation of Force Protection Conditions (FPCON).</p> <p>Information on costs and requirements to participate and enroll in NCACS is available at <a href="http://www.rapidgate.com/vendors/how-to-enroll">http://www.rapidgate.com/vendors/how-to-enroll</a> or by calling 1-877-727-4342.</p> |
| 2.9  | Contractor Safety Program      | <p>The Contractor shall develop and implement a Safety Program detailing how the Contractor plans, staffs, performs, and controls all safety practices while delivering best value services to the Government without any accidents or mishaps. The Contractor's safety program shall comply with all safety standards identified in the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM-385-1-1 and Public Law 91-596, Occupational Safety and Health Act.</p>  |
| 2.9.1  | Accident Prevention Plan (APP) | <p>To ensure that the Contractor has a well organized and thorough Safety Program, the Contractor shall prepare an Accident Prevention Plan (APP). The APP shall be prepared by the Contractor's SSHO and shall be followed by all Contractor employees, subcontractors, and vendors at each service site. The APP shall follow the format and cover all topics as delineated in Appendix A of EM-385-1-1. The APP shall incorporate Activity Hazard Analyses (AHAs) and Situation Specific Safety Plans that are relevant to the site specific hazards and controls for each activity and type of work that may be encountered in the performance of this contract.</p> <p>The Contractor shall submit an APP to the KO within 15 days following award for acceptance. The Contractor shall review, update, and submit the revised APP to the KO annually and within 15 calendar days whenever a change in work conditions, hazards, or activities occur. <b>Submit per Section F</b></p>  |
| 2.9.2  | Activity Hazard Analysis (AHA) | <p>The Contractor shall prepare Activity Hazard Analyses (AHAs) for all common recurring work activities performed</p>  |

| <b>0200000 - Management and Administration</b> |                              |  |
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| <b>Spec Item</b>                               | <b>Title</b>                 | <b>Description</b>   |
|  |                              | <p>under this contract. AHAs shall be submitted with the APP and shall be updated as work activities or conditions change and additional AHAs prepared as new work activities are required. Specifically:<br/>For Non-recurring contracts, the Contractor shall submit an AHA on task orders, with the associated proposal, whenever the service environment or required task is different.</p> <p>AHAs shall follow format of Figure 1-1 of EM-385-1-1 and shall explain the following as detailed in the EM-385-1-1:<br/>The steps of the service process;<br/>Identify potential hazards that exist as a result of the Contractor's service process within the environment;<br/>Measures or plans of actions to safely remove potential hazards away from people in and around the service process and environment;<br/>Specific materials and equipment necessary to safely remove potential hazards away from people in and around the service process and environment;<br/>Inspection requirements to assure service activity is safe; and<br/>Training of service personnel to be aware of potential hazards and measures or plans of actions to be used to remove hazards from service environment.</p> <p>During performance of services, the SSHO shall periodically review the AHA at each service site and for each sub-annex to assess the effectiveness of the Contractor's overall APP. If changes to the AHAs are required, such changes shall be submitted to the KO for review and acceptance. <b>Submit per Section F</b></p> |
| 2.9.3  | Hazard Specific Safety Plans | The Contractor shall develop and implement hazard specific safety plans, as listed below, as necessary for the situation or types of work to be performed under this contract. These Hazard Specific Safety Plans shall be submitted with the APP and shall be updated as situations change. Additional hazard specific safety plans developed as applicable when new types of work are required under this contract. <b>Submit per Section F</b>  |
| 2.9.3.1  | Drug Abuse Prevention Plan   | The Contractor shall develop a plan to explain how it will satisfy the drug-free work force requirement as stated in DFARS Clause 252.223-7004.  |
| 2.9.3.2  | Emergency Response Plan      | The Contractor shall develop an emergency response plan to ensure safe evacuation of people during emergencies, before the hazard or natural disaster is imminent, and to minimize the consequences of accidents during evacuations. See Section 01E of EM 385-1-1.  |
| 2.9.3.3  | Hazard Communication Plan    | The Contractor shall develop a plan to explain how it will identify hazardous substances at the service site. This plan  |

| <b>0200000 - Management and Administration</b> |                               |  |
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| <b>Spec Item</b>                               | <b>Title</b>                  | <b>Description</b>   |
|  |                               | shall address: (1) training (to include potential safety and health effects from exposure); (2) labeling of hazardous substances; (3) maintaining an inventory listing of hazardous chemicals at the service site; and (4) location of a library of Material Safety Data Sheets (MSDSs) in the office to satisfy 29 Code of Federal Regulations (CFR) 1910.1200 or 1926.59 requirements.   |
| 2.9.3.4  | Hazardous Energy Control Plan | The Contractor shall develop a plan to explain how it will control hazardous energy within an existing service environment. This plan shall address: (1) intended operations and procedures; (2) means to coordinate and communicate the control of hazardous energy; (3) procedural steps and responsibilities for shutting down, isolating, blocking, and securing systems to control hazardous energy; (4) steps and responsibilities for the placement, removal, and transfer of lockout and tagged out devices; (5) steps and responsibilities for placing and tagging, and moving or removing and un-tagging, protective grounds; (6) requirements for testing the system to verify the effectiveness of lockout and tag-out isolation devices; (7) courses of actions to implement during emergencies; (8) requirements when removing hazardous energy control devices must be transferred from one authorized person to another, and the name of the individuals qualified for receiving such a transfer; and (9) the means to enforce compliance with the procedures. |
| 2.9.3.5  | Health Hazard Control Plan    | The Contractor shall develop a plan to explain how it will determine the presence of hazardous or toxic agents at the service environment and explain what safety measures are to be taken. This plan shall satisfy relevant topics of Section 6 of EM385-1-1.   |
| 2.9.3.6  | Respiratory Protection Plan   | The Contractor shall develop a plan Contractor to explain how it will protect the health of its employees whenever respirators are needed. This plan shall include service-site-specific procedures in accordance with EM 385-1-1 Section 05.E and OSHA's respiratory protection standard at 29 CFR 1910.134.  |
| 2.9.4  | Accident and Damage Reporting | <p>The Contractor shall notify the KO of all damages, accidents, mishaps, and near misses that occur on or related to Government property as soon as practical, but not later than four hours.</p> <p>For recordable injuries and illnesses, property damage accidents resulting in at least \$2,000 in damages, and Weight Handling Equipment (WHE) accidents, the Prime Contractor shall secure the accident site and protect evidence until released by the contracting officer and conduct an accident investigation to establish the root cause(s) of the accident.</p> <p>For recordable injuries and illnesses and property damage</p>  |

| <b>0200000 - Management and Administration</b> |              |   |
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| <b>Spec Item</b>                               | <b>Title</b> | <b>Description</b>  |
|  |              | <p>accidents resulting in at least \$2,000 in damages complete the Navy Contractor Significant Incident Report (CSIR) form and provide the report to the KO within 1 calendar day of the accident. The KO will provide a blank copy of any required or special forms.</p> <p>Recordable Injuries or Illnesses. Any work-related injury or illness that results in:</p> <p>Death, regardless of the time between the injury and death, or the length of the illness;</p> <p>Days away from work (any time lost after day of injury/illness onset);</p> <p>Restricted work;</p> <p>Transfer to another job;</p> <p>Medical treatment beyond first aid;</p> <p>Loss of consciousness; or</p> <p>A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in (1) through (6) above.</p> <p><b>Submit per Section F</b></p> <p>For WHE accidents (including rigging gear accidents): Render safe and secure the accident scene, do not move any equipment beyond rendering safe, and contact the BSVE Duty Supervisor at 757-650-4148 and Amphibious Construction Battalion TWO. The Duty Supervisor will have the proper Crane Accident Investigators respond to the scene. Follow proper reporting procedures outlined in the latest version of the NAFAC MIDLANT P-307 WHE Manual complete the WHE Accident Report (Crane and Rigging Gear) form and provide the report to the KO within 30 calendar days of the accident. The KO will provide a blank copy of the accident report form.</p> <p>WHE Accident. A WHE accident occurs when any one or more of the six elements in the operating envelope fails to perform correctly during operation, including operation during maintenance or testing resulting in personnel injury or death; material or equipment damage; dropped load; derailment; two-blocking; overload; and/or collision, including unplanned contact between the load, crane, and/or other objects. A dropped load, derailment, two-blocking, overload and collision are considered accidents even though no material damage or injury occur. A component failure (e.g., motor burnout, gear tooth failure, bearing failure) is not considered an accident solely due to material or equipment damage unless the component failure results in damage to other components (e.g., dropped boom, dropped load, roll over, etc.).</p> <p>Comply with current 29CFR1904 for OSHA/HIOSH record keeping and reporting requirements. <b>Submit per Section F</b></p> |

| <b>0200000 - Management and Administration</b> |                                 |   |
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| <b>Spec Item</b>                               | <b>Title</b>                    | <b>Description</b>  |
| 2.9.4.1  | Accident Reporting Notification | <p>The Contractor shall report all accidents, mishaps, and near misses to the KO in a timely manner as described below: An Initial Accident Reporting Notification Report shall be developed by the Contractor and provided to the KO immediately after that an accident, or near miss, has occurred. The Contractor may not have all the facts and information regarding the actual incident or near miss at the time of the initial report. However, it is the Government's desire to receive notification of all mishap situations as early as possible. <b>Submit per Section F</b></p> <p>The Contractor shall develop a Follow-on Accident Reporting Notification Report and shall provide a copy to the KO by close of business the day of the accident, or if the accident occurs after hours, at start of business the following morning. Follow-on reports shall be required daily until the Contractor can send a final, conclusive report of the nature, cause, and outcome of the accident. <b>Submit per Section F</b></p> <p>The Contractor shall provide a Final Accident Reporting Notification Report of the accident to the KO within 24 hours after completing the investigation of the accident. <b>Submit per Section F</b></p> |
| 2.9.5  | OSHA Citations and Violations   | <p>The Contractor shall correct violations and citations promptly and provide a copy of each OSHA citation and OSHA report with written OSHA Citations and Violations Corrective Action Report to the KO within 48 hours after receiving a citation. <b>Per Section F</b></p>   |
| 2.9.6  | Safety Certification            | <p>The Contractor shall submit copies of all the required Federal, state, county, city or industry safety related Safety Certifications for work performed under this contract. These certifications shall be kept up to date by the Contractor. The Contractor shall submit new versions of certifications to the KO as the old certifications expire. No work, that requires a certification, shall start without a valid and approved certification. <b>Submit per section F</b></p>   |
| 2.10   | Environmental Protection        | <p>The Contractor shall comply with all applicable Federal, state, and local laws, and with the regulations and standards listed herein. All environmental protection matters shall be coordinated with the KO. Inspection of any of the facilities operated by the Contractor may be accomplished by the Activity Environmental Protection Coordinator, or authorized officials on a no-notice basis during Government regular working hours. In the event that a regulatory agency assesses a monetary fine against the Government for violations caused by Contractor negligence, the Contractor shall reimburse the Government for the amount of that fine, costs of defending against administrative or other legal action, remedial action, and other costs. The Contractor shall comply with the</p>   |

| <b>0200000 - Management and Administration</b> |   |  |
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| <b>Spec Item</b>                               | <b>Title</b>                                | <b>Description</b>   |
|  |   | instructions of the cognizant Navy Medical Department with respect to avoidance of conditions which create a nuisance or which may be hazardous to the health of military or civilian personnel. The Contractor is responsible for ensuring that its employees receive applicable environmental and occupational health and safety training, and are kept up to date on regulatory required specific training for the type of work to be conducted onsite. All on-site Contractor personnel, and their subcontractor personnel, performing tasks that have the potential to cause a significant environmental impact shall be competent on the basis of appropriate education, training or experience. |
| 2.10.1   | Disposal                                    |  |
| 2.10.1.1                                       | Non-Hazardous Waste                         | The Contractor shall dispose of debris and rubbish resulting from the work under this contract off of installation.  |
| 2.10.1.2                                       | Hazardous Waste                             | All hazardous waste shall be turned over to the Government for disposal.   |
| 2.10.2   | Spill Prevention, Containment, and Clean-up | The Contractor shall prevent, contain, clean up, and report all spills on Government property, caused by the Contractor, in a manner that complies with applicable Federal, state, and local laws and regulations or otherwise stated herein, at no cost to the Government.  |
| 2.10.3   | Hazardous Material Management               | The Contractor shall ensure that procedures are in place to deal with hazardous materials, pursuant to the FAR Clause 52.223-3, HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA.  |
| 2.11   | Disaster Preparedness                       | The Contractor shall comply with the activity's Contingency Instruction. The Contractor shall support the installation contingency response plan as directed by the KO.  |
| 2.12   | Non-recurring Work                          | Non-recurring work is identified in each applicable annex or sub-annex. Non-recurring work may consist of Unit Priced Tasks (UPT) Work (non-negotiated) and Unit Priced Labor (UPL) Work (negotiated). The Contractor shall perform all Non-recurring task work as ordered by the KO per Section G and DoD EMALL requirements in Section H. Non-recurring work will consist of Unit Priced Tasks and Unit Priced Labor Work which may be ordered by the Government as separate items or in combinations of items from the Schedule of Non-recurring Work (Bid Schedule) in Section B on an as needed basis.  |
| 2.12.1   | Unit Priced Task Work (Non-Negotiated)      | A Unit Priced Task (UPT) is defined as a Non-recurring work item that includes all direct and indirect costs plus profit associated with the particular unit of work. All materials and equipment (rented or owned) required for the accomplishment of a UPT shall be included within the respective exhibit line item prices. The Recurring Work for the task order is determined by multiplying the exhibit line item unit prices by   |

| <b>0200000 - Management and Administration</b> |                                   |  |
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| <b>Spec Item</b>                               | <b>Title</b>                      | <b>Description</b>   |
|  |                                   | the quantities ordered. The Contractor is not required to submit cost estimates for UPTs.  |
| 2. 12.1.1                                      | Acceptance and Performance        | The Contractor shall possess the capability to accept and perform Non-recurring work via an electronic medium with supported commands utilizing their Government Purchase Card (GPC). DoD EMALL is the electronic medium for authorized Government personnel to place orders for service to the Contractor. DoD EMALL is located at <a href="http://www.emall.dla.mil">www.emall.dla.mil</a> under NAVFAC contract. The Contractor is required to report all Non-recurring quantities ordered via EMALL monthly to the KO. |
| 2. 12.1.2                                      | Invoicing and Receiving Payment   | Payment for completed EMALL orders will be made using the GPC. Reference “payment by third party” clause [FAR 52.232-36]. The Contractor shall submit one Consolidated Non-recurring Invoice for Non-recurring work completed during the preceding month. The Contractor shall possess the capability to invoice and receive payment for Non-recurring work via an electronic medium with supported commands utilizing their GPC. No partial or advance payments are provided. <b>Submit per section F</b>                 |
| 2. 12.2  | Recurring and Non-recurring ELINS | Recurring and Non-recurring ELINs are provided in <b>J-0200000-05</b> .  |

| <b>1606000 – Water</b> |  |  |
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| <b>Spec Item</b>       | <b>Title</b>                           | <b>Description</b>   |
| 2                      | Management and Administration          |  |
| 2.1                    | Definitions and Acronyms               | Definitions and Acronyms are listed in J-1502000-01.   |
| 2.2                    | Personnel                              | The Contractor shall provide personnel with the qualifications, technical knowledge, experience and skills required to maintain the supplied units in fully operational condition during the term of the contract.                               |
| 2.2.1                  | Certification, Training, and Licensing | All maintenance and repair shall be performed by personnel trained and certified by the OEM.<br><br>The Contractor shall submit proof of all certification, training, and licensing requirements per Section F.                                  |
| 2.3                    | Special Requirements                   | Three of the 6 mobile units supplied by the contractor shall have a capacity of 100,000 gallons each and will remain available at all times. Historical data indicates we have required about 7,000,000 gallons of demineralized water per year. |
| 2.3.1                  | Workmanship and Material Standards     | The Contractor shall be responsible for maintaining all systems, and equipment, identified in this technical sub-annex, to a standard that prevents deterioration beyond that which results from normal wear and tear and corrects               |

| <b>1606000 – Water</b> |                                    |   |
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| <b>Spec Item</b>       | <b>Title</b>                       | <b>Description</b>  |
|                        |                                    | <p>deficiencies in a timely manner to assure full life expectancy of the systems, and equipment. 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 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 system restoration, and regeneration including touch-up painting and operational checks. Upon completion of work, the Contractor shall ensure all systems, and equipment are free of missing components or defects which would affect the safety, and water quality produced within design intent. Repairs shall be made in accordance with the manufacturers' specifications and guidelines. The quality of repairs shall meet the applicable standards and shall prevent any malfunction reoccurrences caused by poor workmanship or other contractor inadequacies. If repairs cannot be made within a reasonable time frame the Contractor shall provide a replacement unit instead of repair.</p> |
| 2.4                    | References and Technical Documents | References and Technical Documents are listed in J-1502000-XX.  |

| <b>1606000 – Water</b> |                         |   |  |  |
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| <b>Spec Item</b>       | <b>Title</b>            | <b>Performance Objective</b>  | <b>Related Information</b>   | <b>Performance Standard</b>  |
| 3                      | FFP Work                | The contractor shall provide Six (6) Mobile Demineralized Water Processing Units. That shall be available to Government forces to operate 24 hours per day 365 days per year for the term of this contract. | <p>A minimum of 3 of the six units shall be capable of treating 100,000 gallons of water before regeneration.</p> <p>Government forces will move, position, hookup, and operate Contractor supplied “High Quality Water Demineralization Units. Movement may involve moving units on public roads between military bases in the Tidewater / Hampton Roads area.</p> <p>All units provided to the Government shall be newly regenerated and available to deliver their full capacity of treated water before requiring subsequent regeneration.</p> | Mobile water treatment units that meet the specification of this contract are delivered to the required location in a timely manner. |
| 3.1                    | Water Quality           | <p>Water quality shall meet or exceed:</p> <p>Conductivity: Less than 2.5 MICRO-MHOS/CM</p> <p>Dissolved Silica: 0.20ppm max</p> <p>Hardness: 0.10ppm max</p>   | The demineralization process and procedures shall be in compliance with the standards set forth by the NAVSEA Technical Manual S9086-GX-STM-020, Chapter 220, Volume 2, Revision 3.  | Water supplied from processing units meets required specifications.  |
| 3.1.1                  | Pressure and Flow Rates | Pressure and flow rates at which the product water is to be processed shall be approximately 3,000 to 5,000 gallons per hour with a 50 to   | Incoming water pressure and temperature averages shall be between 20 and 60psig and between 30 degrees F and 65 degrees F. The Naval Base’s fresh water is taken directly from   | Treated water meets pressure and flow rates.   |

| <b>1606000 – Water</b> |                                       |  |  |   |
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| <b>Spec Item</b>       | <b>Title</b>                          | <b>Performance Objective</b>   | <b>Related Information</b>   | <b>Performance Standard</b>                                   |
|                        |                                       | <p>60psig inlet pressure.</p> <p>The contractor shall provide an alternative pumping capacity, as needed, to boost water deliveries when pier water pressure is low. Units shall have the ability to boost outlet water pressure to a minimum of 50psig when needed.</p>   | <p>the Norfolk City's fresh water system.</p> <p>The conductivity of the fresh water supplied by the government to the contractor's equipment is approximately 220 UMHO/CM for the total dissolved solids.</p>   |   |
| 3.2                    | Demineralizer Unit Required Equipment | <p>The Demineralizer Unit shall have at a minimum the following equipment: a demineralizer resin bed or reverse osmosis membrane, a 10 micron or less outlet filter downstream resin beds or membranes</p>   | <p>The use of multiple small demineralizers (on the order of 1–2 cubic feet) is not acceptable.</p> <p>All Demineralizer units shall be maintained by the Contractor at no additional cost to the government. If repairs cannot be made within 24 hours the Contractor shall replace the unit with a fully functioning unit.</p> | Demineralizer Units are equipped with the required equipment. |
| 3.2.1                  | Unit Piping                           | <p>Fresh water inlet and boiler feed-water outlet fittings shall be compatible with the Navy standard 2½ inch fire hose fittings.</p> <p>Inlet piping from the exterior of the vehicle to the filtration bank and outlet piping from the filtration bank to the exterior of the unit shall be made of stainless steel materials to provide for corrosion resistance.</p> | <p>Piping with-in the filtration bank may be of any suitable materials such as plastic piping (PVC).</p> <p>Inlet and outlet connections shall be outside the enclosed trailer.</p>  | Unit piping meets the requirements of the Contract.           |

| <b>1606000 – Water</b> |  |  |  |   |
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| <b>Spec Item</b>       | <b>Title</b>                                   | <b>Performance Objective</b>   | <b>Related Information</b>   | <b>Performance Standard</b>   |
| 3.2.1.1                | Sample Valve                                   | Demineralizer Unit shall have a valve for taking samples (marked “sample valve”) down stream of all water processing units.  |  | Sampling valve is in place as required.                                       |
| 3.2.1.2                | Conductivity Monitoring Devices and Trip Valve | Each unit shall have a conductivity monitoring devices in the outlet lines which will activate audio and visual alarms when the conductivity levels reach 2.5 UMHOS/CM and will be equipped with a solenoid operated trip valve to discharge water overboard when the unit’s conductivity levels reach maximum levels. Contractor Shall supply a matching hose of sufficient length for dump water to be directed off of the pier. | The Demineralizer shall be configured such that all delivery of treated water to the ship shall stop automatically when the conductivity goes out of specification. When out of specification water is detected and regular delivery stops, the water should still continue to flush, either manually or automatically, internally, until the water returns to within specifications or 500 gallons is flushed, whichever comes first. All automatic shut-off devices shall be fail safe; that is, if power is lost they shall automatically switch to a closed position allowing no water to flow and will not operate until power is restored. | Conductivity is automatically monitored and required actions will take place. |
| 3.2.1.3                | High Point Air Vents                           | Each unit shall be provided with high point vents so that all air can be vented from the system when the contractor regenerates. Each unit must also be constructed so that all air can be vented from pipes, filters,   |  | All unite are equipped with required vents                                    |

| <b>1606000 – Water</b> |   |  |  |  |
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| <b>Spec Item</b>       | <b>Title</b>                            | <b>Performance Objective</b>   | <b>Related Information</b>   | <b>Performance Standard</b>  |
|                        |   | etc. The pipe upstream of the inlet valve and downstream of the outlet valve must have highpoint vents.  |  |  |
| 3.2.1.4                | On Board Electrical Freeze Protection   | <p>Each unit shall have sufficient electric freeze protection equipment to operate or be stored anywhere in the Tidewater area during the winter months.</p> <p>The freeze protection equipment must be capable of operating on 115 VAC 60 HZ single phase electricity, or 440 VAC 60 HZ three phase electricity.</p> <p>Thermometers must be installed to monitor inside temperature, and must be visible from outside each unit.</p> | Environmental Conditions under which the mobile demineralization units shall be maintained are approximately 10 degrees F with winds up to 20 knots and a chill factor of approximately -20 degrees F in winter, and highs of approximately 105 degrees F in the summer. The units will be parked on piers and therefore they will be subjected to salt-water spray. | Freeze protection meets required specifications.   |
| 3.3                    | Demineralizer Units Delivery and Pickup | The contractor will deliver and pick up the Demineralizer Units to building W-316, Norfolk Naval Station, Norfolk, Virginia  | As part of each delivery and pick up every unit will undergo a joint inspection by Contractor and Government representatives. The condition of each unit shall be noted and signed by both parties. Any and all damage to units shall be noted and signed. The Contractor shall certify that the unit has been fully regenerated and is capable of producing         | Unit condition is agreed on by Government and Contractor representatives, and Contractor has certified each unit has been fully regenerated. |

| <b>1606000 – Water</b> |  |  |   |   |
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| <b>Spec Item</b>       | <b>Title</b>   | <b>Performance Objective</b>   | <b>Related Information</b>  | <b>Performance Standard</b>   |
|                        |  |  | its full capacity of treated water.   |   |
| 3.4                    | High Quality Demineralizer Water treatment Unit Regeneration | The Contractor shall provide 72 Regeneration swap outs during each year of the contract. As each in service water treatment unit reaches its capacity for water treatment, the Contractor shall swap out the spent unit with a fully regenerated unit ensuring that the Government has 6 fully functioning water treatment units at all times. | The government will give the Contractor at least 24 hours’ notice when it is anticipated that a unit swap out will be needed.<br><br>The change out time shall not be greater than six (6) hours. This will, in most cases, permit removal and change-out of a rig within one eight (8) hour shift. | Water treatment units are exchanged as needed to meet the Governments need for treated water. |

| <b>1502000 – water</b> |              |  |  |                             |
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| <b>Spec Item</b>       | <b>Title</b> | <b>Performance Objective</b>   | <b>Related Information</b>   | <b>Performance Standard</b> |
| 4                      | IDIQ Work    | IDIQ work may be ordered utilizing DoD EMALL in accordance with Section H or on a task order in accordance with the PROCEDURES FOR ISSUING ORDERS clause in Section G. The order will specify the exact locations and types of work to be accomplished. The period of performance will be specified in each order. | Refer to IDIQ ELINs for task listings, descriptions and related requirements. All periods of performance are measured from issue date of order to acceptance of the work. Performance Standards for IDIQ work will be the same as those in Spec Item 3 where applicable. |                             |

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| 1.11 | Technical Proposal Certification | The Contractor warrants that its proposal incorporated herein by reference will meet or exceed the performance objectives set forth in this contract. |
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0200000 – Management and Administration

## SECTION F: DELIVERIES OR PERFORMANCE

| DELIVERABLES      |                        |  |                               |              |                             |   |
|-------------------|------------------------|--|-------------------------------|--------------|-----------------------------|---|
| Annex/Spec Item   | Form Attachment Number | Deliverable Title  | Date (s) of Submission        | Distribution |                             | Frequency   |
|                   |                        |  |                               | Original     | Copies (including original) |   |
| 0200000 / 2.3.3   | NA                     | Permits and Licenses                                       | As specified                  | KO           | 1                           | Before work commences and as requested by the KO.   |
| 0200000 / 2.3.4   | NA                     | Certificate of Insurance                                   | As specified                  | KO           | 1                           | Within 15 calendar days after award.  |
| 0200000 / 2.5     | NA                     | Samples, MSDS, Manufacturer's Data Cut Sheets of Materials | As specified                  | KO           | 1                           | When requested.   |
| 0200000 / 2.6.2   | NA                     | Work Status Report   | As specified                  | KO           | 1                           | Within two hours of the inquiry during regular working hours, and by 0800 the following work day for inquiries after regular working hours. |
| 0200000 / 2.6.4.1 | NA                     | Quality Control Plan                                       | As specified                  | KO           | 1                           | Within 15 calendar days after award and within seven calendar days of changes.  |
| 0200000 / 2.6.4.3 | NA                     | Contractor Quality Control/ Assessment Report              | First work day of each month. | KO           | 1                           | Monthly   |

| DELIVERABLES            |                              |   |                                     |                  |                                   |   |
|-------------------------|------------------------------|---|-------------------------------------|------------------|-----------------------------------|---|
| Annex/S<br>pec Item     | Form<br>Attachment<br>Number | Deliverable<br>Title  | Date (s) of<br>Submission           | Distribution     |                                   | Frequency   |
|                         |                              |   |                                     | Original         | Copies<br>(including<br>original) |   |
| 0200000<br>/<br>2.6.5   | NA                           | Environmental<br>Management<br>System Goals<br>and Policy<br>Measurement<br>Information | As specified                        | KO               | 1                                 | When<br>requested.  |
| 0200000<br>/<br>2.7.1   | NA                           | Organizational<br>Chart   | As specified                        | KO               | 1                                 | Within 15<br>calendar days<br>after award.  |
| 0200000<br>/<br>2.7.2.4 | NA                           | Proof of Legal<br>Residency   | As specified                        | KO               | 1                                 | Prior to be<br>admitted to site<br>of work.   |
| 0200000<br>/<br>2.8.1   | NA                           | Employee List   | As specified                        | KO               | 1                                 | Upon request.   |
| 0200000<br>/<br>2.8.3   | NA                           | Passes and<br>Badges  | As specified                        | KO               | 1                                 | Within 10<br>calendar days<br>when an<br>employee<br>leaves the<br>Contractor's<br>service.   |
| 2.8.3.1                 | NA                           | Access to<br>Installation   | Before<br>Access to<br>Installation | NCACS<br>Program | 1                                 | Prior to be<br>admitted to site   |
| 0200000<br>/<br>2.9.1   | NA                           | Accident<br>Prevention Plan   | As specified                        | KO               | 1                                 | Within 15<br>calendar days<br>after award and<br>within seven<br>calendar days<br>of changes. |
| 0200000<br>/<br>2.9.2   | NA                           | Activity Hazard<br>Analysis   | As specified                        | KO               | 1                                 | Together with<br>the Accident<br>Prevention Plan<br>and for<br>changes.                       |
| 0200000<br>/<br>2.9.3   | NA                           | Hazard Specific<br>Safety Plans   | As specified                        | KO               | 1                                 | Together with<br>the Accident<br>Prevention Plan<br>and for<br>changes.                       |
| 0200000<br>/<br>2.9.4   | NA                           | Accident and<br>Damage<br>Reporting   | As specified                        | KO               | 1                                 | Within one<br>calendar day of<br>accident.  |

| DELIVERABLES       |                        |  |                               |              |                             |   |
|--------------------|------------------------|--|-------------------------------|--------------|-----------------------------|---|
| Annex/Spec Item    | Form Attachment Number | Deliverable Title                                      | Date (s) of Submission        | Distribution |                             | Frequency   |
|                    |                        |  |                               | Original     | Copies (including original) |   |
| 0200000 / 2.9.4    | NA                     | Weight Handling Equipment Accident Report              | As specified                  | KO           | 1                           | Within 30 calendar day of accident.   |
| 0200000 / 2.9.4.1  | NA                     | Initial Accident Reporting Notification Report         | As specified                  | KO           | 1                           | Immediately after that an accident or near miss.  |
| 0200000 / 2.9.4.1  | NA                     | Follow-on Accident Reporting Notification Report       | As specified                  | KO           | 1                           | Close of business the day of the accident, or if the accident occurs after hours, at start of business the following morning. |
| 0200000 / 2.9.4.1  | NA                     | Final Accident Reporting Notification Report           | As specified                  | KO           | 1                           | Within 24 hours after completing the investigation of the accident.   |
| 2.9.5              | NA                     | OSHA Citations and Violations Corrective Action Report | As specified                  | KO           | 1                           | Within 48 hours after receiving a citation.   |
| 0200000 / 2.9.6    | NA                     | Safety Certifications                                  | As specified                  | KO           | 1                           | Prior to start of work and as old certifications expire.  |
| 0200000 / 2.12.1.2 | NA                     | Consolidated non-recurring Invoice                     | First work day of each month. | KO           | 1                           | Monthly   |

**SPECIAL CONTRACT REQUIREMENTS****H.2 CONTRACTOR SUPPORT OF ELECTRONIC CONTRACTING (DOD EMALL)**

The contractor is required to offer IQ pre-priced line item services to authorized Government personnel when they are ordering the work directly via the Government Purchase Card (GPC) program. When receiving GPC orders against Section B, the contractor shall provide the supplies and services at the offered price without additional markup or handling fee.

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

The contractor is required to receive electronic IQ orders from the DOD EMALL using 128-bit encrypted email.

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

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

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

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

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

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

| SECTION J<br>DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS<br>TABLE OF CONTENTS |  |
|--|--|
| <u>ATTACHMENT<br/>NUMBER</u>   | <u>ATTACHMENT TITLE</u>                |
| J-0200000-01   | DEFINITIONS AND ACRONYMS Annex 0200000 |
| J-0200000-02   | WAGE DETERMINATIONS                    |
| J-0200000-03   | REFERENCES, INSTRUCTIONS, DIRECTIVES   |
| J-0200000-04   | INVOICING PROCEDURES                   |
| J-0200000-05   | EXHIBIT LINE ITEM NUMBERS              |

| ATTACHMENT J-0200000-01<br>DEFINITIONS AND ACRONYMS |   |
|---|---|
| <b>Definition</b>                                   | <b>Description</b>  |
| Competent Person                                    | A person who has the professional experience and training necessary to identify existing and predictable hazards at a work or service environment, and who has the authority to take prompt and corrective action to eliminate or remove dangers from the environment.  |
| Confined Work Space                                 | A space that is large enough and so configured that a person may bodily enter a space (such as in tanks, vessels, silos, storage bins, hoppers, vaults, pits, and like spaces where there is limited means of entry) and is hindered or restricted from escaping during an emergency.   |
| Contracting Officer (KO)                            | That individual with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.   |
| Contractor  | That entity or its representative responsible for the delivery of the services or materials specified in this contract, as designated by contract award. The term Contractor as used herein refers to both the prime Contractor and any subcontractors. The prime Contractor shall insure that subcontractors comply with the provision of this contract.   |
| Contractor Representative                           | That individual appointed by the Contractor, either orally or in writing, who has been assigned responsibility for executing the requirements of this contract.   |
| Direct Material Costs                               | The actual vendor invoice charges for materials used for performance of work under this contract. Direct material costs shall include transportation charges when such charges are included on the invoice by the vendor, as well as any discounts allowed for prompt payment and discounts or rebates for core value or salvage value that accrue to the Contractor. When questions arise concerning the cost of materials, material costs will be based on the lowest of quotes provided by the Contractor from at least three different commercial vendors for the direct material cost. The Government retains the right to obtain additional quotes in questionable situations. The lowest price will be used. |
| Equipment   | Tangible asset that is functionally complete for its intended purpose, durable, and non-expendable.   |
| Facility  | A building or structure designed and created to serve a particular function.  |

|   |   |
|---|---|
| Maintenance And Repair                      | The preservation or restoration of a piece of equipment, system, or facility to such condition that it may be effectively used for its designated purposes. Maintenance/repair may be adjustment, overhaul, reprocessing, or replacement of constituent parts or materials that are missing or have deteriorated by action of the elements or usage, or replacement of the entire unit or system if beyond economical repair.   |
| R. S. Means                                 | A data collection and organization system developed by R. S. Means Company which can be used to prepare accurate, dependable construction estimates and budgets in a variety of ways. The Contractor shall use the latest edition. Material prices are based on a national average and computed labor costs are based on a 30-city national average. An estimate prepared using this data is called a "Means estimate"; data may simply be referred to as "Means".  |
| Monthly On-Site Labor Report                | A compilation of all Contractor and subcontractor employee-hours involved in delivering contract services on a Government property.   |
| Performance Assessment                      | A method used by the Government to provide some measure of control over the quality of purchased goods and services received.   |
| Performance Assessment Representative (PAR) | That individual designated by the KO to be responsible for the monitoring of Contractor performance.  |
| Pre-Expended Bin Materials And Supplies     | The minor materials and supplies that are incidental to the job, for which the total direct cost of any one material line item shown on the material estimate is \$10.00 or less. Examples of pre-expended bin materials and supplies include, but are not limited to, solder, lead, flux, electrical connectors, electrical tape, fuses, nails, screws, bolts, nuts, washers, spacers, masking tape, sand paper, solvent, cleaners, lubricants, grease, oil, rags, mops, glue, epoxy, spackling compound, joint tape, plumbers tape and compound, clips, welding rods, and touch up paint.   |
| Quality Control (QC)                        | A method used by the Contractor to control the quality of goods and services produced.  |
| Response Time                               | The time allowed the Contractor after initial notification of a work requirement to be physically on the premises at the work site with appropriate personnel, tools, equipment, and materials, ready to perform the work required.   |
| Unit Priced Labor (UPL) Hour                | The unit price bid by the Contractor to perform one hour of work-in-place. With the exception of direct material and construction equipment costs, the unit price includes all indirect and direct costs associated with performing work. The price includes the Contractor's hourly composite trade wage, adjusted to allow for workforce productivity; costs for pre-expended bin materials, union agreements, crew sizes, hand tools, payroll burdens and fringes, overtime, job (field) overhead (including clerical support, supervision, inspection, fees, taxes, licenses, permits, and insurance), general and administrative (home office) overhead, and profit. Additionally, time for job preparation, safety standby personnel, and similar indirect labor elements are included. |

| <b>Acronym</b> | <b>Title</b>                                       |
|----------------|--|
| ACO            | Administrative Contracting Officer                 |
| CDR            | Contract Discrepancy Report                        |
| CMMS           | Computerized Maintenance Management System         |
| COR            | Condition of Readiness                             |
| 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                     |
| FSC            | Facility Support Contract                          |
| GFE            | Government-furnished Equipment                     |
| GFF            | Government-furnished Facilities                    |
| GFM            | Government-furnished Materials                     |
| ICP            | Integrated Contingency Plan                        |
| KO             | Contracting Officer                                |
| MSDS           | Material Safety Data Sheets                        |
| NAVFAC         | Naval Facilities Engineering Command               |
| NDT            | Non Destructive Testing                            |
| NMCI           | Navy Marine Corps Intranet                         |
| OEM            | Original Equipment Manufacturer                    |
| PAP            | Performance Assessment Plan                        |
| PAR            | Performance Assessment Representative              |
| PAW            | Performance Assessment Worksheet                   |
| PM             | Project Manager                                    |
| PWS            | Performance Work Statement                         |
| QC             | Quality Control                                    |
| SPAR           | Senior Performance Assessment Representative       |
| VIQ            | Variation in Quantity                              |
| WBS            | Work Breakdown Structure                           |
| WHE            | Weight Handling Equipment                          |

**ATTACHMENT J-0200000-02  
WAGE DETERMINATIONS**

**DEPARTMENT OF LABOR DETERMINATION OF MINIMUM WAGES AND FRINGE BENEFITS**

A wage determination applicable to this work has been requested from the U.S. Department of Labor. An attachment hereto sets forth the current Department of Labor wage determination No. **05-2543**, Rev. **18**, dated **07/08/2015** on file in this office. Compliance with it is mandatory until you are notified of a more recent revision to this determination.

**WAGE DETERMINATION APPLICABLE, SERVICE CONTRACT ACT**

An applicable wage determination has been requested from the Department of Labor and will be issued immediately upon receipt by an amendment to this solicitation.

WD 05-2543 (Rev.-18) was first posted on [www.wdol.gov](http://www.wdol.gov) on 07/14/2015

\*\*\*\*\*

**REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION**

By direction of the Secretary of Labor | **WAGE AND HOUR DIVISION**  
| **WASHINGTON D.C. 20210**  
| **Wage Determination No.: 2005-2543**

Daniel W. Simms      Division of |      Revision No.: 18  
Director      Wage Determinations|      Date of Revision: 07/08/2015

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is 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 \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [ww.dol.gov/whd/govcontracts](http://ww.dol.gov/whd/govcontracts).

States: North Carolina, Virginia  
Area: North Carolina Counties of Camden, Chowan, Currituck, Gates, Pasquotank, Perquimans  
Virginia Counties of Chesapeake, Gloucester, Hampton, Isle of Wight, James City, Mathews, Newport News, Norfolk, Poquoson, Portsmouth, Southampton, Suffolk, Surry, Virginia Beach, Williamsburg, York

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

| OCCUPATION CODE - | TITLE                          | FOOTNOTE | RATE    |
|-------------------|--------------------------------|----------|---------|
| 25210 -           | Water Treatment Plant Operator |          | \$20.01 |

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 8 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 ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, 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 4174)

ATTACHMENT J-0200000-03  
REFERENCES, INSTRUCTIONS, DIRECTIVES

| <u>Reference</u> | <u>Title</u>  |
|------------------|---|
| EM 385-1-1       | U.S. Army Corps of Engineers Safety and Health Requirements   |
| P.L. 91-596      | Occupational Safety and Health Act  |
| NAVFAC NCC-P307  | Navy Crane Center P-307 A copy may be downloaded at the Navy Portal site listed below.<br><a href="https://portal.navfac.navy.mil/portal/page/portal/navfac/navfac_ww_pp/navfac_ncc_pp/tab66035">https://portal.navfac.navy.mil/portal/page/portal/navfac/navfac_ww_pp/navfac_ncc_pp/tab66035</a> |

**ATTACHMENT J-0200000-04**  
**INVOICING PROCEDURES**

The Non-recurring Work line items will be ordered by DOD EMALL, Credit Card order via FISC, or by Task Order as appropriate

**ATTACHMENT J-0200000-05**  
**EXHIBIT LINE ITEM NUMBERS**

**ATTACHMENT J-0200000-04**  
**EXHIBIT LINE ITEM NUMBERS**  
**SOLICITATION/CONTRACT #**  
**N40085-16-T-2211**  
**EXHIBIT A - CLIN 9000**

**Line Item 0001 Base Period -**  
**Recurring Work**

**PROVIDE UNIT PRICES FOR**  
**RECURRING WORK**  
**IN ACCORDANCE WITH**  
**SECTION C, SPEC ITEM 3**  
**ELINs A001 and A002**

| <b>ELIN</b>                                       | <b>SHORT DESCRIPTION</b>                           | <b>FULL DESCRIPTION</b>  | <b>EST QTY</b> | <b>UNIT OF ISSUE</b> | <b>UNIT PRICE</b> | <b>TOTAL AMOUNT</b> |
|---|--|--|----------------|----------------------|-------------------|---------------------|
| A001  | High Quality Water Demineralizer Unit              | The Contractor shall deliver truck or trailer mounted High Quality Water Demineralizer Units to the location described in the Contract. Each unit shall meet the specifications in 1606000 spec item 3.  | 6              | EA                   | \$0.00            | \$0.00              |
| A002  | High Quality Water Demineralizer Unit Regeneration | When notified by the authorized Government representative the Contractor Shall, within 48 hours, swap out a Fully Regenerated water treatment unit for a unit provided under Elin A001, that has treated its designated capacity of water. Follow contract requirements per 1606000 Spec Item 3. | 72             | EA                   | \$0.00            | \$0.00              |
| <b>TOTAL LINE ITEMS - A001 and A002 BASE YEAR</b> |  |  |                |                      | <b>\$0.00</b>     |                     |

**ATTACHMENT J-0200000-04**  
**EXHIBIT LINE ITEM NUMBERS**

SOLICITATION/CONTRACT # N40085-16-T-2211  
 EXHIBIT A - CLIN 9000

**Line Item 0002 Base Period - Non-recurring Work**

**PROVIDE UNIT PRICES FOR NON-RECURRING WORK IN ACCORDANCE WITH SECTION C, SPEC ITEM 4**  
 ELINs A700 THROUGH A704

| ELIN | SHORT DESCRIPTION                                   | FULL DESCRIPTION   | EST QTY | UNIT OF ISSUE | UNIT PRICE | TOTAL AMOUNT |
|------|---|--|---------|---------------|------------|--------------|
| A700 | High Quality Water Demineralizer Unit Weekly Rental | Up to three units may be ordered only when additional units are required beyond the six units supplied under the recurring line item (A)001. The contractor shall deliver a fully regenerated High quality water demineralizer unit that matches the specifications of the units supplied in recurring work portion of this contract for up to a full seven day rental. Delivery shall take place within 48 hours of the Contractor receiving the order. Delivery shall be made to the same location as in the recurring work portion of the contract.   | 156     | EA            | \$0.00     | \$0.00       |
| A701 | High Quality Water Carbon Filter Unit Weekly Rental | The contractor shall deliver a fully regenerated High quality water carbon filter unit for up to a full seven day rental. The Activated Carbon Pre-filter shall remove organic compounds to the following levels:<br>Chlorides:.....2.5 micromhos/cm<br>Halogenated organics: .....0.1 PPM maximum<br>Non-halogenated organic total organic carbon: .....2.0 PPM maximum<br>Delivery shall take place within 48 hours of the Contractor receiving the order. Delivery shall be made to the same location as units delivered under the recurring work portion of the contract. These units may be used with units delivered under Elin (A)001 of the recurring work section or those delivered under Elin (A)700 of the Non-Recurring work section. | 156     | EA            | \$0.00     | \$0.00       |

|      |  |   |    |    |        |        |
|------|--|---|----|----|--------|--------|
| A702 | High Quality Water Demineralizer Unit Monthly Rental | Up to three units may be ordered only when additional units are required beyond the six units supplied under the recurring line item (A)001. The contractor shall deliver a fully regenerated High quality water demineralizer unit that matches the specifications of the units supplied in recurring work portion of this contract for up to a full thirty day rental. Delivery shall take place within 48 hours of the Contractor receiving the order. Delivery shall be made to the same location as in the recurring work portion of the contract.   | 36 | EA | \$0.00 | \$0.00 |
| A703 | High Quality Water Carbon Filter Unit Monthly Rental | The contractor shall deliver a fully regenerated High quality water carbon filter unit for up to a full thirty day rental. The Activated Carbon Pre-filter shall remove organic compounds to the following levels:<br>Chlorides:.....2.5 micromhos/cm<br>Halogenated organics: .....0.1 PPM maximum<br>Non-halogenated organic total organic carbon: .....2.0 PPM maximum<br>Delivery shall take place within 48 hours of the Contractor receiving the order. Delivery shall be made to the same location as units delivered under the recurring work portion of the contract. These units may be used with units delivered under Elin (A)001 of the recurring work section or those delivered under Elin (A)700 of the Non-Recurring work section. | 36 | EA | \$0.00 | \$0.00 |
| A704 | High Quality Water Demineralizer Unit Regeneration   | To be ordered only after all quantities provided in Elin A002 of the recurring work section have been used. When notified by the authorized Government representative the Contractor Shall, within 48 hours, swap out a Fully Regenerated water treatment unit for a unit provided under Elin A001, that has treated its designated capacity of water. Follow contract requirements per 1606000 Spec Item 3.  | 36 | EA | \$0.00 | \$0.00 |

**TOTAL LINE ITEMS - A700 THROUGH A704 BASE YEAR** **\$ -**

ATTACHMENT J-0200000-04  
 EXHIBIT LINE ITEM NUMBERS  
 SOLICITATION/CONTRACT # N40085-16-T-2211  
 EXHIBIT A - CLIN 9000

**Line Item 0003 Option One - Recurring Work**

**PROVIDE UNIT PRICES FOR  
RECURRING WORK  
IN ACCORDANCE WITH SECTION C,  
SPEC ITEM 3  
ELINs B001 and B002**

| <b>ELIN</b>                                       | <b>SHORT DESCRIPTION</b>                           | <b>FULL DESCRIPTION</b>  | <b>EST QTY</b> | <b>UNIT OF ISSUE</b> | <b>UNIT PRICE</b> | <b>TOTAL AMOUNT</b> |
|---|--|--|----------------|----------------------|-------------------|---------------------|
| B001  | High Quality Water Demineralizer Unit              | The Contractor shall deliver truck or trailer mounted High Quality Water Demineralizer Units to the location described in the Contract. Each unit shall meet the specifications in 1606000 spec item 3.  | 6              | EA                   | \$0.00            | \$0.00              |
| B002  | High Quality Water Demineralizer Unit Regeneration | When notified by the authorized Government representative the Contractor Shall, within 48 hours, swap out a Fully Regenerated water treatment unit for a unit provided under Elin A001, that has treated its designated capacity of water. Follow contract requirements per 1606000 Spec Item 3. | 72             | EA                   | \$0.00            | \$0.00              |
| <b>TOTAL LINE ITEMS - B001 and B002 BASE YEAR</b> |  |  |                |                      | <b>\$0.00</b>     |                     |

ATTACHMENT J-0200000-04  
 EXHIBIT LINE ITEM NUMBERS  
 SOLICITATION/CONTRACT # N40085-16-T-2211  
 EXHIBIT A - CLIN 9000

**Line Item 0004 Option One - Non-recurring Work**

**PROVIDE UNIT PRICES FOR  
 NON-RECURRING WORK  
 IN ACCORDANCE WITH SECTION C,  
 SPEC ITEM 4  
 ELINs B700 THROUGH B704**

| ELIN | SHORT DESCRIPTION                                   | FULL DESCRIPTION   | EST QTY | UNIT OF ISSUE | UNIT PRICE | TOTAL AMOUNT |
|------|---|--|---------|---------------|------------|--------------|
| B700 | High Quality Water Demineralizer Unit Weekly Rental | Up to three units may be ordered only when additional units are required beyond the six units supplied under the recurring line item (A)001. The contractor shall deliver a fully regenerated High quality water demineralizer unit that matches the specifications of the units supplied in recurring work portion of this contract for up to a full seven day rental. Delivery shall take place within 48 hours of the Contractor receiving the order. Delivery shall be made to the same location as in the recurring work portion of the contract.   | 156     | EA            | \$0.00     | \$0.00       |
| B701 | High Quality Water Carbon Filter Unit Weekly Rental | The contractor shall deliver a fully regenerated High quality water carbon filter unit for up to a full seven day rental. The Activated Carbon Pre-filter shall remove organic compounds to the following levels:<br>Chlorides:.....2.5 micromhos/cm<br>Halogenated organics: .....0.1 PPM maximum<br>Non-halogenated organic total organic carbon: .....2.0 PPM maximum<br>Delivery shall take place within 48 hours of the Contractor receiving the order. Delivery shall be made to the same location as units delivered under the recurring work portion of the contract. These units may be used with units delivered under Elin (A)001 of the recurring work section or those delivered under Elin (A)700 of the Non-Recurring work section. | 156     | EA            | \$0.00     | \$0.00       |

|      |  |   |    |    |        |        |
|------|--|---|----|----|--------|--------|
| B702 | High Quality Water Demineralizer Unit Monthly Rental | Up to three units may be ordered only when additional units are required beyond the six units supplied under the recurring line item (A)001. The contractor shall deliver a fully regenerated High quality water demineralizer unit that matches the specifications of the units supplied in recurring work portion of this contract for up to a full thirty day rental. Delivery shall take place within 48 hours of the Contractor receiving the order. Delivery shall be made to the same location as in the recurring work portion of the contract.   | 36 | EA | \$0.00 | \$0.00 |
| B703 | High Quality Water Carbon Filter Unit Monthly Rental | The contractor shall deliver a fully regenerated High quality water carbon filter unit for up to a full thirty day rental. The Activated Carbon Pre-filter shall remove organic compounds to the following levels:<br>Chlorides:.....2.5 micromhos/cm<br>Halogenated organics: .....0.1 PPM maximum<br>Non-halogenated organic total organic carbon: .....2.0 PPM maximum<br>Delivery shall take place within 48 hours of the Contractor receiving the order. Delivery shall be made to the same location as units delivered under the recurring work portion of the contract. These units may be used with units delivered under Elin (A)001 of the recurring work section or those delivered under Elin (A)700 of the Non-Recurring work section. | 36 | EA | \$0.00 | \$0.00 |
| B704 | High Quality Water Demineralizer Unit Regeneration   | To be ordered only after all quantities provided in Elin A002 of the recurring work section have been used. When notified by the authorized Government representative the Contractor Shall, within 48 hours, swap out a Fully Regenerated water treatment unit for a unit provided under Elin A001, that has treated its designated capacity of water. Follow contract requirements per 1606000 Spec Item 3.  | 36 | EA | \$0.00 | \$0.00 |

**TOTAL LINE ITEMS - B700 THROUGH B704 OPTION ONE** \$ -

**ATTACHMENT J-0200000-04  
EXHIBIT LINE ITEM NUMBERS  
SOLICITATION/CONTRACT # N40085-16-T-2211  
EXHIBIT A - CLIN 9000**

**Line Item 0005 Option Two - Recurring Work**

**PROVIDE UNIT PRICES FOR  
RECURRING WORK**  
IN ACCORDANCE WITH SECTION C,  
SPEC ITEM 3  
ELINs C001 and C002

| <b>ELIN</b>  | <b>SHORT DESCRIPTION</b>                           | <b>FULL DESCRIPTION</b>  | <b>EST QTY</b> | <b>UNIT OF ISSUE</b> | <b>UNIT PRICE</b> | <b>TOTAL AMOUNT</b> |
|--|--|--|----------------|----------------------|-------------------|---------------------|
| C001   | High Quality Water Demineralizer Unit              | The Contractor shall deliver truck or trailer mounted High Quality Water Demineralizer Units to the location described in the Contract. Each unit shall meet the specifications in 1606000 spec item 3.  | 6              | EA                   | \$0.00            | \$0.00              |
| C002   | High Quality Water Demineralizer Unit Regeneration | When notified by the authorized Government representative the Contractor Shall, within 48 hours, swap out a Fully Regenerated water treatment unit for a unit provided under Elin A001, that has treated its designated capacity of water. Follow contract requirements per 1606000 Spec Item 3. | 72             | EA                   | \$0.00            | \$0.00              |
| <b>TOTAL LINE ITEMS - C001 and C002 OPTION TWO</b> |  |  |                |                      | <b>\$0.00</b>     |                     |

ATTACHMENT J-0200000-04  
EXHIBIT LINE ITEM NUMBERS  
SOLICITATION/CONTRACT #  
N40085-16-T-2211  
EXHIBIT A - CLIN 9000

**Line Item 0006 Option Two  
Non-recurring Work**

**PROVIDE UNIT PRICES FOR  
NON-RECURRING WORK**  
IN ACCORDANCE WITH SECTION C,  
SPEC ITEM 4  
ELINs C700 THROUGH C704

| <b>ELIN</b> | <b>SHORT DESCRIPTION</b> | <b>FULL DESCRIPTION</b> | <b>EST QTY</b> | <b>UNIT OF ISSUE</b> | <b>UNIT PRICE</b> | <b>TOTAL AMOUNT</b> |
|-------------|--------------------------|-------------------------|----------------|----------------------|-------------------|---------------------|
|-------------|--------------------------|-------------------------|----------------|----------------------|-------------------|---------------------|

|      |  |  |     |    |        |        |
|------|--|--|-----|----|--------|--------|
| C700 | High Quality Water Demineralizer Unit Weekly Rental  | Up to three units may be ordered only when additional units are required beyond the six units supplied under the recurring line item (A)001. The contractor shall deliver a fully regenerated High quality water demineralizer unit that matches the specifications of the units supplied in recurring work portion of this contract for up to a full seven day rental. Delivery shall take place within 48 hours of the Contractor receiving the order. Delivery shall be made to the same location as in the recurring work portion of the contract.   | 156 | EA | \$0.00 | \$0.00 |
| C701 | High Quality Water Carbon Filter Unit Weekly Rental  | The contractor shall deliver a fully regenerated High quality water carbon filter unit for up to a full seven day rental. The Activated Carbon Pre-filter shall remove organic compounds to the following levels:<br>Chlorides:.....2.5 micromhos/cm<br>Halogenated organics: .....0.1 PPM maximum<br>Non-halogenated organic total organic carbon: .....2.0 PPM maximum<br>Delivery shall take place within 48 hours of the Contractor receiving the order. Delivery shall be made to the same location as units delivered under the recurring work portion of the contract. These units may be used with units delivered inder Elin (A)001 of the recurring work section or those delivered under Elin (A)700 of the Non-Recurring work section. | 156 | EA | \$0.00 | \$0.00 |
| C702 | High Quality Water Demineralizer Unit Monthly Rental | Up to three units may be ordered only when additional units are required beyond the six units supplied under the recurring line item (A)001. The contractor shall deliver a fully regenerated High quality water demineralizer unit that matches the specifications of the units supplied in recurring work portion of this contract for up to a full thirty day rental. Delivery shall take place within 48 hours of the Contractor receiving the order. Delivery shall be made to the same location as in the recurring work portion of the contract.  | 36  | EA | \$0.00 | \$0.00 |

|      |  |  |    |    |        |        |
|------|--|--|----|----|--------|--------|
| C703 | High Quality<br>Water Carbon<br>Filter Unit<br>Monthly Rental  | <p>The contractor shall deliver a fully regenerated High quality water carbon filter unit for up to a full thirty day rental. The Activated Carbon Pre-filter shall remove organic compounds to the following levels:<br/>                     Chlorides:.....2.5 micromhos/cm<br/>                     Halogenated organics: .....0.1 PPM maximum<br/>                     Non-halogenated organic total organic carbon: .....2.0 PPM maximum<br/>                     Delivery shall take place within 48 hours of the Contractor receiving the order. Delivery shall be made to the same location as units delivered under the recurring work portion of the contract. These units may be used with units delivered under Elin (A)001 of the recurring work section or those delivered under Elin (A)700 of the Non-Recurring work section.</p> | 36 | EA | \$0.00 | \$0.00 |
| C704 | High Quality<br>Water<br>Demineralizer<br>Unit<br>Regeneration | <p>To be ordered only after all quantities provided in Elin A002 of the recurring work section have been used. When notified by the authorized Government representative the Contractor Shall, within 48 hours, swap out a Fully Regenerated water treatment unit for a unit provided under Elin A001, that has treated its designated capacity of water. Follow contract requirements per 1606000 Spec Item 3.</p>  | 36 | EA | \$0.00 | \$0.00 |

**TOTAL LINE ITEMS - C700 THROUGH C704** \$ -  
**OPTION TWO**

ATTACHMENT J-0200000-04  
 EXHIBIT LINE ITEM NUMBERS  
 SOLICITATION/CONTRACT # N40085-16-T-2211  
 EXHIBIT A - CLIN 9000

**Line Item 0007- Option Three Recurring Work**

**PROVIDE UNIT PRICES FOR RECURRING WORK**  
 IN ACCORDANCE WITH SECTION C,  
 SPEC ITEM 3  
 ELINs D001 and D002

| ELIN   | SHORT DESCRIPTION                                  | FULL DESCRIPTION   | EST QTY | UNIT OF ISSUE | UNIT PRICE    | TOTAL AMOUNT |
|--|--|--|---------|---------------|---------------|--------------|
| D001   | High Quality Water Demineralizer Unit              | The Contractor shall deliver truck or trailer mounted High Quality Water Demineralizer Units to the location described in the Contract. Each unit shall meet the specifications in 1606000 spec item 3.  | 6       | EA            | \$0.00        | \$0.00       |
| D002   | High Quality Water Demineralizer Unit Regeneration | When notified by the authorized Government representative the Contractor Shall, within 48 hours, swap out a Fully Regenerated water treatment unit for a unit provided under Elin A001, that has treated its designated capacity of water. Follow contract requirements per 1606000 Spec Item 3. | 72      | EA            | \$0.00        | \$0.00       |
| <b>TOTAL LINE ITEMS - D001 and D002 OPTION THREE</b> |  |  |         |               | <b>\$0.00</b> |              |

ATTACHMENT J-0200000-04  
 EXHIBIT LINE ITEM NUMBERS  
 SOLICITATION/CONTRACT # N40085-16-T-2211  
 EXHIBIT A - CLIN 9000

**Line Item 0008 Option Three - Non-recurring Work**

**PROVIDE UNIT PRICES FOR NON-RECURRING WORK**  
 IN ACCORDANCE WITH SECTION C,  
 SPEC ITEM 4

## ELINs D700 THROUGH D704

| ELIN | SHORT DESCRIPTION                                    | FULL DESCRIPTION   | EST QTY | UNIT OF ISSUE | UNIT PRICE | TOTAL AMOUNT |
|------|--|--|---------|---------------|------------|--------------|
| D700 | High Quality Water Demineralizer Unit Weekly Rental  | Up to three units may be ordered only when additional units are required beyond the six units supplied under the recurring line item (A)001. The contractor shall deliver a fully regenerated High quality water demineralizer unit that matches the specifications of the units supplied in recurring work portion of this contract for up to a full seven day rental. Delivery shall take place within 48 hours of the Contractor receiving the order. Delivery shall be made to the same location as in the recurring work portion of the contract.   | 156     | EA            | \$0.00     | \$0.00       |
| D701 | High Quality Water Carbon Filter Unit Weekly Rental  | The contractor shall deliver a fully regenerated High quality water carbon filter unit for up to a full seven day rental. The Activated Carbon Pre-filter shall remove organic compounds to the following levels:<br>Chlorides:.....2.5 micromhos/cm<br>Halogenated organics: .....0.1 PPM maximum<br>Non-halogenated organic total organic carbon: .....2.0 PPM maximum<br>Delivery shall take place within 48 hours of the Contractor receiving the order. Delivery shall be made to the same location as units delivered under the recurring work portion of the contract. These units may be used with units delivered under Elin (A)001 of the recurring work section or those delivered under Elin (A)700 of the Non-Recurring work section. | 156     | EA            | \$0.00     | \$0.00       |
| D702 | High Quality Water Demineralizer Unit Monthly Rental | Up to three units may be ordered only when additional units are required beyond the six units supplied under the recurring line item (A)001. The contractor shall deliver a fully regenerated High quality water demineralizer unit that matches the specifications of the units supplied in recurring work portion of this contract for up to a full thirty day rental. Delivery shall take place within 48 hours of the Contractor receiving the order. Delivery shall be made to the same location as in the recurring work portion of the contract.  | 36      | EA            | \$0.00     | \$0.00       |
| D703 | High Quality Water Carbon Filter Unit Monthly Rental | The contractor shall deliver a fully regenerated High quality water carbon filter unit for up to a full thirty day rental. The Activated Carbon Pre-filter shall remove organic compounds to the following levels:<br>Chlorides:.....2.5 micromhos/cm  | 36      | EA            | \$0.00     | \$0.00       |

|   |  |   |    |    |        |        |
|---|--|---|----|----|--------|--------|
|   |  | <p>Halogenated organics: .....0.1 PPM maximum<br/>                 Non-halogenated organic total organic carbon: .....2.0 PPM maximum<br/>                 Delivery shall take place within 48 hours of the Contractor receiving the order. Delivery shall be made to the same location as units delivered under the recurring work portion of the contract. These units may be used with units delivered under Elin (A)001 of the recurring work section or those delivered under Elin (A)700 of the Non-Recurring work section.</p> |    |    |        |        |
| D704  | High Quality Water Demineralizer Unit Regeneration | <p>To be ordered only after all quantities provided in Elin A002 of the recurring work section have been used. When notified by the authorized Government representative the Contractor Shall, within 48 hours, swap out a Fully Regenerated water treatment unit for a unit provided under Elin A001, that has treated its designated capacity of water. Follow contract requirements per 1606000 Spec Item 3.</p>   | 36 | EA | \$0.00 | \$0.00 |
| <p><b>TOTAL LINE ITEMS - D700 THROUGH D704 OPTION THREE</b></p> |  |   |    |    | \$     | -      |

ATTACHMENT J-0200000-04  
 EXHIBIT LINE ITEM NUMBERS  
 SOLICITATION/CONTRACT # N40085-16-T-2211  
 EXHIBIT A - CLIN 9000

**Line Item 0009 Option Four Recurring Work**

**PROVIDE UNIT PRICES FOR RECURRING WORK**  
 IN ACCORDANCE WITH SECTION C,  
 SPEC ITEM 3  
 ELINs E001 and E002

| <b>ELIN</b>   | <b>SHORT DESCRIPTION</b>                           | <b>FULL DESCRIPTION</b>  | <b>EST QTY</b> | <b>UNIT OF ISSUE</b> | <b>UNIT PRICE</b> | <b>TOTAL AMOUNT</b> |
|---|--|--|----------------|----------------------|-------------------|---------------------|
| E001  | High Quality Water Demineralizer Unit              | The Contractor shall deliver truck or trailer mounted High Quality Water Demineralizer Units to the location described in the Contract. Each unit shall meet the specifications in 1606000 spec item 3.  | 6              | EA                   | \$0.00            | \$0.00              |
| E002  | High Quality Water Demineralizer Unit Regeneration | When notified by the authorized Government representative the Contractor Shall, within 48 hours, swap out a Fully Regenerated water treatment unit for a unit provided under Elin A001, that has treated its designated capacity of water. Follow contract requirements per 1606000 Spec Item 3. | 72             | EA                   | \$0.00            | \$0.00              |
| <b>TOTAL LINE ITEMS - E001 and E002 OPTION FOUR</b> |  |  |                |                      | <b>\$0.00</b>     |                     |

ATTACHMENT J-0200000-04  
 EXHIBIT LINE ITEM NUMBERS  
 SOLICITATION/CONTRACT # N40085-16-T-2211  
 EXHIBIT A - CLIN 9000

**Line Item 0010 - Option Four  
 Non-recurring Work**

**PROVIDE UNIT PRICES FOR NON-RECURRING WORK**  
 IN ACCORDANCE WITH SECTION C,  
 SPEC ITEM 4  
 ELINs E700 THROUGH E704

| ELIN | SHORT DESCRIPTION                                   | FULL DESCRIPTION   | EST QTY | UNIT OF ISSUE | UNIT PRICE | TOTAL AMOUNT |
|------|---|--|---------|---------------|------------|--------------|
| E700 | High Quality Water Demineralizer Unit Weekly Rental | Up to three units may be ordered only when additional units are required beyond the six units supplied under the recurring line item (A)001. The contractor shall deliver a fully regenerated High quality water demineralizer unit that matches the specifications of the units supplied in recurring work portion of this contract for up to a full seven day rental. Delivery shall take place within 48 hours of the Contractor receiving the order. Delivery shall be made to the same location as in the recurring work portion of the contract.   | 156     | EA            | \$0.00     | \$0.00       |
| E701 | High Quality Water Carbon Filter Unit Weekly Rental | The contractor shall deliver a fully regenerated High quality water carbon filter unit for up to a full seven day rental. The Activated Carbon Pre-filter shall remove organic compounds to the following levels:<br>Chlorides:.....2.5 micromhos/cm<br>Halogenated organics: .....0.1 PPM maximum<br>Non-halogenated organic total organic carbon: .....2.0 PPM maximum<br>Delivery shall take place within 48 hours of the Contractor receiving the order. Delivery shall be made to the same location as units delivered under the recurring work portion of the contract. These units may be used with units delivered under Elin (A)001 of the recurring work section or those delivered under Elin (A)700 of the Non-Recurring work section. | 156     | EA            | \$0.00     | \$0.00       |

|      |  |   |    |    |        |        |
|------|--|---|----|----|--------|--------|
| E702 | High Quality Water Demineralizer Unit Monthly Rental | Up to three units may be ordered only when additional units are required beyond the six units supplied under the recurring line item (A)001. The contractor shall deliver a fully regenerated High quality water demineralizer unit that matches the specifications of the units supplied in recurring work portion of this contract for up to a full thirty day rental. Delivery shall take place within 48 hours of the Contractor receiving the order. Delivery shall be made to the same location as in the recurring work portion of the contract.   | 36 | EA | \$0.00 | \$0.00 |
| E703 | High Quality Water Carbon Filter Unit Monthly Rental | The contractor shall deliver a fully regenerated High quality water carbon filter unit for up to a full thirty day rental. The Activated Carbon Pre-filter shall remove organic compounds to the following levels:<br>Chlorides:.....2.5 micromhos/cm<br>Halogenated organics: .....0.1 PPM maximum<br>Non-halogenated organic total organic carbon: .....2.0 PPM maximum<br>Delivery shall take place within 48 hours of the Contractor receiving the order. Delivery shall be made to the same location as units delivered under the recurring work portion of the contract. These units may be used with units delivered under Elin (A)001 of the recurring work section or those delivered under Elin (A)700 of the Non-Recurring work section. | 36 | EA | \$0.00 | \$0.00 |
| E704 | High Quality Water Demineralizer Unit Regeneration   | To be ordered only after all quantities provided in Elin A002 of the recurring work section have been used. When notified by the authorized Government representative the Contractor Shall, within 48 hours, swap out a Fully Regenerated water treatment unit for a unit provided under Elin A001, that has treated its designated capacity of water. Follow contract requirements per 1606000 Spec Item 3.  | 36 | EA | \$0.00 | \$0.00 |

**TOTAL LINE ITEMS - E700 THROUGH E704 OPTION FOUR** **\$ -**

INSTRUCTIONS TO VENDOR

This requirement will be awarded using the procedures under FAR subpart 13.5, Test Program for Commercial Items of the Clinger-Cohen Act of 1996. Accordingly, a Simplified/Streamlined acquisition process will be used in the evaluation and award of the contract.

**SUBMISSION INSTRUCTIONS:**

Interested vendors shall send the quotation by **Monday 14 December 2015, 2:00pm Eastern Standard Time** in the following ways:

### **PRICE PROPOSAL SUBMITTAL REQUIREMENTS**

Submit one (1) original and one (1) copy of the price proposal in three-ring binders and clearly marked as the price proposal. In addition to providing hard copies of the price proposal, offerors shall provide one (1) electronic copy of the price proposal via email. Offerors are advised that in the event of a discrepancy between pricing information sent electronically and the hard copy, the hard copy will govern. **Each copy of the price proposal shall include a separate tab for each item specified below:**

**The offeror shall submit one (1) Electronic Copy in .xls format, and hardcopies as follows: (1) original, marked “Original”, and (1) copy, marked “Copy”, in a separate three ring binder with the following:**

#### **Price Proposal:**

**Tab #1:** SF 1449, signed with all amendments acknowledged including a completed copy of CLIN ITEMS NO: 0001 – 0015 (Schedule of Prices),

**Tab #2:** Completed ELIN spreadsheet (Section J Attachment).

**Tab #3:** Copy of Representation and Certifications from ORCA

**General Technical Proposal Submittal Requirements:** Submit one (1) “Original” and one (1) “Copy,” (hardcopy), and one Electronic copy:

(a) By e-mail to [susan.roberts2@navy.mil](mailto:susan.roberts2@navy.mil)

(b) If sent Other than US Postal Service: (**FedEx, UPS, or other delivery services**), please utilize the following address for delivery:

NAVFAC MIDLANT  
Attn: Susan Roberts (ACQ 3),  
9324 Virginia Avenue, Building Z-140, Room 114  
Norfolk, VA 23511

(c) If sent using US Postal Services (USPS):  
Commanding Officer, NAVFAC MIDLANT  
Attn: Susan Roberts (ACQ3)  
9742 Maryland Avenue, Building Z-140, Room 114  
Norfolk, VA 23511-3095

(d) Hand carried Quotes shall be delivered to:  
NAVFAC MID-LANT

Acquisition Core Department  
Attn: Susan Roberts (ACQ3),  
9324 Virginia Avenue, Building Z-140, Room 114  
Norfolk, Virginia 23511-3095

**ADDENDUM TO 52.212-1 INSTRUCTION TO VENDORS – COMMERCIAL ITEMS**

The quotation shall consist of the following sections: (1) Technical, (2) Past Performance, and (3) Price.). One electronic or one hard copy versions of the quotation shall be provided.

**The NECO website has a *submit bid* button next to the RFQ number. DO NOT use the submit bid button on NECO to submit your quotation.**

Solicitation Submittal Requirements: The vendor's submissions shall consist of the following:

Factor 1- Technical Approach

Factor 2- Past Performance

Price

**FACTOR 1 –TECHNICAL APPROACH:**

Technical Approach:

The vendor shall submit a narrative that clearly demonstrates their understanding, capability and approach to successfully accomplish the requirements of the PWS. This information should include an overview of the contractor's facility (to include proposed subcontractors).

Additionally the vendor shall address each of the following sub-factors:

- Availability of units
- Delivery of demineralization units
- Turnaround time for Regeneration of units

**FACTOR 2 – PAST PERFORMANCE:**

The vendor shall demonstrate relevant past performance or affirmatively state that it possesses no relevant past performance. Relevant past performance is performance under contracts or efforts within the past five years that is the same as or similar to, the scope and magnitude of the work described by this RFQ. To demonstrate its past performance, the vendor shall identify up to three of its most relevant contracts or efforts within the past five years, and provide any other information the vendor considers relevant to the requirements of the RFQ. Quoters should provide a detailed explanation demonstrating the relevance of the contracts or efforts to the requirements of the RFQ. If subcontractor past performance is provided as part of the three of its most relevant contracts or efforts, the subcontractor past performance will be given weight relative to the scope and magnitude and aspects of the work under the RFQ that the subcontractor

is proposed to perform. Therefore, the vendor's submission shall detail clearly the aspects of the work in the RFQ that the subcontractor is proposed to perform.

**IF A COMPLETED CPARS EVALUATION IS AVAILABLE, IT SHALL BE SUBMITTED WITH THE QUOTE. IF THERE IS NOT A COMPLETED CPARS EVALUATION.**

The Past Performance Questionnaire (PPQ) included in the solicitation is provided for the offeror or its team members to submit to the Contracting Officer. IF A CPARS EVALUATION IS NOT AVAILABLE, ensure correct phone numbers and email addresses are provided for the past performance reference client point of contact. Completed PPQs should be submitted with your quote. If the offeror is unable to obtain a completed PPQ from their past performance contract reference before solicitation closing date, the offeror should complete and submit the first page of the PPQ (**Attachment 1**), which will provide contract and client information for the respective contract(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. The PPQ may be submitted directly to the vendor prior to the closing date of the solicitation. Quoters shall not incorporate by reference into their quotes PPQs or CPARS previously submitted for other RFQs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation. Also include performance recognition documents received within the last five years such as awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition.

In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the offeror's proposal, inquiries of owner representative(s), and any other known sources not provided by the offeror. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror. A copy of the blank Past Performance Questionnaire to be used for requesting client references is included as **Attachment 1**. The references will be evaluated in the aggregate in order to allow offeror, who may not have the entire scope and magnitude of the requirement under one individual contract to still be considered acceptable if past performance with the full scope and magnitude of the requirement can be demonstrated within the allotted number of references as described above.

**PRICE:**

The vendor shall submit one original signed copy of the completed SF1449, and if applicable, executed copies of any amendments, and executed Representations and Certifications, unless completed in ORCA. Signed copies may be submitted via electronic mail to [susan.roberts2@navy.mil](mailto:susan.roberts2@navy.mil). Prices for all line items shall be provided. The prices quoted shall be in accordance with the Schedule of Supplies and Services contained in the RFQ. No price information shall be submitted in the Past Performance section of the quotation. Price quotes shall be held firm for sixty days.

**52.212-2 EVALUATION –COMMERCIAL ITEMS**

(a)The Government intends to conduct a **Lowest Price Technically Acceptable (LPTA)** source selection process using the policies and procedures of FAR Subpart 13.5, Test Program for Certain Commercial Items. This process was determined the most appropriate method of

attaining the best value for the Government through the selection of the technically acceptable submission with the lowest evaluated price.

The price and non-price factors are as follows:

Factor 1: Technical Approach

Factor 2: Past Performance

Price

**\* Technical factors when combined are of equal in importance to past performance. All non-price factors when combined, are equal to price.**

The Government will evaluate the Technical Submission as “**Acceptable**” or “**Unacceptable.**” In order for a vendor’s submission to be considered eligible for award, all aspects of the vendor’s non-price submission (Technical Approach, and Past Performance) must have an evaluated rating of “Acceptable”. An “UNACCEPTABLE” rating in any factor results in the overall non-price factor’s proposal being rated “UNACCEPTABLE”. An overall non-price factor’s rating of “UNACCEPTABLE” makes a proposal ineligible for award.

*Note: If the Contracting Officer determines that a vendor’s technical submission is unacceptable, that vendor’s entire submittal may be determined to be technically unacceptable and may no longer be considered for further competition or award.*

**Tradeoffs will not be used during the source selection process; submissions will be evaluated for acceptability.**

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

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

#### **NON-PRICE FACTOR:**

##### **VOLUME 1-TECHNICAL FACTOR:**

In order to permit efficient competition, the Navy will utilize the following methodology: Quotes will initially be screened for price and placed in order of price (lowest price to highest price). The Navy will then evaluate the technical and past performance factors of each vendor. The Navy will make an award to the lowest priced technically acceptable (LPTA) offer from amongst the three (3) lowest priced offers, price and other factors considered. However, if no offers are found to be technically acceptable the Navy, at its sole discretion, reserves the right to increase the number of offers it will review, until the Government identifies a technically acceptable offer. Accordingly, under this methodology, the technical factors of some offerors may not be

evaluated by the Navy. The Government will evaluate the technical factor using the ratings of Acceptable and Unacceptable. The purpose of the technical factor is to assess the vendor's proposed approach to satisfy the Government's requirements. The technical factor evaluations will be based on the vendor's response to the requirements of the "Instructions to Vendors" section. The vendor's technical approach will be evaluated on how well it meets the Government's requirements as defined within this RFQ.

## **VOLUME II - PAST PERFORMANCE FACTOR:**

Past performance will be evaluated for acceptability as defined below based on the relevancy of the submitted contracts. Evaluation will focus only on work experience already performed. In order to facilitate the Government's evaluation of this factor, the vendor shall provide information on no more than three (3) previous contracts whose effort was relevant to the effort required by this solicitation. Work yet-to-be performed and work prior to the last five years will not be considered. In addition, performance data will only be assessed for those references demonstrating at least one year of completed performance prior to the closing date of the solicitation.

**Past Performance Relevancy** – Regarding relevancy, each past performance reference under each vendor's Past Performance submission will be evaluated to determine its individual scope and magnitude relative to the instant requirement. The following definitions will apply to this evaluation:

Scope: Experience in the areas defined in the PWS.

Magnitude: The measure of the similarity of the dollar value of actually performed work that exists between the PWS and the vendor's contracts, individually or in the aggregate, during the relevant fiveyear period established by the RFQ.

In the case of a vendor 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 can be reasonably assigned, the vendor will not be evaluated favorably or unfavorably in accordance with FAR 15.305(a)(2)(iv). The vendor will therefore be determined to have unknown past performance. In the context of acceptability/unacceptability, "Unknown" will be considered "Acceptable." The Government may verify past performance information. The Government may contact some or all of the references provided, as appropriate, and may collect information through questionnaires, telephone interviews and existing data sources to include but not limited to the Contractor Performance Assessment Reporting System (CPARS). 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.

**Past Performance Evaluation:** The assignment of this rating will be based on the quality of the relevant past performance and will also consider the currency and relevance of the information, the source of the information, the context of the data, and general trends in the vendor's performance. The quality of performance under a past performance reference that that has no relevance to the instant requirement will not be considered in the overall assessment of Past Performance Acceptability. This evaluation and rating is separate and distinct from the

contracting officer's responsibility determination. The assessment of the vendor's past performance will be used as a means of evaluating the relative capability of the vendor and other competitors to successfully meet the requirements of the solicitation. In determining the rating for the past performance factor, the Government will give greater consideration to the contracts which the Government determines are most relevant to the RFQ. This information will be used for the evaluation of past performance.

**VOLUME III - PRICE:** The vendor's proposed price will be evaluated on the basis of price reasonableness. The evaluation may include, but is not limited to:

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

Unreasonable, unbalanced or incomplete pricing may cause a proposal to be determined unacceptable. Vendors responding to this RFQ are advised that, prior to award, the Government may request vendors to submit additional information or data to support price reasonableness, such as copies of paid invoices for the same or similar items, sales history for the same or similar items, price lists with effective date and/or copies of catalog pages along with any applicable discounts. Failure to submit the requested information may result in disqualification of the submitted quotation.

**SOURCE SELECTION DECISION:** The Government intends to evaluate quotations and issue an award using the procedures of FAR Subpart 13.5, Test Program for Certain Commercial Items. The Government shall select the vendor whose quotation is the LPTA to the Government, considering price and other factors when compared to other quotations. The Government reserves the right to issue a contract to other than the lowest priced offeror. The Government also reserves the right to not issue a contract if it is not in the best interest of the Government. The Government reserves the right to award on initial quotations. Therefore, the vendor's initial quotation should contain the vendor's best terms from a technical, past performance, and price standpoint.

**QUESTIONS:** In order to ensure that all questions submitted by potential vendors are answered prior to the solicitation closing date, one consolidated list of questions concerning the solicitation should be submitted via email to the contracting point of contact Susan Roberts by e-mail at [susan.roberts2@navy.mil](mailto:susan.roberts2@navy.mil). The Government reserves the right not to respond to any questions received concerning this solicitation after the questions receipt date above. Accordingly, vendors are encouraged to carefully review all solicitation requirements and submit questions to the Government early in the solicitation timeframe. **The cut-off date for questions is 12:00 p.m. on 07 December 2015.**

#### **Volume IV – SMALL BUSINESS SUBCONTRACTING APPROACH**

The contractor shall identify in terms of dollar value and percentage of the total acquisition, the extent of work that will be performed as the prime contractor. If submitting an offer as a Joint-Venture, identify the percentage of work each member will be responsible for and indicate the size status of each member, e.g., LB, SB, SDB, WOSB, HUBZone SB, etc.

If you are a Large Business, submit a Small Business Subcontracting Plan for this requirement in accordance with the format provided in **Attachment 2**. If you are a Small Business, submit a Small Business Subcontracting Participation breakdown in the format provided in **Attachment 3**

Offerors shall provide their management approach on how the firm intends to meet or exceed NAVFAC's Small Business Subcontracting Targets. The proposed goals and NAVFAC Subcontracting Targets are expressed as a percentage of total subcontracted values. The minimum NAVFAC Subcontracting Targets are as follows:

| <b>NAVAFC Subcontracting Targets</b> | <b>FY 2016</b> |
|--------------------------------------|----------------|
| Small Business                       | 66.67%         |
| HUBZone Small Business               | 8.85%          |
| Small Disadvantaged Business         | 17.10%         |
| Women-Owned Small Business           | 15%            |
| Veteran Owned                        | 3%             |
| Service-Disabled Veteran-Owned SB    | 3%             |

To demonstrate commitment in using small business concerns, the Small Business Subcontracting Plan or subcontracting participation breakdown may list all subcontractors by name. If the proposed Small Business Subcontracting goals do not meet the minimum NAVFAC Small Business Subcontracting Targets, include a detailed explanation describing the actions taken to arrive at that determination, along with an explanation for the goals that actually were proposed. Proposals submitted by Large Business Concerns shall describe the extent to which the offeror's company has identified and committed to provide for participation by Small Business Concerns, Small Disadvantaged Business Concerns, Women-Owned Small Business Concerns, HubZone Small Business Concerns, Veteran-Owned Small Business Concerns, and Service-Disabled Veteran-Owned Small Business Concerns in the performance of the requirements of this contract. Offerors shall provide sufficient information to demonstrate that the tasks assigned the selected Small Business subcontractors are meaningful in the overall success of the program and also broaden the subcontractor's technical capability. Of special interest is the amount and type of work to be performed by the aforementioned subcontractor(s). The offeror shall explain the reasons for and advantages of selecting particular subcontractors.

**NOTE:** The North American Industry Classification (NAICS) code applicable to the requirements contained within this solicitation is 221310. Therefore, companies proposing as a subcontractor under this solicitation as a small business concern must have had an average annual receipt over their three previous

PAST PERFORMANCE QUESTIONNAIRE

| <b>ATTACHMENT 1</b>   |  |
|---|--|
| <b>NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ)</b>   |  |
| <b>CONTRACT INFORMATION (Contractor to complete Blocks 1-4)</b>   |  |
| <p><b>1. Contractor Information</b></p> <p>Firm Name: _____ CAGE Code: _____</p> <p>Address: _____ DUNs Number: _____</p> <p>Phone Number: _____</p> <p>Email Address: _____</p> <p>Point of Contact: _____ Contact Phone Number: _____</p>   |  |
| <p><b>2. Work Performed as:</b>      <input type="checkbox"/> Prime Contractor    <input type="checkbox"/> Sub Contractor    <input type="checkbox"/> Joint Venture    <input type="checkbox"/> Other (Explain)</p> <p>Percent of project work performed: _____</p> <p>If subcontractor, who was the prime (Name/Phone #): _____</p>  |  |
| <p><b>3. Contract Information</b></p> <p>Contract Number: _____</p> <p>Delivery/Task Order Number (if applicable): _____</p> <p>Contract Type:    <input type="checkbox"/> Firm Fixed Price    <input type="checkbox"/> Cost Reimbursement    <input type="checkbox"/> Other (Please specify): _____</p> <p>Contract Title: _____</p> <p>Contract Location: _____</p><br><p>Award Date (mm/dd/yy): _____</p> <p>Contract Completion Date (mm/dd/yy): _____</p> <p>Actual Completion Date (mm/dd/yy): _____</p> <p>Explain Differences: _____</p><br><p>Original Contract Price (Award Amount): _____</p> <p>Final Contract Price (to include all modifications, if applicable): _____</p> <p>Explain Differences: _____</p> |  |
| <p><b>4. Project Description:</b></p> <p>Complexity of Work <input type="checkbox"/> High    <input type="checkbox"/> Med    <input type="checkbox"/> Routine</p> <p>How is this project relevant to project of submission? <i>(Please provide details such as similar equipment, requirements, conditions, etc.)</i></p><br>   |  |
| <b>CLIENT INFORMATION (Client to complete Blocks 5-8)</b>   |  |
| <p><b>5. Client Information</b></p> <p>Name: _____</p> <p>Title: _____</p> <p>Phone Number: _____</p> <p>Email Address: _____</p>   |  |
| <p><b>6. Describe the client's role in the project:</b></p><br>   |  |

|  |
|--|
| <b>7. Date Questionnaire was completed (mm/dd/yy):</b> |
| <b>8. Client's Signature:</b>                          |

**NOTE: NAVFAC REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO NAVFAC WITH THEIR PROPOSAL, AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON NAVFAC SOLICITATIONS. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. HOWEVER, QUESTIONNAIRES MAY BE SUBMITTED DIRECTLY TO NAVFAC. PLEASE CONTACT THE OFFEROR FOR NAVFAC POC INFORMATION. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.**

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

| <b>RATING</b>           | <b>DEFINITION</b>   | <b>NOTE</b>   |
|-------------------------|---|---|
| <b>(E) Exceptional</b>  | Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective. | An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.   |
| <b>(VG) Very Good</b>   | Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.    | A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.   |
| <b>(S) Satisfactory</b> | Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.  | A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract. |

|                           |  |   |
|---------------------------|--|---|
| <b>(M) Marginal</b>       | Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented. | A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.   |
| <b>(U) Unsatisfactory</b> | Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.   | An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. |
| <b>(N) Not Applicable</b> | No information or did not apply to your contract   | Rating will be neither positive nor negative.   |

Contractor Information (Firm Name): \_\_\_\_\_

Client Information (Name): \_\_\_\_\_

**TO BE COMPLETED BY CLIENT**

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

|  |              |
|--|--------------|
| <b>1. QUALITY:</b>   |              |
| a) Quality of technical data/report preparation efforts  | E VG S M U N |
| b) Ability to meet quality standards specified for technical performance   | E VG S M U N |
| c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance   | E VG S M U N |
| d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)  | E VG S M U N |
| <b>2. SCHEDULE/TIMELINESS OF PERFORMANCE:</b>  |              |
| a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i>              | E VG S M U N |
| b) Rate the contractor's use of available resources to accomplish tasks identified in the contract   | E VG S M U N |
| <b>3. CUSTOMER SATISFACTION:</b>   |              |
| a) To what extent were the end users satisfied with the project?   | E VG S M U N |
| b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication) | E VG S M U N |
| c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?  | E VG S M U N |
| d) Overall customer satisfaction   | E VG S M U N |
| <b>4. MANAGEMENT/ PERSONNEL/LABOR</b>  |              |
| a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?  | E VG S M U N |
| b) Ability to hire, apply, and retain a qualified workforce to this effort   | E VG S M U N |
| c) Government Property Control   | E VG S M U N |
| d) Knowledge/expertise demonstrated by contractor personnel  | E VG S M U N |
| e) Utilization of Small Business concerns  | E VG S M U N |
| f) Ability to simultaneously manage multiple projects with multiple disciplines  | E VG S M U N |
| g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes   | E VG S M U N |
| h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)   | E VG S M U N |



**Attachment 2  
SMALL BUSINESS SUBCONTRACTING PLAN  
(TO BE SUBMITTED BY LARGE BUSINESSES)**

\*This template has been designed to be consistent with FAR 19.704, Subcontracting Plan Requirements and FAR clause 52.219-9, Small Business Subcontracting Plan (“Subcontracting Plan”). Other formats of a small business subcontracting plan may be acceptable. However, failure to include the essential information as exemplified in this template may be cause for either a delay in acceptance or the rejection of a bid or offer where the clause is applicable.

**(CONTRACTOR’S NAME)**

**(ADDRESS)**

**(Solicitation or Contract Number)**

**(Title of the Project and Location)**

**(Date Prepared)**

**Type of Report (Individual, Commercial, Master)**

|  |             |
|--|-------------|
| <b>PLAN SUBMITTED BY:</b>  |             |
| Signature: _____   | Date: _____ |
| Printed Name: _____  |             |
| Title: _____   |             |
| <b>REVIEWED:</b>   |             |
| _____  | _____       |
| Small Business Specialist  | Date        |
| <b>REVIEWED:</b>   |             |
| _____  | _____       |
| Small Business Administration<br>Procurement Center Representative | Date        |
| <b>ACCEPTED:</b>   |             |
| _____  | _____       |
| Procuring Contracting Officer                                      | Date        |

**SUBCONTRACTING PLAN**

The following, together with any attachments, is submitted as a Subcontracting Plan to satisfy the requirements of Federal Acquisition Regulations 19.704. The following goals are established for the Base Period and/or all Bid Items including all option periods. This contract  does  does not contain option periods. Use Attachment (1) for showing the breakdown of the base year and option periods. Percentages may be rounded to nearest tenth of a percent.

1. a. Total Contract Value \$ \_\_\_\_\_  
(including options)

b. Total Subcontracted \$ \_\_\_\_\_ % of 1.a (inclusive of all planned subcontracting to all businesses, regardless of size)

c. Total Prime-performed \$ \_\_\_\_\_ % of 1.a

2. The following dollars and percentage goals are applicable to the contract cited above. (See FAR 19.704(a)(1) and (2))

a. Large Business (LB) \$ \_\_\_\_\_ % of 1.b

This number represents total planned subcontracting dollars under this contract that will go to subcontractors who are large business concerns.

b. Small Business (SB) \$ \_\_\_\_\_ % of 1.b

This number represents total planned subcontracting dollars under this contract that will go to subcontractors who are small business concerns\*\*; include contracts awarded under the AbilityOne Program (formerly Javits Wagner O'Day Act Contracts (JWOD)) to NISH and NIB; and awards to Alaskan Native Corporations (ANCs) and Indian Tribes as prescribed in FAR 19.703(c) & FAR 52.219-9.

(\*\*includes all small businesses, including Small, Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), Historically Underutilized Business Zone (HUBZone), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB) concerns, and Historically Black Colleges, Universities and Minority Institutions (HBCU/MI))

(Include 2.c, 2.d, 2.e, 2.f, 2.g, 2.h, 2.i, 2.j, and 2.k below).

Attach supporting rationale for goals less than \_\_\_\_\_%.

**Notes:**

(1) *Lines 1.b + 1.c = 100% of Line 1.a*

(2) *Lines 2.a + 2.b = 100% of Line 1.b*

(3) *Lines 2.c, 2.d, 2.e, 2.f, 2.g, 2.h, 2.i, 2.j, and 2.k are calculated against Line 1.b, the total value of overall*

*subcontracting dollars.*

*(4) Subcontracts to companies that qualify in multiple categories of SB must be reported under each category. For example: if you are planning to subcontract \$100,000 to company ABC, a woman-owned small disadvantaged business that is also a certified HUBZone, you will report \$100,000 on line 2.b (SB), 2.c (HUBZone), 2.d (WOSB) and 2.e (SDB).*

*(5) The sum of 2.c through 2.k does not automatically equate to the value of 2.b.*

*(6) Designated HUBZone Small Businesses must be certified by the Small Business Administration (SBA).*

c. HUBZone SB \$ \_\_\_\_\_ % of 1.b

This number represents total planned subcontracting dollars under this contract that will go to subcontractors who are qualified HUBZone small business concerns certified by SBA. Attach supporting rationale for goals less than \_\_\_\_\_%. (Included in 2.b, above, as a subset.)

d. Woman-Owned SB \$ \_\_\_\_\_ % of 1.b

This number represents total planned subcontracting dollars under this contract that will go to subcontractors who are WOSB. Attach supporting rationale for goals less than \_\_\_\_\_%. (Included in 2.b, above, as a subset.)

e. Small Disadvantaged Business \$ \_\_\_\_\_ % of 1.b

This number represents total planned subcontracting dollars under this contract that will go to subcontractors who are small business concerns owned and controlled by Socially and Economically Disadvantaged individuals (include in this category the planned subcontracting dollars to HBCU/MI shown in 2.h below, and the planned subcontracting dollars to ANCs and Indian Tribes shown in 2.j below). Attach supporting rationale for goals less than \_\_\_\_\_%. (Included in 2.b, above, as a subset.)

f. Veteran-Owned SB \$ \_\_\_\_\_ % of 1.b.

This number represents total planned subcontracting dollars under this contract that will go to subcontractors who are small business concerns owned and controlled by VOSB (include in this category the planned subcontracting dollars to SDVOSB shown in 2.g below). Attach supporting rationale for goals less than \_\_\_\_\_%. (Included in 2.b, above, as a subset.)

g. Service-Disabled  
Veteran-Owned SB \$ \_\_\_\_\_ % of 1.b

This number represents total planned subcontracting dollars under this contract that will go to subcontractors who are small business concerns owned and controlled by SDVOSB. Attach supporting rationale for goals less than \_\_\_\_\_%. (Included in 2.b and 2.f, above, as a subset.)

h. Historically Black Colleges & Universities/Minority Institutions \$ \_\_\_\_\_ % of 1.b.

This number represents total planned subcontracting dollars under this contract that will go to HBCU/MI as identified in FAR 26. (Included in 2.b and 2.e, above, as a subset.)

i. AbilityOne (Formerly JWOD) \$ \_\_\_\_\_ % of 1.b.

This number represents total planned subcontracting dollars under this contract that will go to AbilityOne participating Nonprofit Agencies (sometimes referred to community rehabilitation programs, work centers, industries, or rehabilitation facilities). Per DFARS 219.703, subcontracts awarded to qualified nonprofit agencies for the blind or severely disabled may be counted toward the small business subcontracting goal. (Included in 2.b, above, as a subset.)

j. Alaskan Native Corporations & Indian Tribes \$ \_\_\_\_\_ % of 1.b.

This number represents total planned subcontracting dollars under this contract that will go to ANCs and Indian Tribes that are not SDBs where you are either subcontracting directly to the ANC or Indian Tribe or where you have been designated to receive their SDB credit. (See FAR 19.703 & FAR 52.219-9) (Included in 2.b and 2.e, above, as a subset.)

k. Alaskan Native Corporations & Indian Tribes \$ \_\_\_\_\_ % of 1.b.

This number represents total planned subcontracting dollars under this contract that will go to ANCs and Indian Tribes that are not small businesses where you are either subcontracting directly to the ANC or Indian Tribe or where you have been designated to receive their SB credit. (See FAR 19.703 & FAR 52.219-9) (Included in 2.b, above, as a subset.)

3. The following principal products and/or services will be subcontracted under this contract. Additional sheets may be added as required. (See FAR 19.704(a)(3))

a. Products/services planned for subcontracting to LB concerns:

\_\_\_\_\_  
\_\_\_\_\_

Or list firm commitments below:

| Name of Firm | Products or Services |
|--------------|----------------------|
| _____        | _____                |
| _____        | _____                |

b. Products/services planned to be subcontracted to SB concerns:

\_\_\_\_\_

---

Or list firm commitments below:

| Name of Firm | Products or Services |
|--------------|----------------------|
| _____        | _____                |
| _____        | _____                |

c. Products/services planned to be subcontracted to HUBZone concerns:

\_\_\_\_\_  
\_\_\_\_\_

Or list firm commitments below:

| Name of Firm | Products or Services |
|--------------|----------------------|
| _____        | _____                |
| _____        | _____                |

d. Products/services planned to be subcontracted to WOSB concerns:

\_\_\_\_\_  
\_\_\_\_\_

Or list firm commitments below:

| Name of Firm | Products or Services |
|--------------|----------------------|
| _____        | _____                |
| _____        | _____                |

e. Products/services planned for subcontracting to SDB concerns:

\_\_\_\_\_  
\_\_\_\_\_

Or list firm commitments below:

| Name of Firm | Products or Services |
|--------------|----------------------|
| _____        | _____                |
| _____        | _____                |

f. Products/services planned for subcontracting to VOSB concerns:

\_\_\_\_\_  
\_\_\_\_\_

Or list firm commitments below:

| Name of Firm | Products or Services |
|--------------|----------------------|
| _____        | _____                |
| _____        | _____                |

g. Products/services planned for subcontracting to SDVOSB concerns:

\_\_\_\_\_  
\_\_\_\_\_

Or list firm commitments below:

| Name of Firm | Products or Services |
|--------------|----------------------|
| _____        | _____                |
| _____        | _____                |

h. Products/services planned for subcontracting to HBCU/MIs:

\_\_\_\_\_  
\_\_\_\_\_

Or list firm commitments below:

| Name of Firm | Products or Services |
|--------------|----------------------|
| _____        | _____                |
| _____        | _____                |

i. Products/services planned for subcontracting to AbilityOne organizations (formerly JWOD):

\_\_\_\_\_  
\_\_\_\_\_

Or list firm commitments below:

| Name of Firm | Products or Services |
|--------------|----------------------|
| _____        | _____                |
| _____        | _____                |

j. Planned products/services for subcontracting to ANCs and Indian Tribes that are not SDBs.  
(See 2.j above for explanation):

\_\_\_\_\_  
\_\_\_\_\_

Or list firm commitments below:

| Name of Firm | Products or Services |
|--------------|----------------------|
| _____        | _____                |
| _____        | _____                |

k. Planned products/services for subcontracting to ANCs and Indian Tribes that are not SBs. (See 2.k above for explanation.)

\_\_\_\_\_  
\_\_\_\_\_

Or list firm commitments below:

| Name of Firm | Products or Services |
|--------------|----------------------|
| _____        | _____                |

\_\_\_\_\_  
(ATTACH ADDITIONAL PAGES IF ADDITIONAL SPACE IS REQUIRED)

4. The following method was used to develop the above subcontracting goals. Include a statement explaining how the products and services to be subcontracted were established, how the areas to be subcontracted to SB, SDB, WOSB, HUBZone, VOSB, SDVOSB concerns, HBCU/MIs, AbilityOne program participants, ANCs and Indian Tribes were determined, and how their capabilities were determined. (See FAR 19.704(a)(4))

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Source lists utilized in making the determinations in paragraph 4, above are as follows: (See FAR 19.704(a)(5))

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Indirect and overhead costs  have  have not been included in the goals specified in 1. and 2. above. If "have" is checked, explain the method used in determining the proportionate share of indirect and overhead costs to be allocated as subcontracts to SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB concerns, HBCU/MI, AbilityOne program participants, ANCs, and Indian Tribes, and the products and services planned: (See FAR 19.704(a)(6))

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. The following employee will administer the subcontracting program: (See FAR 19.704(a)(7))

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_  
EMAIL: \_\_\_\_\_  
TITLE: \_\_\_\_\_

This individual's specific duties, as they relate to the firm's subcontracting plan, are general overall responsibility for this company's Small Business Program. This person should have knowledge of the federal small business programs and be knowledgeable about federal procurement practices. If the prime decides to change the person in this position, they must notify the Contracting Officer and the Deputy for Small Business. The administrator is responsible for the development, preparation and execution of this subcontracting plan, and for monitoring performance relative to contractual subcontracting requirements contained in this plan, including, but not limited to:

- a. Developing and maintaining bidders lists of SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB concerns, AbilityOne program participants, HBCU/MIs, ANCs, and Indian Tribes (hereafter referred to as the small business community) from all possible sources.
- b. Ensuring that procurement packages are structured to permit the small business community to participate to the maximum extent possible.
- c. Assuring inclusion of the small business community in all solicitations for products or services, which they are capable of providing.
- d. Reviewing solicitations to remove statements, clauses, etc., which may tend to restrict or prohibit the small business community participation.
- e. Ensuring periodic rotation of potential subcontractors on bidders lists.
- f. Ensuring that the bid proposal review board documents its reasons for not selecting low bids submitted by the small business community.
- g. Ensuring the establishment and maintenance of records of solicitations and subcontract award activity.
- h. Attending or arranging for attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
- i. Conducting or arranging for the motivational training for purchasing personnel pursuant to the intent of P.L. 95-507.
- j. Monitoring attainment of proposed goals.
- k. Preparing and submitting required periodic subcontracting reports.
- l. Coordinating contractor's activities during the conducting of compliance reviews by Federal agencies.
- m. Coordinating the conduct of contractor's activities involving its small business subcontracting program.
- n. Additions to (or deletions from) the duties specified above are as follows:

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8. The following efforts will be taken to assure that the small business community will have an equitable opportunity to compete for subcontracts. (See FAR 19.704(a)(8))

- a. Outreach efforts will be made by identifying:
    - Contacts with minority and small business trade associations.
    - Contacts with business development organizations.
    - Attendance at small and minority business procurement conference and trade fairs.
  - b. Sources will be requested from the *Central Contractor Registration (CCR)* website available at <http://www.ccr.gov/> on the Internet.
- Automated data base sources to be used, other than CCR, will be as follows.

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- c. The following internal efforts will be made to guide and encourage buyers:
  - (i) Workshops, seminars and training programs will be conducted.
  - (ii) Activities will be monitored to evaluate compliance with this subcontracting plan.
  - (iii) Arrange interviews with the small business community.
- d. Describe how your small business data base, source lists, guides, and other data will be

maintained and utilized by buyers in soliciting subcontracts; e.g., rotation of firms in the data base, keeping data base current and useful, etc.

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e. Additions to (or deletions from) the above listed efforts are as follows:

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9. The offeror (contractor) agrees that the FAR clause 52.219-8 entitled "Utilization of Small Business Concerns " will be included in all subcontracts which offer further subcontracting opportunities, and all subcontractors, except SB concerns, who receive subcontracts in excess of \$650,000 (\$1,500,000 for Construction) will be required to adopt and comply with subcontracting plan similar to this one. Such plans will be reviewed by comparing them with the provisions of P.L. 95-507 and assuring that all minimum requirements of an acceptable subcontracting plan have been satisfied. The acceptability of percentage goals shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of potential small and small disadvantaged subcontractors, and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports, and/or, as time and availability of funds permit, periodic visits to review subcontracting program progress. (See FAR 19.704(a)(9))

10. The offeror (contractor) agrees to submit such periodic reports and cooperate in any studies or surveys as may be required by the contracting agency or the Small Business Administration in order to determine the extent of compliance by the offeror (contractor) with the subcontracting plan and with FAR clause 52.219-8. (See FAR 19.704(a)(10)(i) and (ii))

11. The offeror (contractor) agrees to: (See FAR 19.704(a)(10)(iii)-(vi))  
 a. Submit the Individual Subcontract Report (ISR) and the Summary Subcontract Report (SSR) using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>, following the instructions in the eSRS and FAR Clause 52.219-9;

1st reporting period – Oct 1 through March 31 Submit NLT 30 April

2nd reporting period – Oct 1 through September 30 Submit NLT 30 October

A separate "Final" ISR is required at contract completion.

Upon award of the contract, the identity of the individual(s) responsible for acknowledging receipt or rejecting the ISR and the SSR will be provided to the awardee.

b. Ensure that its large business subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using the eSRS;

c. Provide its prime contract number and its DUNS number, and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to all first tier large business subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their reports; and

- d. Require that each large business subcontractor with a subcontracting plan provide the prime contract number and its own DUNS number, and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to its large business subcontractors with subcontracting plans.
- e. Ensure that the identified Contracting Officer and Small Business Specialist assigned to the contract are included on the eSRS email notification distribution upon submission of each report.

***\*Note 1: If contract value is \$25,000 or more and the solicitation includes FAR Clause 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards, ensure additional reporting requirements are met in eSRS in accordance with this clause.***

12. The offeror (contractor) agrees to maintain at least the following types of records to document compliance with this subcontracting plan: (See FAR 19.704(a)(11))
- a. Source lists, guides, and other data identifying concerns in the small business community.
  - b. Organizations contacted to locate firms in the small business community.
  - c. On a contract-by-contract basis, records on all subcontract solicitations over \$150,000 and indicating for each solicitation;
    - (i) whether concerns in the small business community were solicited, and if not, why not; and
    - (ii) reasons for the failure of the solicited concerns in the small business community to receive the subcontract award.
    - (iii) written designations from ANCs or Indian Tribes, in accordance with FAR 19.703, if applicable.
  - d. Records to support other outreach efforts, e.g., contacts with small business trade associations, business development organizations, and attendance at small business procurement conferences and trade fairs, and frequency of accessing CCR.

\*\*\*\*\*END OF PLAN\*\*\*\*\*

SB SUB PARTICIPATION PLAN

**ATTACHMENT 3**

**PROPOSED SUBCONTRACTING PARTICIPATION BREAKDOWN  
(TO BE SUBMITTED BY SMALL BUSINESSES)**

DATE PREPARED: \_\_\_\_\_

CONTRACTOR'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SOLICITATION NO.: \_\_\_\_\_



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TOTAL: \$ \_\_\_\_\_

(4) VETERAN OWNED SMALL BUSINESS: (VOSB)  
NAME OF COMPANY                      TYPE OF SERVICES

\$ VALUE OF SUBCONTRACT

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TOTAL: \$ \_\_\_\_\_

(5) SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS: (SDVOSB)  
NAME OF COMPANY                      TYPE OF SERVICES

\$ VALUE OF SUBCONTRACT

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TOTAL: \$ \_\_\_\_\_

(6) HISTORICALLY BLACK COLLEGES AND UNIVERSITIES & MINORITY INSTITUTIONS:  
(HBCU/MI)  
NAME OF C, U, OR MI                      TYPE OF SERVICES

\$ VALUE OF SUBCONTRACT

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TOTAL: \$ \_\_\_\_\_

(7) ABILITYONE PROGRAM (FORMERLY JWOD) - NISH  
NAME OF COMPANY                      TYPE OF SERVICES

\$ VALUE OF SUBCONTRACT

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TOTAL: \$ \_\_\_\_\_

NOTES:

1. The sum of lines 4.a and 4.b must equal line 1.

