

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER N6883615GUATEMALA		PAGE 1 OF 63	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER N68836-15-R-0017	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ALISE TAYLOR-SINDAB				b. TELEPHONE NUMBER (No Collect Calls) 904-542-1265	
8. OFFER DUE DATE/LOCAL TIME 11:00 AM 20 Mar 2015		9. ISSUED BY NAVSUP FLC JACKSONVILLE CONTRACTS DIVISION CYNTHIA VORACHACK BLDG 110 3RD FLOOR NAS JACKSONVILLE FL 32212-0097 TEL: 904-542-1255 FAX: 904-542-1095		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: NAICS:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
12. DISCOUNT TERMS		15. DELIVER TO (N57061) US NAVAL FORCES COMMAND/4TH FLT LS1 QUENTIN KEATON SOUTHERN COMMAND PO BOX 280003- BLDG 1878 NS MAYPORT FL 32228-0003 TEL: 904-270-4967 FAX:		16. ADMINISTERED BY			
17a. CONTRACTOR/OFFEROR		18a. PAYMENT WILL BE MADE BY					
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	
		SEE SCHEDULE				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
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							
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/>				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			

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

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

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

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

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

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	LOGISTICS SUPPORT CP-15 GUATEMALA FFP Providing logistic support for Continuing Promise (CP) 2015 in Guatemala 20 April - 02 May 2015. Services include various site requirements, fleet landing and transportation. FOB: Destination FOB: Destination MILSTRIP: N68836GUATEMALA PURCHASE REQUEST NUMBER: N6883615GUATEMALA	1	Lot		
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	LOGISTICS SUPPORT CP-15 GUATEMALA FFP Providing logistic support for Continuing Promise (CP) 2015 in Guatemala, 20 April - 02 May 2015. Services include Engineering building material and Host Nation water. FOB: Destination MILSTRIP: N68836GUATEMALA	1	Lot		
				NET AMT	<hr/>

INFO

Submit the following information:

TOTAL PROPOSAL AMOUNT: \$ _____

CAGE CODE: _____

DUNS: _____

Additional Information for N68836-15-R-0017

FSC: R706
NAICS: 541614

Solicitation N68836-15-R-0017 to obtain logistics and life support to expeditionary naval forces operating in Guatemala on the USNS Comfort during Continuing Promise 2015 mission on 20 April through 02 May 2015.

NOTE: When requesting a copy of this solicitation, provide your company's CAGE Code and DUNS.

Bid Schedule (attachment) is to be submitted in EXCEL format. Only put the unit price in the **YELLOW** column and total will automatically populate.

Also, when corresponding with us, please make sure that you include all of us on your e-mail. Our contact information is listed below:

Alise Taylor-Sindab, Contracting Officer	904-542-1265	Alise.taylor-sindab@navy.mil
LCDR Doug Murphy, Contract Specialist	904-542-1076	Douglas.r.murphy@navy.mil
LT Blake Harpel, Contract Specialist	904-542-6449	blake.harpel@navy.mil
Cynthia Vorachack-Hogan, Contracting Officer	904-542-1255	oulay.vorachackhogan@navy.mil
Bill Jordan, Contract Specialist	904-542-4838	william.r.jordan1@navy.mil

CLOSING DATE FOR QUESTIONS: The closing date for receipt of all questions and/or clarifications is **11:00 am ET (Eastern Time) on Tuesday, 10 MAR 2015**. No oral questions and/or clarification will be entertained.

CLOSING DATE AND TIME FOR QUOTES: The closing date for receipt of quotes/offers is: **11:00 am ET (Eastern Time) on Friday, 20 MAR 2015**. Facsimile (See FAR Provision 52.215-5) and/or e-mail proposal will be accepted. Refer to FAR Clause 52.212-1 regarding Instruction to Offerors and "Late Submissions".

YOUR SUBMITTAL PACKAGE MUST CONTAIN THE FOLLOWING DOCUMENTS:

See FAR Clause 52.212-1

NOTE: All correspondence and/or submissions should be sent to all persons listed below:

alise.taylor-sindab@navy.mil

douglas.r.murphy@navy.mil

blake.harpel@navy.mil

oulay.vorachackhogan@navy.mil

william.r.jordan1@navy.mil

SOW

AS OF: 03 MAR 2015

**Statement of Work for Continuing Promise 2015 USNS COMFORT (T-AH 20)
Expeditionary Support for U.S. Naval Forces operating in Guatemala****DEFINITIONS AND/OR ACRONYMS:**

COR - Contracting Officer Representative

CONTRACTING OFFICER - Representative of the Government authorized to execute Contracts.

BILINGUAL: English, verbal and/or written

ESC - The Expeditionary Services Contractor

HN – Host Nation

C.1 OBJECTIVE:

The primary objective of this contract is to obtain Expeditionary Logistics and Life Support Services for U.S. Navy forces, and other designated personnel, operating ashore in Guatemala. It is essential that all required services be coordinated with the Contracting Officer Representative (COR) and is delivered and operating prior to arrival of USNS COMFORT (T-AH 20) in country unless otherwise specified by the COR. (See USNS COMFORT schedule under the Period of Performance section of this statement of work).

C.2 SCOPE:

The Expeditionary Services Contractor (ESC) shall provide all labor, material, personnel, operational and technical support to perform the statement of work (SOW) in Guatemala. The ESC shall work closely with the assigned COR and CP-15 N4, in the coordination and scheduling of all requirements within this SOW, ensuring effective completion of all services described herein.

The ESC shall provide logistics and life support to expeditionary naval forces operating in Guatemala. This ashore presence is part of a larger U.S. Southern Command (SOUTHCOM) directed mission: CP-15 USNS COMFORT. Approximately 100 Navy Medical/Dental personnel, in each medical site, will require port-a-potties, dumpsters, security lights, privacy screens, security barriers, canopies, chairs tables, warehouse fans, and hand washing stations. Also required are buses, vans, and SUV's for transportation of personnel between the COMFORT to Medical project Sites at the beginning, during and at the end of the mission, one 5,000 pound (2,267kg) lift-capable outdoor forklift, diesel fuel for generators, 20 foot (6.1 meter) tractor-trailer for transportation of equipment between the COMFORT and COMFORT HELLO Landing Zone to Medical project Sites at the beginning, during, and at the end of the mission.

Additionally, 20 Navy Engineering/construction personnel will require port-a-potties, dumpsters, security lights, privacy screens, security barriers, canopies, chairs tables, warehouse fans, and hand washing stations. Also required are buses, vans, and SUV's for transportation of personnel between the COMFORT to Medical project Sites at the beginning, during and at the end of the mission, one 5,000 pound (2,267kg) lift-capable outdoor forklift, diesel fuel for generators, 20 foot (6.1 meter) tractor-trailer for transportation of equipment between the COMFORT and COMFORT HELLO Landing Zone to Medical project Sites at the beginning, during, and at the end of the mission. Furthermore, the vendor will be required to deliver building materials to Engineering Sites on startup day as well as bottled water to Fleet Landing. The vendor must provide a means (i.e. ramp) to on load and offload tools and equipment transported to and from the project Sites. See attached spreadsheets to determine specific requirements for each Site locations and quantities (attachment 1).

The ESC shall protect Site location from disclosure to individuals and contractors not directly involved in providing services to the Navy in response to a verbal or written order from an authorized ordering official under the contract. This requirement to protect the Site and schedule shall be communicated to all individuals and contractors that are directly involved or may be directly involved in providing support services set forth herein.

Background Checks: The ESC shall conduct security background checks on employees and subcontractor employees with local or national police departments or other government organizations. The ESC shall not use employees if the results of their background investigation indicate they may be a security risk to the Site and US Military personnel. The ESC shall issue photo identification badges to its personnel and ensure all subcontractor personnel have photo identification badges. Badges shall be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge so that it is visible at all times. The ESC shall ensure that their employees and subcontractor employees wear appropriate uniform items to identify them as contractor personnel. Examples would be similar shirts, trousers, or coveralls with company logo. All background investigations will be made available for Mission Commander Review as required.

Access Lists: The ESC shall develop a daily list of authorized personnel, vehicles and vessels that may have access to Site location. A copy will be provided to the COR and/or other government representative as required. For individuals, the list will include individual full name, identification number, company name, time and duration of visit, and purpose of their visit. For vehicles, the list will include a description of the vehicle, license plate number, driver's name, time and duration of visit, and purpose of their visit.

C.3 LOCAL WORKSITES IN THE VICINITY:

USNS COMFORT will be anchored in the vicinity of Comando Naval Del Caribe, Guatemala. (Ship support for COMFORT will be handled under existing Husbanding Service Provider contract)

C.4 PERIOD OF PERFORMANCE FOR THIS PHASE OF CP-15; MISSION STOP GUATEMALA:

14 Apr 2015-02 May 2015

C.5 MEDICAL PROJECT SITES:

- Complejo Deportivo De Puerto Barrios (22 Apr 2015 - 01 May 2015)
- Casa Social Del Maestro Prof. Leopoldo Cordon Guzman (22 Apr - 01 May 2015)

C.6 ENGINEERING PROJECT SITES:

- Domingo Juarros School (22 Apr - 01 May 2015)
- Septiembre 15 School (22 Apr - 01 May 2015)

The ESC shall provide a designated **English speaking** representative(s) that is assigned to support this mission from 0800 to 1800 daily for the duration of the Medical and Engineering work at the listed project Sites. This individual or group of individuals must be available by phone/email and will meet (preferred) or speak with the designated government representative daily to coordinate support for the forces assigned.

C.7 LICENSES AND PERMITS:

The ESC shall obtain any necessary insurance, licenses and permits, and comply with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the U.S. Government. The ESC shall ensure proper safety and health precautions are taken to protect personnel, the general public, and property of others during the performance of this contract. The ESC shall ensure any and all subcontractors comply with these requirements. All Medical waste will be handled, managed and disposed of by ship force Medical Team.

C.8 GOVERNMENT POINT OF CONTACT:

The point of contact for all Medical and Engineering/construction projects is [*Information to be provided upon award of the contract*] and designated as the Contracting Officer's Representative (COR)/CP-15 N4 is the CONUS POC under this contract and can be reached at [*Information to be provided upon award of the contract*].

C.9 QUALITY:

The ECS shall provide the timely delivery of goods and services to expeditionary forces operating ashore. Quality of all services or supplies provided shall conform at least to commercial standards in the relevant profession, trade, or field of endeavor. All services shall be performed by individuals fully qualified and licensed in their relevant area.

A listing of the quantity of materials and services needed to support this expeditionary mission is included as **Attachment 1**. This Excel worksheet is included for Fleet Landing, Medical and Engineering Project Sites listed above.

C.10 REQUIREMENTS PER SITE:

Fleet Landing: Comando Naval Del Caribe (22 Apr 2015 - 01 May 2015)

Set-up date 21 Apr 2015 and Breakdown Date 01 May 2015

C.11 RENTAL OF PORT-A-POTTY REQUIREMENTS:

The daily service of the port-a-potties will include emptying of the holding tanks, cleaning/wiping down, and sanitizing the units. The daily service will also include the restocking of the port-a-potties with toilet paper and alcohol-based hand sanitizer. Ensure port-a-potties are able to be locked from the inside by user. Daily cleaning service required at 0700, and 1400, two port-a-potties need to be delivered and offloaded by vendor on 19 Apr 2015 to Fleet Landing Site at 0900. One port-a-potties will be picked up on the last day of service 01 May 2015 after 1600.

C.12 RENTAL OF TRIPLE SINK WASHING STATION:

Triple sink hand washing station with unheated water required. Hand washing station will include soap, paper towels and hand sanitizer. Water tank must be capable of sustaining one day of service for 100 people each day. Station will be refilled by vendor once a day at 1400. One hand wash station will be delivered and offloaded by vendor to Fleet Landing Site on 19 Apr 2015 by 0900. One hand wash station will be picked up on the last day of service which will be 01 May 2015 after 1600.

C.13 RENTAL OF DUMPSTER REQUIREMENTS:

Dumpsters require a minimum storage of 24 cubic feet with lid. Dumpsters will be dropped off on 19 Apr 2015 with daily service at 0900. One dumpster will be delivered and offloaded by vendor to Fleet Landing Site on 19 Apr 2015 by 0900. Dumpster will be picked up on the last day of service which will be 01 May 2015 after 1600.

C.14 NIGHT SECURITY LIGHTING:

Diesel-powered portable security light towers with a minimum of four lamps to provide 1,000-4,000 watts of light, an adjustable tower height no greater than 30 feet, and deployable outriggers with jack stands for stability. US Navy-owned security light will need to be serviced by contractor. Vendor will provide fuel and replace as required, fuel replacement schedule will be set-up with COR and prime vendor lead. Four light towers will be delivered and offloaded by vendor to Fleet Landing Site on 19 Apr 2015 by 0900, for force protection night-time use. Lights will be operated from 6pm to 5am. Lighting will be picked up on last day of service which will be 01 May 2015 after 1600.

C.15 RENTAL OF CANOPIES 20'x20':

General purpose canopy, size 20 feet by 20 feet without side panels, with hold down option of 4 foot by 4 foot pad, stakes with 12 inch clamps and 8 inch by 8 inch cinder blocks filled with concrete and a 10 inch anchor. Two canopies will be delivered, offloaded and set-up by vendor at Fleet Landing on 19 Apr 2015 by 1300. Canopy will be picked up on last day of service which will be 01 May 2015 after 1600.

C.16 RENTAL OF CHAIRS:

20 stackable metal folding chairs, in good condition and free of rust, will be delivered, offloaded, and set-up by vendor at Fleet Landing on 19 Apr 2015 by 1300. Chairs will be picked up on last day of service which will be 01 May 2015 after 1600.

C.17 RENTAL OF TABLES:

Two 6 foot plastic folding tables, in good condition and free of rust will be delivered, offloaded, and set-up by vendor at Fleet Landing Site on 19 Apr 2015 by 1400. Tables will be picked up on last day of service which will be 01 May 2015 after 1600.

C.18 PHONE RENTAL:

Require 25 local cell phones with SIM cards and 500 minutes per phone, for the duration of the mission 14 Apr-01 May 2015 to the ACE at the airport and from 20 Apr 2015-May 2015 main body at fleet landing. The vendor will address any issue to ensure uninterrupted service. Phones will be delivered to the ACE team representative for further distribution on 14 Apr 2015 and will be picked up on last day of service which will be 01 May 2015 after 1600.

C.19 DELIVERY OF WATER:

Require 120 cases of bottle water from approved vendor, one liter bottles case of 24. Water will be delivered in the following manner: 60 cases to Fleet Landing, 30 cases to M1 and 30 cases to M2 on 21 Apr 2015, at 0800.

C.20 Medical Site 1 (MED1): Complejo Deportivo De Puerto Barrios (22 Apr 2015 - 30 Apr 2015)

Set-up date: 21 Apr 2015

Breakdown date: 01 May 2015

C.21 RENTAL OF PORT-A-POTTY REQUIREMENTS:

The daily service of the port-a-potties will include emptying of the holding tanks, cleaning/wiping down, and sanitizing the units. The daily service will also include the restocking of the port-a-potties with toilet paper and alcohol-based hand sanitizer. Ensure port-a-potties are able to be locked from the inside by user. Daily cleaning service required at 0700, and 1400. 12 port-a-potties need to be delivered and offloaded by vendor on 17 Apr 2015 to MED1 at 0900. 12 port-a-potties will be picked up on the last day of service 01 May 2015 after 1600.

C.22 RENTAL OF TRIPLE SINK WASHING STATION:

Triple sink hand washing station with unheated water required. Hand washing station will include soap, paper towels and hand sanitizer. Water tank must be capable of sustaining one day of service for 100 people each day. Station will be refilled by vendor once a day at 1400. Three hand wash station will be delivered and offloaded by vendor to MED1 on 17 Apr 2015 by 0900. Hand wash stations will be picked up on the last day of service which will be 01 May 2015 after 1600.

C.23 RENTAL OF DUMPSTER REQUIREMENTS:

Dumpsters require a minimum storage of 24 cubic feet with lid. Dumpsters will be dropped off on 17 Apr 2015 with daily service at 1300 and will be picked up on the last day of service, 01 May 2015, after 1500. Two dumpster will be delivered and offloaded by vendor to MED1 on 17 Apr 2015 by 0900. Dumpsters will be picked up on the last day of service which will be 01 May 2015 after 1600.

C.24 NIGHT SECURITY LIGHTING:

Diesel-powered portable security light towers with a minimum of four lamps to provide 1,000-4,000 watts of light, an adjustable tower height no greater than 30 feet, and deployable outriggers with jack stands for stability. US Navy-owned security light will need to be serviced by contractor. Vendor will provide fuel and replace as required, fuel replacement schedule will be set-up with COR and prime vendor lead. Four light towers will be delivered and offloaded by vendor to MED Site 1 on 17 Apr 2015 by 1400, for force protection night-time use. Lights will be operated from 6pm to 5am. Lighting will be picked up on last day of service which will be 01 May 2015 after 1600.

C.25 RENTAL OF GENERATOR WITH FUEL REQUIREMENTS:

Requirement is for rental of three generators at a minimum of 5 KW/220V with two 100ft extension cords, including fuel and maintenance as required. In addition, three generators at 5 KW/110V with two 100ft extension cords, including fuel and maintenance as required. Vendor is required to monitor and disperse fuel as needed for all generators and must provide uninterrupted power from 0800 to 1800 mission operations. Vendor will provide maintenance and/or replacement if required. Six generators will be delivered, offloaded and set-up by vendor at MED1 on 17 Apr 2015 at 1300. Generators will be picked up on last day of service 01 May 2015 after 1600.

C.26 RENTAL OF SECURITY BARRIERS:

Requirement is for 72 feet of pedestrian barrier. Barrier should be 42 inches high made of heavy-duty 1-5/8 diameter steel pipe frame with mid-rail or equivalent substitute. For personnel traffic flow, 30 barriers will be delivered, offloaded, and set-up by vendor at MED1 on 17 Apr 2015 at 1500. Barriers will be picked up on last day of service which will be 01 May 2015 after 1600.

C.27 RENTAL OF PRIVACY SCREENS:

Privacy screens size should be eight feet wide by six feet tall with non-transparent material (e.g. shower curtain). 60 privacy screens will be delivered and offloaded by vendor at M1 site on 17 Apr 2015 by 1400. Screens will be picked up on last day of service 01 May 2015 after 1600.

C.28 RENTAL OF CANOPIES 20x20:

General purpose canopy, size 20 feet by 20 feet without side panels, with hold down option of 4 foot by 4 foot pad, stakes with 12 inch clamps and 8 inch by 8 inch cinder blocks filled with concrete and a 10 inch anchor. Seven are required for Med Ops and one for Host Nation Force Protection (HN FP). Eight canopies will be delivered, offloaded and set-up by vendor at MED1 on 17 Apr 2015 by 1300. Canopies will be picked up on last day of service which will be 01 May 2015 after 1600.

C.29 RENTAL OF TENT 15x15 WITH SIDES:

General purpose tent, size 15 feet by 15 feet with side panels, with 8 foot single tubes and fittings, 36inch by 1inch stakes with ratchet assemblies. One tent is required for COMMS. One tent will be delivered, offloaded and set-up by vendor at MED1 on 17 Apr 2015 by 1300. Tent will be picked up on the last day of service which will be 01 May 2015 after 1600.

C.30 RENTAL OF CHAIRS:

320 stackable metal folding chairs, in good condition and free of rust, will be delivered, offloaded, and set-up by vendor at MED1 on 17 Apr 2015 by 1300. Chairs will be picked up on last day of service which will be 01 May 2015 after 1600.

C.31 RENTAL OF TABLES:

60 six foot long folding plastic tables in good condition and free of rust will be delivered, offloaded and set-up by vendor at MED1 on 17 Apr 2015 at 1400. Tables will be picked up on last day of service 01 May 2015 after 1600.

C.32 RENTAL OF PORTABLE INDUSTRIAL FANS:

8 portable electric industrial fans will be delivered, and offloaded by vendor at MED1 on 17 Apr 2015 by 1300. Vendor will provide maintenance and/or replacement if required. Fans will be picked up on last day of service 01 May 2015 after 1600.

C.33 DELIVERY OF ICE:

Requirement is for 150 packaged Ice in a large 10 lbs. bag form approved vendor. Ice need to be delivered daily and offloaded by vendor on 17 Apr 2015 to MED1 at 0800.

C.34 TRANSPORTATION REQUIREMENTS:

C.35 RENTAL 15- PASSENGER VAN/BUS W/DRIVER/FUEL:

Requirement is for seven 15-passenger van/bus with driver and fuel during the hours of 0700 to 1900 daily.

*** One van with driver for ACE team required one week prior to ship arrival (14-19 Apr 2015) at Guatemala airport, specific time to be arranged later. Van will remain on site until 30 Apr for command element use.

Six vans will be delivered to Fleet Landing on 21 Apr 2015 by 0700 with sign on windshield as follows:

- Two vans will shuttle personnel from Fleet Landing to MED1; sign should read "MED1"
- Two vans for SMEE team use; Signs should read "SMEE TEAM"
- One van for VET team use; Sign should read "VET TEAM"
- One van for Navy Band use; sign should read "NAVY BAND"

C.36 RENTAL OF FULL SIZE PICK UP TRUCK WITH DRIVER AND FUEL:

Require a full size pickup truck with driver and fuel during the hours of 0700 to 1900 daily.

Two trucks will be delivered to Fleet Landing on 21 Apr 2015 by 0700 with sign on windshield as follows:

- One truck for transportation of Medical waste from Medical Sites to Fleet Landing, with a sign on windshield that reads "MED1-WASTE".
- One truck for Navy Band to carry equipment, with a sign on windshield that reads "Navy Band".

C.37 RENTAL SUV 4-WHEEL-DRIVE WITH DRIVER AND FUEL:

Require is for three 4WD SUVs with driver and fuel from 0700 to 1900 daily.

*** One SUV is for ACE team one week prior to ship arrival (15-19 Apr 2015) at Guatemala airport, specific time to be arranged later. SUV will remain on site until 30 Apr for command element use.

Two SUVs will be delivered to Fleet Landing on 21 Apr 2015 by 0700 with sign on windshield as follows:

- One SUV is for EHO team use; sign should read "EHO TEAM"
- One SUV for Command Element use; sign should read "COMMAND ELEMENT"

C.38 RENTAL BUS (40-PASSENGER) WITH DRIVER AND FUEL:

Require two 40- passenger buses with drivers and fuel to be available from 0700 to 1900 daily.

Two buses will be delivered to Fleet Landing on 21 Apr 2015 by 0700 with sign on windshield as follows:

- Two buses for MED1 to shuttle Medical personnel to and from MED1 ; Sign should read "MED1"

C.39 RENTAL OF FORKLIFT

Require two 5,000 pound capable outdoor forklifts with drivers and fuel for set-up day 21 Apr 2015 and breakdown day 01 May 2015.

- One forklift required at HELO landing zone, HELO pad on Navy Base; used to load equipment on 20 ft. flatbed tractor trailer.
- One forklift required at Complejo Deportivo De Puerto Barrios to offload equipment off 20 ft. flatbed tractor trailer.

C.40 RENTAL OF 20 FOOT TRACTOR TRAILER TRUCK WITH DRIVER AND FUEL:

Require two 20 foot tractor trailers with drivers and fuel on set-up day 21 Apr 2015 and breakdown day 01 May 2015.

- Two tractor trailers with appropriate tie downs required at HELO landing zone, HELO pad on Navy Base; next to port and will be used to load equipment in order to line haul to Complejo Deportivo De Puerto Barrios and offload equipment.

C.41 MEDICAL SITE 2 (MED2): Casa Social Del Maestro Prof. Leopoldo Cordon Guzman (22 Apr 2015- 30 Apr 2015)

Set-up date: 21 Apr 2015

Breakdown date: 01 May 2015.

C.42 RENTAL OF PORT-A-POTTY REQUIREMENTS:

The daily service of the port-a-potties will include emptying of the holding tanks, cleaning/wiping down, and sanitizing the units. The daily service will also include the restocking of the port-a-potties with toilet paper and alcohol-based hand sanitizer. Ensure port-a-potties are able to be locked from the inside by user. Daily cleaning service required at 0700, and 1400. 12 port-a-potties need to be delivered and offloaded by vendor on 19 Apr 2015 to MED2 at 0900. 12 port-a-potties will be picked up on the last day of service 01 May 2015 after 1600.

C.43 RENTAL OF TRIPLE SINK WASHING STATION:

Triple sink hand washing station with unheated water required. Hand washing station will include soap, paper towels and hand sanitizer. Water tank must be capable of sustaining one day of service for 100 people each day. Station will be refilled by vendor once a day at 1400. Three hand wash station will be delivered and offloaded by vendor to

MED2 on 19 Apr 2015 by 0900. Hand wash stations will be picked up on the last day of service which will be 01 May 2015 after 1600.

C.44 RENTAL OF DUMPSTER REQUIREMENTS:

Dumpsters require a minimum storage of 24 cubic feet with lid. Dumpsters will be dropped off on 19 Apr 2015 with daily service at 1300. Two dumpster will be delivered and offloaded by vendor to MED2 on 19 Apr 2015 by 0900. Dumpsters will be picked up on the last day of service which will be 02 May 2015 after 1600.

C.45 RENTAL OF GENERATOR REQUIREMENTS:

Requirement is for rental of six generators. Three generators at a minimum of 5KW/220V with two 100ft extension cords, including fuel and maintenance as required. In addition, three generators at 5 KW/110V with two 100ft extension cords, including fuel and maintenance as required. Vendor is required to monitor and disperse fuel as needed for all generators and must provide uninterrupted power from 0800 to 1800 mission operations. Vendor will provide maintenance and/or replacement if required. Six generators will be delivered, offloaded and set-up by vendor at MED2 on 19 Apr 2015 at 1300. Generators will be picked up on last day of service 01 May 2015 after 1600.

C.46 RENTAL OF SECURITY LIGHTING:

Diesel-powered portable security light towers with a minimum of four lamps to provide 1,000-4,000 watts of light, an adjustable tower height no greater than 30 ft. height, and deployable outriggers with jack stands for stability. Vendor will provide maintenance and/or replacement if required. Vendor will provide fuel and replace as required, fuel replacement schedule will be set up with COR and prime vendor lead. 4 light towers will be delivered and offloaded by vendor to MED2 on 19 Apr 2015 at 1400, for force protection night time use. Lights will be operated from 6pm to 5am. Lighting will be picked up on last day of service 01 May 2015.

C.47 RENTAL OF SECURITY BARRIERS:

Requirement is for 72 feet of pedestrian barrier. Barrier should be 42 inches high made of heavy-duty 1-5/8 diameter steel pipe frame with mid-rail or equivalent substitute. For personnel traffic flow, 30 barriers will be delivered, offloaded, and set-up by vendor at MED2 on 19 Apr 2015 at 1500. Barriers will be picked up on last day of service which will be 01 May 2015 after 1600.

C.48 RENTAL OF PRIVACY SCREENS:

Privacy screens size should be eight feet wide by six feet tall with non-transparent material (e.g. shower curtain). 60 privacy screens will be delivered and offloaded by vendor at M2 site on 19 Apr 2015 by 1400. Screens will be picked up on last day of service 01 May 2015 after 1600.

C.49 RENTAL OF CANOPIES:

General purpose canopy, size 20 feet by 20 feet without side panels, with hold down option of 4 foot by 4 foot pad, stakes with 12 inch clamps and 8 inch by 8 inch cinder blocks filled with concrete and a 10 inch anchor. Seven are required for Med Ops and one for Host Nation Force Protection (HN FP). Eight canopies will be delivered, offloaded and set-up by vendor at MED2 on 19 Apr 2015 by 1300. Canopies will be picked up on last day of service which will be 01 May 2015 after 1600.

C.50 RENTAL OF TENT 15x15 WITH SIDES:

General purpose tent, size 15 feet by 15 feet with side panels, with 8 foot single tubes and fittings, 36inch by 1inch stakes with ratchet assemblies. One tent is required for COMMS. One tent will be delivered, offloaded and set-up by vendor at MED2 on 19 Apr 2015 by 1300. Tent will be picked up on the last day of service which will be 01 May 2015 after 1600.

C.51 RENTAL OF CHAIRS:

320 stackable metal folding chairs, in good condition and free of rust, will be delivered, offloaded, and set-up by vendor at MED2 on 19 Apr 2015 by 1300. Chairs will be picked up on last day of service which will be 01 May 2015 after 1600.

C.52 RENTAL OF TABLES:

60 six foot long folding plastic tables in good condition and free of rust will be delivered, offloaded and set-up by vendor at MED2 on 19 Apr 2015 at 1400. Tables will be picked up on last day of service 01 May 2015 after 1600.

C.53 RENTAL OF PORTABLE INDUSTRIAL FANS:

8 portable electric industrial fans will be delivered, and offloaded by vendor at MED2 on 17 Apr 2015 by 1300. Vendor will provide maintenance and/or replacement if required. Fans will be picked up on last day of service 01 May 2015 after 1600.

C.54 DELIVERY OF ICE:

Requirement is for 150 packaged Ice in a large 10 lbs. bag form approved vendor. Ice need to be delivered daily and offloaded by vendor on 17 Apr 2015 to MED2 at 0800.

C.55 TRANSPORTATION REQUIREMENTS:**C.56 RENTAL 15-PASSENGER VAN/BUS W/DRIVER/FUEL:**

Requirement is for two 15-passenger van/bus with driver and fuel during the hours of 0700 to 1900 daily. Vans will be delivered to Fleet Landing on set-up day with a sign on the windshield as follows:

- Two vans for MED2 to shuttle Medical personnel to and from MED2 ; Sign should read "MED2"

C.57 RENTAL BUS (40-PASSENGER) WITH DRIVER AND FUEL:

Require two 40- passenger buses with drivers and fuel to be available from 0700 to 1900 daily.

Two buses will be delivered to Fleet Landing on 21 Apr 2015 by 0700 with sign on windshield as follows:

- Two buses for MED2 to shuttle Medical personnel to and from MED2 ; Sign should read "MED2"

C.58 RENTAL OF FORKLIFT

Require two 5,000 pound capable outdoor forklifts with drivers and fuel for set-up day 21 Apr 2015 and breakdown day 01 May 2015.

- One forklift required at HELO landing zone, HELO pad on Navy Base; used to load equipment on 20 ft. flatbed tractor trailer.
- One forklift required at Casa Social Del Maestro Prof. Leopoldo Cordon Guzman to offload equipment off 20 ft. flatbed tractor trailer

C.59 RENTAL OF 20 FOOT TRACTOR TRAILER TRUCK WITH DRIVER AND FUEL:

Require two 20 foot tractor trailers with drivers and fuel on set-up day 21 Apr 2015 and breakdown day 01 May 2015.

- Two tractor trailers with appropriate tie downs required at HELO landing zone, HELO pad on Navy Base; next to port and will be used to load equipment in order to line haul to Casa Social Del Maestro Prof. Leopoldo Cordon Guzman and offload equipment.

C.60 ENGINEERING SITE 1 (ENG1): Domingo Juarros School (22 Apr 2015 -30 Apr 2015)

Set-up date: 21 Apr 2015

Breakdown date: 01 May 2015.

C.61 RENTAL OF PORT-A-POTTIE REQUIREMENTS:

The daily service of the port-a-potties will include emptying of the holding tanks, cleaning/wiping down, and sanitizing the units. The daily service will also include the restocking of the port-a-potties with toilet paper and alcohol-based hand sanitizer. Ensure port-a-potties are able to be locked from the inside by user. Daily cleaning service required at 0700, and 1400. One port-a-potties needs to be delivered and offloaded by vendor on 17 Apr 2015 to ENG1 at 0900. Port-a-potties will be picked up on the last day of service 01 May 2015 after 1600.

C.62 RENTAL OF TRIPLE SINK WASHING STATION:

Triple sink hand washing station with unheated water required. Hand washing station will include soap, paper towels and hand sanitizer. Water tank must be capable of sustaining one day of service for 100 people each day. Station will be refilled by vendor once a day at 1400; one hand wash station will be delivered and offloaded by vendor to ENG1 on 17 Apr 2015 by 0900. Hand wash station will be picked up on the last day of service which will be 01 May 2015 after 1600.

C.63 RENTAL OF DUMPSTER REQUIREMENTS:

Dumpster requires a minimum storage of 24 cubic feet with lid. One dumpster will be delivered and offloaded by vendor to ENG1 on 17 Apr 2015 with daily service at 1300 and will be picked up on the last day of service, 01 May 2015 after 1600.

C.64 RENTAL OF GENERATOR REQUIREMENTS:

Requirement is for rental of one generator. One at a minimum of 5 KW/220V with two 100ft extension cords, including fuel and maintenance as required. Vendor is required to monitor and disperse fuel as needed for all generators and must provide uninterrupted power from 0800 to 1800 mission operations. Vendor will provide maintenance and/or replacement if required. One generators will be delivered, offloaded and set-up by vendor at ENG1 on 17 Apr 2015 at 1300. Generator will be picked up on last day of service 01 May 2015 after 1600.

C.65 RENTAL OF SECURITY LIGHTING:

Diesel-powered portable security light towers with a minimum of four lamps to provide 1,000-4,000 watts of light, an adjustable tower height no greater than 30 ft. height, and deployable outriggers with jack stands for stability. Vendor will provide maintenance and/or replacement if required. Vendor will provide fuel and replace as required, fuel replacement schedule will be set up with COR and prime vendor lead. 4 light towers will be delivered and offloaded by vendor to ENG1 on 17 Apr 2015 at 1400, for force protection night time use. Lights will be operated from 6pm to 5am. Lighting will be picked up on last day of service 01 May 2015 after 1600.

C.66 RENTAL OF CANOPIES:

General purpose canopy, size 20 feet by 20 feet without side panels, with hold down option of 4 foot by 4 foot pad, stakes with 12 inch clamps and 8 inch by 8 inch cinder blocks filled with concrete and a 10 inch anchor. One canopy will be delivered, offloaded and set-up by vendor at ENG1 on 17 Apr 2015 by 1300. Canopy will be picked up on last day of service which will be 01 May 2015 after 1600.

C.67 RENTAL OF CHAIRS:

10 stackable metal folding chairs, in good condition and free of rust, will be delivered, offloaded, and set-up by vendor at ENG1 17 Apr 2015 by 1300. Chairs will be picked up on last day of service which will be 01 May 2015 after 1600.

C.68 RENTAL OF TABLES:

Two six foot long folding plastic tables in good condition and free of rust will be delivered, offloaded and set-up by vendor at ENG1 on 17 Apr 2015 at 1400. Tables will be picked up on last day of service 01 May 2015 after 1600.

C.69 RENTAL OF CONEX BOX:

Requirement is for one CONEX box (ISU90 108W x 88L x 91.35H) to store tools and building material overnight.

C.70 BUILDING MATERIALS:

All Building materials are to be delivered on the start date 21 Apr 2015 by 0900 at ENG1. Please see Attachment1, building material tab.

C.71 TRANSPORTATION REQUIREMENTS:

C.72 RENTAL OF 15 PASSENGER VAN/BUS WITH DRIVER AND FUEL:

Require one 15-passenger van/bus with driver and fuel during the hours of 0700 to 1900 daily to shuttle personnel from Fleet Landing to ENG1. Van will be delivered to Fleet Landing on set-up day with sign in windshield as follows: "ENG1"

C.73 RENTAL OF FULL SIZE PICK UP TRUCK WITH DRIVER AND FUEL:

Require a full size pickup truck with driver and fuel during the hours of 0700 to 1900 daily will shuttle personnel and equipment from Fleet Landing to ENG1. Pickup truck will be delivered to Fleet Landing on set-up day with sign in windshield as follows: "ENG1"

C.74 RENTAL OF 20 FOOT TRACTOR TRAILER TRUCK WITH DRIVER AND FUEL:

Require 20 foot tractor-trailer with drivers and fuel on set-up day, day 21 Apr 2015 and breakdown day 01 May 2015. Tractor-trailer with appropriate tie-downs required at HELO landing zone, HELO pad on Navy Base; field located next to port and will be used to load equipment in order to line-haul to and from Domingo Juarros School.

C.75 RENTAL OF FORKLIFT

Rental of a 5,000 lbs. forklift with driver and fuel required for set-up day 17 Apr 2015 and breakdown day 01 May 2015 at Domingo Juarros School to on load/offload 20ft. flatbed tractor-trailer.

C.76 ENGINEERING SITE 2 (ENG2): Septiembre 15 School (22 Apr 2015 – 30 Apr 2015)

Set-up date: 21 Apr 2015

Breakdown Date: 01 May 2015.

C.77 RENTAL OF PORT-A-POTTIE REQUIREMENTS:

The daily service of the port-a-potties will include emptying of the holding tanks, cleaning/wiping down, and sanitizing the units. The daily service will also include the restocking of the port-a-potties with toilet paper and alcohol-based hand sanitizer. Ensure port-a-potties are able to be locked from the inside by user. Daily cleaning service required at 0700, and 1400, one port-a-potties need to be delivered and offloaded by vendor on 19 Apr 2015 to ENG2 at 0900. One port-a-potties will be picked up on the last day of service 01 May 2015 after 1600.

C.78 RENTAL OF TRIPLE SINK WASHING STATION:

Triple sink hand washing station with unheated water required. Hand washing station will include soap, paper towels and hand sanitizer. Water tank must be capable of sustaining one day of service for 100 people each day. Station will be refilled by vendor once a day at 1400; one hand wash station will be delivered and offloaded by vendor to ENG2 on 19 Apr 2015 by 0900. Hand wash station will be picked up on the last day of service which will be 01 May 2015 after 1600.

C.79 RENTAL OF DUMPSTER REQUIREMENTS:

Dumpster requires a minimum storage of 24 cubic feet with lid. One dumpster will be delivered and offloaded by vendor to ENG2 on 19 Apr 2015 by 0900 with daily service at 1300 and will be picked up on the last day of service, 01 May 2015 after 1600.

C.80 RENTAL OF GENERATOR REQUIREMENTS:

Requirement is for rental of one generator at 5 KW/110V with two 100ft extension cords, including fuel and maintenance as required. Vendor is required to monitor and disperse fuel as needed for all generators and must provide uninterrupted power from 0800 to 1800 mission operations. One generator will be delivered, offloaded and set-up by vendor at ENG2 on 19 Apr 2015 at 1300. Generator will be picked up on last day of service 01 May 2015 after 1600.

C.81 RENTAL OF SECURITY LIGHTING:

Diesel-powered portable security light towers with a minimum of four lamps to provide 1,000-4,000 watts of light, an adjustable tower height no greater than 30 ft. height, and deployable outriggers with jack stands for stability. Vendor will provide maintenance and/or replacement if required. Vendor will provide fuel and replace as required, fuel replacement schedule will be set up with COR and prime vendor lead. 4 light towers will be delivered and offloaded by vendor to ENG2 on 19 Apr 2015 at 1400, for force protection night time use. Lights will be operated from 6pm to 5am. Lighting will be picked up on last day of service 01 May 2015 after 1600.

C.82 RENTAL OF CANOPIES:

General purpose canopy, size 20 feet by 20 feet without side panels, with hold down option of 4 foot by 4 foot pad, stakes with 12 inch clamps and 8 inch by 8 inch cinder blocks filled with concrete and a 10 inch anchor. One canopy will be delivered, offloaded and set-up by vendor at Engineering Site 2 on 19 Apr 2015 by 1300. Canopy will be picked up on last day of service which will be 01 May 2015 after 1600.

C.83 RENTAL OF CHAIRS:

10 stackable metal folding chairs, in good condition and free of rust, will be delivered, offloaded, and set-up by vendor at Engineering Site 2 on 19 Apr 2015 by 1300. Chairs will be picked up on last day of service which will be 01 May 2015 after 1600.

C.84 RENTAL OF TABLES:

Two six foot long folding plastic tables in good condition and free of rust will be delivered, offloaded and set-up by vendor at Engineering Site 2 on 19 Apr 2015 at 1400. Tables will be picked up on last day of service 01 May 2015 after 1600.

C.85 RENTAL OF CONEX BOX:

Requirement is for one CONEX box (ISU90 108W x 88L x 91.35H) to store tools and building material overnight.

C.86 BUILDING MATERIALS:

All Building materials are to be delivered on the start date 21 Apr 2015 by 0900 at ENG2. Please see Attachment1, building material tab.

C.87 TRANSPORTATION REQUIREMENTS:

C.88 RENTAL OF 15 PASSENGER VAN/BUS WITH DRIVER AND FUEL:

Require a 15-passenger van/bus with driver and fuel during the hours of 0700 to 1900 daily to shuttle personnel from Fleet Landing to ENG2. Van will be delivered to Fleet Landing on set-up day with sign on windshield as follows: "ENG2"

C.89 RENTAL OF FULL SIZE PICK UP TRUCK WITH DRIVER AND FUEL:

Require one full size pickup truck with driver and fuel during the hours of 0700 to 1900 daily to shuttle personnel and equipment from Fleet Landing to ENG2. Truck will be delivered to Fleet Landing on set-up day with sign on windshield as follows: "ENG2"

C.90 RENTAL OF 20 FOOT TRACTOR TRAILER TRUCK WITH DRIVER AND FUEL:

Require 20 foot tractor-trailer with drivers and fuel on set-up day, day 21 Apr 2015 and breakdown day 01 May 2015. Tractor-trailer with appropriate tie-downs required at HELO landing zone, HELO pad on Navy Base; field located next to port and will be used to load equipment in order to line-haul to and from Septembre 15 School.

C.91 RENTAL OF FORKLIFT

Rental of a 5,000 lbs. forklift with driver and fuel required for set-up day 21 Apr 2015 and breakdown day 01 May 2015 at Septembre 15 School to on load/offload 20ft. flatbed tractor-trailer.

CONTINGENCY SITUATIONS/MISSION OPERATIONS:

Contingency situations (natural disasters, military peacetime and wartime contingency operations/exercises, serious accidents, civil disturbances, major mobilization or repatriation of non-combatants) may necessitate that the ESC be flexible in arranging different levels of support and service operational hours. The ESC shall respond to contingency situations and revise priorities as directed by the COR. Hurricanes and other natural disasters can occur in this location. If the ESC cannot accomplish normal activities due to activation or exercise of any contingency plan, the ESC shall not be held liable for non-support of lower priorities. The COR will determine the lower priorities that can be temporarily relaxed in contingency situations. If appropriate, the ESC shall be reimbursed for contingency

operations requiring a higher level of response and resources. The ESC shall submit a Request for Equitable Adjustment detailing the impact resulting from the incorporation and operation of such contingency actions prior to the beginning of the contingency operations. In the event that operations are curtailed as a result of weather emergencies or other unplanned mission-related events, ESC personnel may be considered non-essential personnel and thus, not required to be at the work Site. They may, however, be required to be on call, to work at a designated evacuation Site, or to be part of a crisis response team at a nearby Site.

METHOD OF PAYMENTS:

Vendors may submit invoices via Wide Area Work Flow (WAWF). For this situation, the words "Prompt Payment Certification" will be replaced by EFT (Electronic Funds Transfer) which is WAWF.

Invoices for goods received or services rendered under this contract shall be submitted electronically through WAWF in the Receipt and Acceptance section of WAWF.

INVOICING INSTRUCTIONS

Invoices will be processed via manual submission.

Submit invoices to:

ATTN: JULIO CAMANA
COMUSNAVSO
BLDG 1878 NS MAYPORT
JACKSONVILLE FL, 32228
TEL: 904-270-4550

DFAS Paying Office DODACC/address:

DODAAC N68732
DFAS Cleveland Center
Vendor Pay
P.O BOX 998022
Cleveland, OH, 44199-6022

PAST PERFORMANCE

**CONTRACTOR PERFORMANCE EVALUATION SURVEY
COVER SHEET**

Request for Proposal Number: [N68836-15-R-0017 GUATEMALA](#).

Submit completed Cover Sheet and Survey via fax or email to:

CONTRACTING DEPARTMENT
Fleet Logistics Center
Attn: CYNTHIA VORACHACK-HOGAN, Contracting Officer
110 Yorktown Avenue, 3rd Floor
Jacksonville, FL 32212-0097
Phone: (904) 542-1255
Fax: (904) 542-1095
e-mail: oulay.vorachackhogan@navy.mil

Name and address of offeror questionnaire is being completed for:

Name, title and phone number of person completing questionnaire:

Name/Title: _____
Phone Number: _____

Provide relevant information:

Name of company: _____
Contract Number: _____
Contract Type: _____
Contract Amount: _____
Contract Period of Performance (including all options) _____
Product/Service Description: _____

Length of time your firm has been involved with this company: _____

RATING SCALE

Please use the following ratings to answer the questions. If you are unable to rate an item because it was not a requirement, never an issue, or you have no knowledge of the item in question, then you should mark "NA".

EVALUATION CRITERIA

Acceptable - The company’s performance was satisfactory and you would consider doing business with them again. There were minor performance problems which were satisfactorily corrected.

Unacceptable - The company’s performance was entirely unsatisfactory and you would not do business with them again under any circumstances. There were serious performance issues with the contractor for which the contractor’s corrective actions were ineffective.

NOTE: For statements indicating “Unacceptable” or “Acceptable”, please provide an explanation in the comments section of the survey.

CONTRACTOR PERFORMANCE EVALUATION SURVEY

Unacceptable Acceptable

A. QUALITY OF PRODUCT OR SERVICE:

- (1) The Contractor provided a product or service that conformed to contract requirements, specifications, and standards of good workmanship.
- (2) The Contractor submitted accurate reports.
- (3) The Contractor utilized personnel that were appropriate to the effort performed.

B. COST CONTROL:

- (1) The Contractor performed the effort within the estimated cost/price.
- (2) The Contractor submitted accurate invoices on a timely basis.
- (3) The Contractor demonstrated cost efficiencies in performing the required effort.
- (4) The actual costs/rates realized closely reflected the negotiated costs/rates.

C. SCHEDULE:

- (1) The tasks required under this effort were performed in a timely manner and in accordance with the period of performance of the contract.
- (2) The Contractor was responsive to technical and/or contractual direction.

D. BUSINESS RELATIONSHIPS:

- (1) The Contractor demonstrated effective management over the effort performed.
- (2) The Contractor maintained an open line of communication so that the Contracting Officer’s Representative (COR) and/or Technical Point of Contact (TPOC) were apprised of technical, cost, and schedule issues.
- (3) The Contractor presented information and correspondence in a clear, concise, and businesslike manner.
- (4) The Contractor promptly notified the COR, TPOC, and/or Contracting Officer in a timely manner regarding urgent issues.

- (5) The Contractor cooperated with the Government in providing flexible, proactive, and effective recommended solutions to critical program issues.
- (6) The Contractor made timely award to, and demonstrated effective management of, its subcontractors.
- (7) The Contractor demonstrated an effective small/small disadvantaged business subcontracting program.

Unacceptable Acceptable

E. CUSTOMER SATISFACTION:

- (1) The products/services provided adequately met the needs of the program.
- (2) The Contractor was able to perform with minimal or no direction from the COR or the TPOC.
- (3) I am satisfied with the performance of the Contractor under this effort.

F. KEY PERSONNEL:

- (1) The labor turnover in key personnel labor categories was minimal and did not adversely affect Contractor performance.
- (2) The Contractor proposed qualified personnel to fulfill the requirements of the contract.

G. OTHER:

(1) Would you award this firm another contract? () Yes () No If you answered "No" provide an explanation. _____

(2) Was the contract terminated for default? () Yes () No

If you answered "Yes", provide an explanation. _____

COMMENTS: (Required for ALL Unacceptable Ratings)

Print Name/Title

Signature

Phone Number

Date

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

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 14-APR-2015 TO 02-MAY-2015	N/A	(N57061) US NAVAL FORCES COMMAND/4TH FLT LS1 QUENTIN KEATON SOUTHERN COMMAND PO BOX 280003- BLDG 1878 NS MAYPORT FL 32228-0003 904-270-4967 FOB: Destination	N57061
0002	POP 14-APR-2015 TO 02-MAY-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N57061

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-7	Anti-Kickback Procedures	MAY 2014
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.209-5	Certification Regarding Responsibility Matters	APR 2010
52.215-5	Facsimile Proposals	OCT 1997
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2014
52.222-54	Employment Eligibility Verification	AUG 2013
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008

52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-8	Liability and Insurance - Leased Motor Vehicles	MAY 1999
52.229-6	Taxes--Foreign Fixed-Price Contracts	FEB 2013
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998
52.252-2	Clauses Incorporated By Reference	FEB 1998
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7998	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements – Representation (DEVIATION 2015-O0010)	FEB 2015
252.203-7999	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (DEVIATION 2015-O0010)	FEB 2015
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2010
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2014
252.209-7992 DEV	252.209-7992 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law	DEC 2014
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7005	Identification Of Expenditures In The United States	JUN 2005
252.225-7008	Restriction on Acquisition of Specialty Metals	MAR 2013
252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States	MAY 2014
252.225-7985 (Dev)	Contractor Personnel Performing in Support of Operation United Assistance (OUA) in the United States Africa Command (USAFRICOM) Theater of Operations (DEVIATION 2015-O0003)	DEC 2014
252.225-7987 (Dev)	Requirements For Contractor Personnel Performing in USSOUTHCOM Area of Responsibility	OCT 2014
252.229-7001	Tax Relief	SEP 2014
252.232-7006	Wide Area WorkFlow Payment Instructions	MAY 2013
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.247-7000	Hardship Conditions	AUG 2000

CLAUSES INCORPORATED BY FULL TEXT

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

(1) When no longer needed for contract performance.

(2) Upon completion of the Contractor employee's employment.

(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

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

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

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

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

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

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

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

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

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

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

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

(i) Past performance reviews required by subpart 42.15;

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

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

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

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

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

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

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

(End of clause)

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (FEB 2012) (TAILORED)

The Contractor shall furnish Request for Proposal Submission Package. Email and/or facsimile submissions are acceptable.

Therefore, each offeror's initial proposal should contain their best terms from a technical and price standpoint.

The Government reserves the right to conduct discussions if it's later determined to be necessary.

At the time of the solicitation closing date, offerors shall electronically submit the information specified in paragraphs (1) through (3) below to all of the following personnel: Ms. Alise Taylor-Sindab at alise.sindab@navy.mil, LT Blake Harpel at blake.harpel@navy.mil, Mrs. Cynthia Vorachack-Hogan at oulay.vorachackhogan@navy.mil and Mr. William Jordan at william.r.jordan1@navy.mil

(1) Part I – Past Performance - Offerors are required to provide information on at least two (2), but not more than four (4), of the firm's most recently completed service contracts (either Governmental or commercial) that are currently active (or were active within the past three years) for the same or similar types of services as those detailed in the Statement of Work (SOW).

Offerors may submit performance data regarding current contract performance as long as a minimum of one (1) year of performance has been completed as of the closing date of this RFP.

The offeror has both the duty and the discretion to determine which of its prior services contracts are most relevant to the requirements described in this solicitation. The offeror may also submit relevant service contracts performed by subcontractors that will perform under this contract, but under no circumstances may an offeror submit more than four (4) contracts for review, regardless of whether the contracts were performed by the offeror, subcontractor(s), or any combination thereof. If subcontractor contracts are submitted, the offeror must also clearly indicate the percentage of work that the subcontractor(s) will perform in the course of the contract. Any submission(s) in excess of this stated limit will be excluded by the Government. The Government will choose the excluded contract(s) at random, or in any manner that the Government, in its absolute discretion, deems appropriate, without any consideration for the best interests of the offeror.

Offerors should provide an explanation describing the nature of the services contracts submitted, specifically, whether they are regional contracts, or single or multiple services contracts for one country for one timeframe. The information shall be submitted in a brief narrative (one page per contract) and in accordance with **Past Performance Questionnaire pgs. 18-20**. The Past Performance Questionnaire completed and response information thoroughly completed in order for the Government to contact. The references will then forward the completed questionnaires to all of the following personnel: Ms. Alise Taylor-Sindab at alise.taylor-sindab@navy.mil, Mrs. Cynthia Vorachack-Hogan at oulay.vorachackhogan@navy.mil, William Jordan at william.r.jordan1@navy.mil and LT Blake Harpel at blake.harpel@navy.mil.

If the offeror possesses no relevant past performance, it should affirmatively state this fact in its proposal. Failure to submit the completed narratives and Past Performance Reference Sheet Questionnaires shall be considered certification (by signature on the proposal) that the offeror has no past performance for like or similar items for the Government to evaluate.

(2) Part II – Written Technical Proposal - The offeror's proposal shall consist of a written submission to the Government containing a Program Management Plan, a Quality Assurance Plan, and a Security Plan. The technical proposal should not exceed 7 pages. These documents shall include each of the following items addressed in the order as they are listed below:

EVALUATION FACTORS:

1. A description of your organization's ability to manage and organize multiple requirements.
2. A description of your ability or flexibility to respond to changing schedules if necessary.
3. A description of your ability to obtain, acquire and deliver the equipment, material and supplies set forth in the Statement of Work (SOW).
4. A description of your ability to manage the invoicing and payment process.

(3) Part III - Price Proposal – The offeror shall provide prices on each CLIN as shown on the SF1449 and fill in the detail price table. The prices must be in **US Dollars**. The pricing will be used for “evaluation” for selecting the offerors with the Lowest Price Technically Acceptable (LPTA).

Instructions to Offerors: The items to be procured are set forth in the SF1449 Bid Schedule and supplemented by the Excel spreadsheet (Breakdown of Supplies/Equipment) – **Attachment**. Offerors shall input unit price only (YELLOW column), the extended total amounts will automatically populate to the offeror's overall total price accordingly. The offeror shall insert the total price for each CLIN (Item Numbers 0001- through 0002) amount on the SF1449, Section B – Schedule of Supplies/Services Unit Price and insert the total amount of proposal in Section C, Page 4.

The prices in the pricing schedule will include mobilization, demobilization, shipping and any other cost the contractor will incur. These items shall not be separately priced.

All items covered under contract may be performed during the performance period of the contract. Offerors are required to provide prices for each CLIN.

Additional Information. Each offeror shall also complete and submit the following documentation, which must be submitted by the date and time specified for receipt of offers: **11:00 am ET (Eastern Time), Friday, 20 March 2015.**

This RFP does not authorize alternate proposals with respect to specific terms or conditions of this RFP, any objection to any of the terms and conditions of this RFP will make the offer unacceptable and not considered for award on initial offers.

The completion and submission to the Government of the above items will constitute an offer (proposal) and will indicate the offeror's unconditional assent to the terms and conditions in this RFP and in any attachments hereto.

PROPOSAL FORMAT:

The offeror is required to submit one electronic copy of its proposal and sent by e-mail to both of the following personnel: Ms. Alise Taylor-Sindab at alise.taylor-sindab@navy.mil, Mrs. Cynthia Vorachack-Hogan at oulay.vorachackhogan@navy.mil, William Jordan at william.r.jordan1@navy.mil and LT Blake Harpel at blake.harpel@navy.mil.

The proposal must be in .pdf format except the pricing spreadsheet must be in EXCEL format.

The proposal and other information must be provided in accordance with the following table of contents and limitations:

The package shall include the following:

Tab 1. Contract Information

The offeror shall submit the following pages:

1. Signed 1449: pages 1-4
2. FAR Clause 52.209-5, pages 23-24.
3. FAR Clause 52.212-3, pages 33-47
4. DFAR Clause 252.247-7022, pages 60-61.

Tab 2. Past Performance

Past Performance Data Information Sheet and Questionnaire (pgs.18-20).

Tab 3. Technical Proposal: (Technical Proposals shall not exceed 7 pages)

Technical Capabilities/Approach

Tab 4. Cost Factor – Price Proposal

Bid Schedule – Excel spreadsheet must be submitted in EXCEL format.

The page size is 8.5x 11 double spaced. The font for text shall be 12 point or larger and at least one inch margins all the way around. Text smaller than 12 point may only be used in charts and tables. The page limits specified by the solicitation are inclusive of appendix, tables, diagrams, matrices, title pages, page separators, etc. Pages exceeding assigned limits will not be considered for evaluation.

(End of provision)

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

BASIS OF AWARD: LOWEST PRICED TECHNICAL ACCEPTABLE OFFEROR

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

1. An offer must be acceptable, taking no exception to the terms and conditions, in order for the offeror to be eligible for award.
2. The following evaluation factors shall be used:

PAST PERFORMANCE

Factor 1 - Past performance – Acceptable/Unacceptable

Past Performance is very important, but not more than Price. Unacceptable offerors on Past Performance will not move forward to be evaluated on technical or price.

PAST PERFORMANCE (Past Performance questionnaires do not count against the page count of the Technical Proposal)

TECHNICAL FACTORS

Factor 2 – Technical Capabilities and Approach - Acceptable/Unacceptable

COST/PRICE FACTOR:

Factor 3 – Price: Only offerors that have been evaluated “acceptable” in Factor 1 and Factor 2 will be able to move forward in order to be evaluated on price.

3. In order to select the awardees, the Government will compare the past performance and price of each technically acceptable offeror.

4. The Government intends to award a Firm Fix Price (FFP) contract to the offerors whose proposal presents the Lowest Price Technically Acceptable (LPTA) offer based on the prices offered in their Price Proposal.

5. The following factors shall be used to evaluate acceptable offers:

5.1 Past Performance

(a) During the source selection process, the government will assess the relative risks associated with each offeror and proposal. It is important to note the distinction between proposal risk and performance risk.

(1) Proposal risks are those associated with an offeror’s proposed approach in meeting the government’s requirements. Proposal risk is assessed by the proposal evaluators and is integrated into the rating of each specific evaluation factor and subfactor under the technical and price factors.

(2) Performance risks are those associated with an offeror’s likelihood of success in performing the solicitation’s requirements as indicated by that offeror’s record of past performance.

(b) The government will conduct a performance risk assessment based upon the quality of the offeror’s past performance as well as that of its proposed subcontractors, as it relates to the probability of successful accomplishment of the required effort. When assessing performance risk, the government will focus its inquiry on the past performance of the offeror and its proposed subcontracts as it relates to all solicitation requirements, such as price, schedule, and performance, including the contractor’s record of conforming to specifications and to standards of good workmanship; the contractor’s adherence to contract schedules, including the administrative aspects of performance; the contractor’s history for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the contractor’s business-like concern for the interests of its customers.

(c) A significant achievement, problem, or lack of relevant data in any element of the work can become an important consideration in the source selection process. A negative finding under any element may result in an overall high performance risk assessment. Therefore, offerors are reminded to include all relevant past efforts, including demonstrated corrective actions, in their proposal. The lack of a performance record will result in a neutral performance risk assessment.

(d) Offerors are cautioned that in conducting the performance risk assessment, the government may use data provided by the offeror in its proposal and data obtained from other sources including CPARS. Since the government may not necessarily interview all of the sources provided by the offerors, it is incumbent upon the offeror to explain the relevance of the data provided. Offerors are reminded that while the government may elect to consider data obtained from other sources, the burden of providing thorough and complete past performance information rests with the offerors.

(e) There are two aspects to the past performance evaluation. The first is to evaluate the offeror’s past performance to determine how relevant a recent effort accomplished by the offeror is to the effort to be acquired through the

source selection (in accordance with ADDENDUM TO FAR 52.212-1, INSTRUCTION TO OFFERORS-COMMERCIAL ITEMS (OCT 2000)).

There are two levels of relevancy as shown below:

Rating	Description
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

The second aspect of the past performance evaluation is to determine how well the contractor performed on the contracts. The past performance evaluation performed in support of a current source selection does not establish, create, or change the existing record and history of the offeror’s past performance on past contracts; rather, the past performance evaluation process gathers information from customers on how well the offeror performed those past contracts.

The Past Performance Evaluation Team will review this past performance information and determine the quality and usefulness as it applies to performance confidence assessment. In conducting a performance confidence assessment, each offeror shall be assigned one of the ratings in the table below.

Acceptable	Past Performance: The offeror’s performance of previously awarded relevant contract(s) met or exceeded contractual requirements. Performance over completed contracts was consistently of adequate or better quality or exhibited a trend of becoming so. The offeror’s past performance record leads to an expectation of successful performance.
Unacceptable	Past Performance: The offeror’s performance of previously awarded relevant contract(s) did not meet most contractual requirements and recovery did not occur with the period of performance. The assessed prior performance reflected serious problem(s) for which the offeror either failed to identify or implement corrective actions or for which corrective actions, implemented, or proposed to be implemented, were, or are expected to be, mostly ineffective. Performance over completed contracts was consistently of poor quality or exhibited a trend of becoming so. The offeror’s past performance record leads to a strong expectation that successful performance will not be achieved or that it can occur only with greatly increased levels of Government management and oversight.

In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance. Therefore, the offeror shall be determined to have unknown past performance. For evaluation purposes, “unknown” shall be considered “acceptable.”

5.2 Technical Approach

The Government will evaluate the offeror’s Technical Approach on an acceptable/unacceptable basis. This determination will be made by reviewing and considering the information provided by the offeror in accordance with the solicitation clause entitled INSTRUCTIONS TO OFFERORS, 52.212-1.

In order to be considered ACCEPTABLE, offerors must address each of the numbered evaluation factors set forth in the Written Technical Proposal section of the INSTRUCTIONS TO OFFERORS 52.212-1(A)(1) in sufficient detail to enable the Government to reasonably determine that the offeror meets each of the bulleted requirements AND possesses the requisite ability to perform the contract.

However, offerors that simply reiterate the requirements and state that they possess the capability to perform them will be considered Unacceptable. The offeror must provide and/or explain the ability to obtain the necessary insurance, licenses and/or permits in connection with the work in specific company that work is to be performed. Additionally, the offeror must provide letters of commitment from any proposed subcontractor and/or supplier in connection with this requirement.

The offeror’s proposal will be evaluated against these requirements to determine whether the proposal is acceptable or unacceptable, using the ratings and descriptions outlined here:

Acceptable	Technical Capabilities/Approach: The company has demonstrated an understanding of the services described in the RFP. The company’s level of understanding of the work to be performed is thorough and comprehensive. Probability of successful contract performance is good.
Unacceptable	Technical Capabilities/Approach: The technical proposal has failed to demonstrate a satisfactory level of understanding of the requirement or capability in one or more areas of the technical proposal. The company lacks a basic understanding of work to be performed under the contract. This low level of understanding or capability would cause significant concern that there would be a high risk associated with the company’s performance.

5.3 Price

The Government will evaluate the price of each offeror as follows:

a. The government intends to award a FFP contract with service beginning **14 April through 02 May 2015**. Therefore proposals must include all costs for service on all CLINS to be considered for award.

b. Total Evaluated Price: The total price will be used to determine the “Lowest Price Technically Acceptable (LPTA)” offerors.

- 1) Ensure that unit prices, extension of each CLIN and total prices are correct.
- 2) A price reasonableness determination will be made on each CLIN.

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

(End of provision)

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

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

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

"Forced or indentured child labor" means all work or service-

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

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

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

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

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

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

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

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

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

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

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

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

(8) FSC 9610, Ores;

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

(10) FSC 9630, Additive Metal Materials.

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

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

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

Sensitive technology--

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

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

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

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

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--
 - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
 - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned--

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

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

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

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

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

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or
- (2) Whose management and daily business operations are controlled by one or more women.

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

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

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by

submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____ .

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

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

(1) Small business concern. The offeror represents as part of its offer that it (____) is, (____) is not a small business concern.

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

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

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

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

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

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

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

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

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

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

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

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

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

—

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

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

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

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

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

(ii) It (___) has, (___) has not, filed all required compliance reports.

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

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

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

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

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

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

(2) Foreign End Products:

Line Item No.	Country of Origin
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(List as necessary)

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

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

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

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

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

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

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

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

Canadian End Products:

Line Item No.

—

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) *Listed end products.*

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

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

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

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

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

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

(2) () Outside the United States.

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

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

(2) () Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

(____) TIN: -----.

(____) TIN has been applied for.

(___) TIN is not required because:

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

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

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

(4) Type of organization.

(___) Sole proprietorship;

(___) Partnership;

(___) Corporate entity (not tax-exempt);

(___) Corporate entity (tax-exempt);

(___) Government entity (Federal, State, or local);

(___) Foreign government;

(___) International organization per 26 CFR 1.6049-4;

(___) Other -----.

(5) Common parent.

(___) Offeror is not owned or controlled by a common parent;

(___) Name and TIN of common parent:

Name - ___ .

TIN - ___ .

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

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

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code:

Immediate owner legal name:

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

Is the immediate owner owned or controlled by another entity:

[] Yes or [] No.

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

Highest-level owner CAGE code:

Highest-level owner legal name:

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

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (DEC 2014)

(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 (DEC 2014)

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

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

(2) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

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

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

(4) 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.)

 X (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).

 X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (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.)

 X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (July 2013) (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. (Aug, 2013) (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 2014) (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 2014) 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).

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

___ (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

___ (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

___ (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(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 (July 2014) (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) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 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.)

___ (34)(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.)

___ (35) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014)+(E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-13.

___ (36)(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.

___ (37) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (38)(i) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).

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

(39) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

(40) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

(41) (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.

(42) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(43) 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).

(44) 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).

(45) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

(46) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(47) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(48) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(49) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

(50) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

(51) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(52) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(53)(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) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

_____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (3) 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).

_____ (4) 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).

_____ (5) 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).

_____ (6) 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).

_____ (7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

_____ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

_____ (9) 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 (APR 2010) (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 \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (iii) 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) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (v) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).
- (vi) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (vii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
- (viii) 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.
- (ix) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
- (x) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
- _____Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (xi) 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.)
- (xii) 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)
- (xiii) 52.222-54, Employment Eligibility Verification (Aug 2013).
- (xiv) 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).
- (xv) 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.
- (xvi) 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)

The Government contemplates award of a **Firm Fixed Price (FFP)** contract resulting from this solicitation.

(End of provision)

52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014)

(a) The Contractor shall--

(1) Before commencing performance under this contract, establish provisions to provide for the payment of disability compensation and medical benefits to covered employees and death benefits to their eligible survivors, by purchasing workers' compensation insurance or qualifying as a self-insurer under the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 932) as extended by the Defense Base Act (42 U.S.C. 1651, et seq.), and continue to maintain provisions to provide such Defense Base Act benefits until contract performance is completed;

(2) Within ten days of an employee's injury or death or from the date the Contractor has knowledge of the injury or death, submit Form LS-202 (Employee's First Report of Injury or Occupational Illness) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 930(a), 20 CFR 702.201 to 702.203);

(3) Pay all compensation due for disability or death within the time frames required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914, 20 CFR 702.231 and 703.232);

(4) Provide for medical care as required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 907, 20 CFR 702.402 and 702.419);

(5) If controverting the right to compensation, submit Form LS-207 (Notice of Controversion of Right to Compensation) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(d), 20 CFR 702.251);

(6) Immediately upon making the first payment of compensation in any case, submit Form LS-206 (Payment Of Compensation Without Award) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(c), 20 CFR 702.234);

(7) When payments are suspended or when making the final payment, submit Form LS-208 (Notice of Final Payment or Suspension of Compensation Payments) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(c) and (g), 20 CFR 702.234 and 702.235); and

(8) Adhere to all other provisions of the Longshore and Harbor Workers' Compensation Act as extended by the Defense Base Act, and Department of Labor regulations at 20 CFR Parts 701 to 704.

(b) For additional information on the Longshore and Harbor Workers' Compensation Act requirements see <http://www.dol.gov/owcp/dlhwc/lbdba.htm>.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts to which the Defense Base Act applies.

(End of clause)

52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.225-7041 CORRESPONDENCE IN ENGLISH (JUNE 1997)

The Contractor shall ensure that all contract correspondence that is addressed to the United States Government is submitted in English or with an English translation.

(End of clause)

252.225-7042 AUTHORIZATION TO PERFORM (APR 2003)

The offeror represents that it has been duly authorized to operate and to do business in the country or countries in which the contract is to be performed.

(End of provision)

252.232-7008 ASSIGNMENT OF CLAIMS (OVERSEAS) (JUNE 1997)

(a) No claims for monies due, or to become due, shall be assigned by the Contractor unless—

- (1) Approved in writing by the Contracting Officer;
- (2) Made in accordance with the laws and regulations of the United States of America; and
- (3) Permitted by the laws and regulations of the Contractor's country.

(b) In no event shall copies of this contract of any plans, specifications, or other similar documents relating to work under this contract, if marked "Top Secret," "Secret," or "Confidential" be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive such documents. However, a copy of any part or all of this contract so marked may be furnished, or any information contained herein may be disclosed, to such assignee upon the Contracting Officer's prior written authorization.

(c) Any assignment under this contract shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. On each invoice or voucher submitted for payment under this contract to which any assignment applies, and for which direct payment thereof is to be made to an assignee, the Contractor shall—

- (1) Identify the assignee by name and complete address; and
- (2) Acknowledge the validity of the assignment and the right of the named assignee to receive payment in the amount invoiced or vouchered.

(End of clause)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

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

(b) Representation. The Offeror represents that it:

___ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

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

(End of provision)

LANGUAGE AND CURRENCY OF OFFERS (JUNE 2003)

Offers shall be submitted in the English language and in U.S. dollars.

(End of Provision)

5252.243-9400 Authorized Changes Only By The Contracting Officer (Jan 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Name: Cynthia Vorachack-Hogan
Address: Contracting Department
NAVSUP Fleet Logistics Center Jacksonville (FLC)
Bldg. 110 Yorktown
PO Box 97
Jacksonville, FL 32212-0097
Telephone: 904-542-1255 DSN: 942-1255
Fax: 904-542-1095
E-mail: oulay.vorachackhogan@navy.mil

APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE

The Contracting Officer hereby designates the following individual as Contracting Officer's Representative (COR) for this contract:

(To be filled in at time of award)

Name:

Mailing Address:

Telephone:

E-Mail:

(End of Clause)

USER GUIDE

The Synchronized Predeployment and Operational Tracker (SPOT) Plus
CENTCOM Quarterly Census User Guide.

Contact the SPOT-ES Help Desk via phone: Commercial 703-578-5407 or DSN
312-698-5407, email: dodhra.beau-alex.dmdc.mbx.spot-helpdesk@mail.mil or web chat:
<https://connect.dco.dod.mil/spothelpdesk> to request assistance.

NMCARS 5237.102(90)

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the [named component] via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

FREEDOM OF INFORMATION ACT (FOIA)

UNIT PRICES

Contractor unit prices, when incorporated into a Government contract, will be released under the Freedom of Information Act (FOIA) without further notice to the contractor submitter. If the Contractor takes issue with the release, it should submit its proposal data with the appropriate legends and explain in detail why such data cannot be released as a public record under the Freedom of Information Act.

Steven W. Palmer
Steven.w.palmer@navy.mil
904-542-1621