

<b>REQUEST FOR QUOTATIONS</b> <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			PAGE 1 OF 30 PAGES	
1. REQUEST NO. N68836-15-T-0079	2. DATE ISSUED 19-Feb-2015	3. REQUISITION/PURCHASE REQUEST NO. N68836FFVBELIZE	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING		
5a. ISSUED BY NAVSUP FLC JACKSONVILLE CONTRACTS DIVISION ALISE TAYLOR-SINDAB BLDG 110 3RD FLOOR NAS JACKSONVILLE FL 32212-0097			6. DELIVER BY (Date) <b>SEE SCHEDULE</b>			
5b. FOR INFORMATION CALL: (Name and Telephone no.)(No collect calls) ALISE TAYLOR-SINDAB 904-542-1265			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)			
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE			9. DESTINATION (Consignee and address, including ZIP Code) <b>SEE SCHEDULE</b>			
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: (Date) 06-Mar-2015						
<b>IMPORTANT:</b> This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.						
11. SCHEDULE (Include applicable Federal, State, and local taxes)						
ITEM NO. (a)	SUPPLIES/ SERVICES (b)		QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
<b>SEE SCHEDULE</b>						
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS No. %	
<b>NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.</b>						
13. NAME AND ADDRESS OF QUOTER (Street, City, County, State, and ZIP Code)			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
			16. NAME AND TITLE OF SIGNER (Type or print)		TELEPHONE NO. (Include area code)	

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	CP-15 FF&V BELIZE FFP Providing fresh fruit and vegetables for Continuing Promise (SP)-2015 mission on the USNS Comfort on 17 April 2015 (+/- 24 hours) in Old Belize City, Belize. FOB: Destination MILSTRIP: N68836FFVBLIZE PURCHASE REQUEST NUMBER: N68836FFVBELIZE	1	Lot		

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	CP-15 FF&V BELIZE BARGE TRANSPORTATION FFP Providing barge transportation for delivery of fresh fruit and vegetables for CP--2015 to anchored USNS Comfort on 17 April 2015 (+/- 24 hours) in Old Belize City, Belize. FOB: Destination	1	Lot		

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Section C - Descriptions and Specifications

INFO

**Submit the following information:**

**GRAND TOTAL of CLINS: \$** \_\_\_\_\_

**CAGE CODE:** \_\_\_\_\_

**DUNS:** \_\_\_\_\_

**Additional Information for N68836-14-T-0079**

FSC: 8915  
NAICS: 424480

Solicitation N68836-15-T-0079 is to obtain provisions in support for USNS Comfort during Continuing Promise (CP) 2015 mission on 17 April 2015 (+/- 24 Hrs.) in Old Belize City, Belize.

**NOTE:** When requesting a copy of this solicitation if you are a **new** vendor please provide your company's Capability Statement, 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	<a href="mailto:Alise.taylor-sindab@navy.mil">Alise.taylor-sindab@navy.mil</a>
LCDR Doug Murphy, Contract Specialist	904-542-1076	<a href="mailto:Douglas.r.murphy@navy.mil">Douglas.r.murphy@navy.mil</a>
LT Blake Harpel, Contract Specialist	904-542-6449	<a href="mailto:blake.harpel@navy.mil">blake.harpel@navy.mil</a>
Cynthia Vorachack-Hogan, Contracting Officer	904-542-1255	<a href="mailto:oulay.vorachackhogan@navy.mil">oulay.vorachackhogan@navy.mil</a>
Bill Jordan, Contract Specialist	904-542-4838	<a href="mailto:william.r.jordan1@navy.mil">william.r.jordan1@navy.mil</a>

**CLOSING DATE FOR QUESTIONS:** The closing date for receipt of all questions and/or clarifications is **11:00 a.m. ET (Eastern Time) on Thursday, 26 FEB 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 FRI, 6 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:**

1. Pages 1-3 signed of SF18.
2. Pages 24 & 25, FAR Clause 52.209-5 & DFAR Clause 252.247-7022 completed of SF 18.
3. Bid Schedule in EXCEL format

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

[alise.taylor-sindab@navy.mil](mailto:alise.taylor-sindab@navy.mil)  
[douglas.r.murphy@navy.mil](mailto:douglas.r.murphy@navy.mil)  
[blake.harpel@navy.mil](mailto:blake.harpel@navy.mil)  
[oulay.vorachackhogan@navy.mil](mailto:oulay.vorachackhogan@navy.mil)  
[william.r.jordan1@navy.mil](mailto:william.r.jordan1@navy.mil)

SOW

**STATEMENT OF WORK  
for  
USNS COMFORT  
Support for SOUTHCOM Mission**

As of 15 FEB 2015

**C.1 DEFINITIONS AND/OR ACRONYMS:**

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

COR - Contracting Officer Representative

NTR – Contracting Technical Representative

ESC- The Expeditionary Service Contractor

PN – Partner Nation

SC- Service Contractor

**C.2 OBJECTIVE:**

The primary objective of this contract is to obtain provisions Support for USNS COMFORT during SOUTHCOM mission from April 2015 (+/-24 hrs.), and September 2015 (+/-24 hrs.).

**C.3 SCOPE:**

USNS COMFORT will require provisions replenishment during local operations in the SOUTHCOM AOR during the timeframe of 17 April 2015 (+/-24 hrs.).

**C.3.1. GENERAL REQUIREMENTS**

All products must be from an approved source, and listed on the army Vets list of approved sources (<http://vets.amedd.army.mil/86257B8D004A4B6C/PHC>) excluding FFV. Fresh fruits, vegetables, milk, bread and dairy products must be delivered from origin to the ship at anchorage by barge. Provisions must be delivered to the pier in a refrigerated container and maintain a temperature range of 32 to 41degrees Fahrenheit at all times. Provisions are to remain in refrigerated container until the material is ready to be craned on to the barge. Vendor is to provide material handling equipment to offload provisions from the refrigerated container to the barge for further transfer to the ship at anchorage. Vendor is assist in loading from the barge to the ship via ship crane. All material must be on wood hard winged pallets, all winged pallets will be returned to vendor. Delivery time will be set when the ship has an arrival time. Arrival location will be provided once determined by the ship, but not to exceed 12 nautical miles from the port. All receipts for provisions will have clear and readable prices annotated on the receipt.

**C.3.1.A.PROVISIONS REQUIREMENTS**

Products need to sustain the mission of the ship.

**FFV provisions requirements:**

<b><u>ITEM</u></b>	<b><u>DESCRIPTION OF PROVISION</u></b>	<b><u>QTY</u></b>	<b><u>U/I</u></b>
	<b><u>FOOD ORDER</u></b>		
<b><u>001</u></b>	<b><u>CHEESE, COTTAGE, CHL, CREAMED, LARGE OR SMALL CURD, 5 LB CO, 4/CASE</u></b>	<b><u>20</u></b>	<b><u>CS</u></b>
<b><u>002</u></b>	<b><u>SOUR CREAM, CHL, CULTURED OR ACIDIFIED, MIN 18% MILK FAT, 5 LB CO, 4 PER CS</u></b>	<b><u>6</u></b>	<b><u>CS</u></b>
<b><u>003</u></b>	<b><u>MILK, NONFAT, CHOC, CHL, 5 GAL WAX CO</u></b>	<b><u>30</u></b>	<b><u>CO</u></b>
<b><u>004</u></b>	<b><u>MILK, LOW FAT, CHL, 1% MILK FAT, 5 GAL BIB</u></b>	<b><u>50</u></b>	<b><u>CO</u></b>
<b><u>005</u></b>	<b><u>YOGURT, LOW FAT, BLUEBERRY, CHL, 6 OZ CO, 12/CS</u></b>	<b><u>30</u></b>	<b><u>CS</u></b>
<b><u>006</u></b>	<b><u>YOGURT, LOW FAT, STRAWBERRY BANANA, CHL, BLENDED, 6 OZ CO, 12/CASE</u></b>	<b><u>30</u></b>	<b><u>CS</u></b>
<b><u>007</u></b>	<b><u>YOGURT, LOW FAT, PEACH, CHL, 6 OZ CO, 12/CS</u></b>	<b><u>30</u></b>	<b><u>CS</u></b>
<b><u>008</u></b>	<b><u>YOGURT, LOW FAT, RASPBERRY, CHL, BLENDED, 6 OZ CO, 12/CASE</u></b>	<b><u>30</u></b>	<b><u>CS</u></b>
<b><u>009</u></b>	<b><u>APPLES, GRANNY SMITH, FRESH, 88 CT, 1/40 LB CS</u></b>	<b><u>240</u></b>	<b><u>LB</u></b>
<b><u>010</u></b>	<b><u>APPLES, FRESH, RED, MIN USF, 100 CT, 1/40 LB CS</u></b>	<b><u>400</u></b>	<b><u>LB</u></b>
<b><u>011</u></b>	<b><u>BROCCOLI CROWNS, CHL, US#1, 1/20 LB CS</u></b>	<b><u>240</u></b>	<b><u>LB</u></b>
<b><u>012</u></b>	<b><u>BANANAS, FRESH, YELLOW, #3-4, 1/40 LB CASE</u></b>	<b><u>400</u></b>	<b><u>LB</u></b>
<b><u>013</u></b>	<b><u>CABBAGE, FRESH, GREEN, US#1, 1/50 LB CS</u></b>	<b><u>300</u></b>	<b><u>LB</u></b>
<b><u>014</u></b>	<b><u>CABBAGE, FRESH, RED, US#1, 1/50 LB CS</u></b>	<b><u>300</u></b>	<b><u>LB</u></b>
<b><u>015</u></b>	<b><u>CANTALOUPE, FRESH, US#1, 12 CT, 1/35 LB CS</u></b>	<b><u>210</u></b>	<b><u>LB</u></b>
<b><u>016</u></b>	<b><u>CARROTS, FRESH, 10/5 LB CELLO PG</u></b>	<b><u>200</u></b>	<b><u>LB</u></b>
<b><u>017</u></b>	<b><u>CAULIFLOWER, FRESH, US#1, IW, 12 CT, 1/18 LB CS</u></b>	<b><u>180</u></b>	<b><u>LB</u></b>

<u>018</u>	<u>CELERY, FRESH, PASCAL, 24-36 CT, BULK, 1/50 LB CS</u>	<u>300</u>	<u>LB</u>
<u>019</u>	<u>CARROTS, CHL, BABY, WHL, PEELED, 15/2 LB PG</u>	<u>180</u>	<u>LB</u>
<u>020</u>	<u>CUCUMBERS, FRESH, SUPER SEL, US#1, 1/50 LB CS</u>	<u>300</u>	<u>LB</u>
<u>021</u>	<u>GRAPEFRUIT, FRESH, PINK/RED, 32 CT, 1/40 LB CS</u>	<u>80</u>	<u>LB</u>
<u>022</u>	<u>GREENS, KALE, FRESH, US#1, 24 CT, 1/15 LB CS</u>	<u>420</u>	<u>LB</u>
<u>023</u>	<u>GRAPES, FRESH, RED, SDLS, LG/XLG, 1/18 LB CS</u>	<u>216</u>	<u>LB</u>
<u>024</u>	<u>GRAPES, FRESH, WHITE, SDLS, US#1 TABLE, 1/18 LB CS</u>	<u>216</u>	<u>LB</u>
<u>025</u>	<u>HONEYDEW MELON, FRESH, US#1, 6 CT, 1/25 LB CS</u>	<u>150</u>	<u>LB</u>
<u>026</u>	<u>KIWIFRUIT, FRESH, 27-30 CT, SINGLE FLAT, 1/7 LB CS</u>	<u>140</u>	<u>LB</u>
<u>027</u>	<u>LEMONS, FRESH, US#1, 140 CT, 1/35 LB CS</u>	<u>70</u>	<u>LB</u>
<u>028</u>	<u>LETTUCE, FRESH, ICEBERG, US#1, IW, 1/40 LB CS</u>	<u>1200</u>	<u>LB</u>
<u>029</u>	<u>MUSHROOMS, FRESH, MED, 1/10 LB CS</u>	<u>80</u>	<u>LB</u>
<u>030</u>	<u>MANGOES, FRESH, 10 CT, 1/10 LB CS</u>	<u>200</u>	<u>LB</u>
<u>031</u>	<u>ONIONS, YELLOW, DRY JUMBO, 3 IN. MIN RD, 1/50 LB CS</u>	<u>300</u>	<u>LB</u>
<u>032</u>	<u>ONIONS, RED, DRY, US#1, 1/25 LB CS</u>	<u>150</u>	<u>LB</u>
<u>033</u>	<u>ONIONS, GREEN, FRESH, US#1, 48 CT, 1/10 LB CS</u>	<u>20</u>	<u>LB</u>
<u>034</u>	<u>ORANGES, FRESH, NAVEL OR VALENCIA, US#1, 56-72 CT, 1/35 LB CASE</u>	<u>210</u>	<u>LB</u>
<u>035</u>	<u>PAPAYA, FRESH, HAWAII #1, 8-13 CT, 1/10 LB CS</u>	<u>200</u>	<u>LB</u>
<u>036</u>	<u>PEARS, FRESH, BART/ANJOU, 90-110 CT, 1/44 LB CS</u>	<u>264</u>	<u>LB</u>
<u>037</u>	<u>PEPPERS, SWT, FRESH, GREEN, 3 IN. RD, 1/25 LB CS</u>	<u>150</u>	<u>LB</u>
<u>038</u>	<u>PEPPERS, SWT, FRESH, RED, BELL, 1/15 LB CS</u>	<u>90</u>	<u>LB</u>

<u>039</u>	<u>PINEAPPLE, FRESH, GOLD, 5-7 CT, 1/20 LB CS</u>	<u>120</u>	<u>LB</u>
<u>040</u>	<u>POTATOES, SWT, FRESH, US#1, 1/40 LB CS</u>	<u>80</u>	<u>LB</u>
<u>041</u>	<u>POTATOES, RED, FRESH, BLISS, US#1, 1/50 LB CS</u>	<u>100</u>	<u>LB</u>
<u>042</u>	<u>POTATOES, BAKING, FRESH, 60 CT, 1/50 LB CS</u>	<u>500</u>	<u>LB</u>
<u>043</u>	<u>RADISHES, FRESH, RED, TOPPED, US#1, 30/6 OZ PG</u>	<u>66</u>	<u>LB</u>
<u>044</u>	<u>LETTUCE, FRESH, ROMAINE, US#1, 1/30 LB CS</u>	<u>900</u>	<u>LB</u>
<u>045</u>	<u>SPINACH, FRESH, BABY, STEMLESS, 1/10 LB CS</u>	<u>80</u>	<u>LB</u>
<u>046</u>	<u>TANGERINES, FRESH, 100 TO 120 SIZE, US#1, 1/35 LB CS</u>	<u>150</u>	<u>LB</u>
<u>047</u>	<u>STRAWBERRIES, FRESH, US#1, CLAMSHELL CO, 8/1 LB CO</u>	<u>160</u>	<u>LB</u>
<u>048</u>	<u>TOMATOES, FRESH, 5X6, US#1, 1/25 LB CS</u>	<u>250</u>	<u>LB</u>
<u>049</u>	<u>TOMATOES, CHERRY, FRESH, US#1, 1/10 LB CS</u>	<u>80</u>	<u>LB</u>
<u>050</u>	<u>WATERMELON, FRESH, SEEDLESS, 1 CT, 1/15 LB CASE</u>	<u>180</u>	<u>LB</u>
<u>051</u>	<u>BREAD, HONEY WHEAT, FRESH, ROUND TOP, PAN BAKED, 20 OZ PG</u>	<u>240</u>	<u>PG</u>
<u>052</u>	<u>BREAD, WHITE, FRESH, PAN BAKED, ROUND TOP, ENRICHED, 20 OZ PG</u>	<u>480</u>	<u>PG</u>
<u>053</u>	<u>ROLLS, FRANKFURTER, FRESH, SLICED, WHITE, PAN BAKED, 12 PER 24 OZ PG</u>	<u>120</u>	<u>PG</u>
<u>054</u>	<u>ROLLS, HAMBURGER, FRESH, SLICED, WHITE, PAN BAKED, 16 PER 22 OZ PG</u>	<u>240</u>	<u>PG</u>
<u>055</u>	<u>PEPPERS, JALAPENO, FRESH, 1/10 LB CS</u>	<u>20</u>	<u>LB</u>

**C.4 QUALITY:** The contractor shall provide the timely delivery of goods and services. 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.

**C.7 LOCATION OF WORK:** Work site is in the local vicinity of Old Belize City marina.

**PERIOD OF PERFORMANCE FOR:**

17 APRIL 2015 (+/- 24 hrs.)

**C.8 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 SC be flexible in arranging different levels of support and service operational hours. The SC shall respond to contingency situations and revise priorities as directed by the COR. If the SC 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 SC shall be reimbursed for contingency operations requiring a higher level of response and resources. The SC 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, SC 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. Receipt submission must be accomplished within **48 hours of delivery** to allow the ship to process the required documents into their system in a timely manner.

**INVOICING INSTRUCTIONS**

Invoices will be processed via manual submission.

Submit invoices to:

ATTN:

ACCOUNTS PAYABLE, N833

471 East Street

Building SP 64

Norfolk, VA 23511

DFAS Paying Office DODACC/address:

**N68732**

Cleveland-Norfolk Accounts Payable

PO Box 998022

Cleveland, OH 44199-8022

Section E - Inspection and Acceptance

**INSPECTION AND ACCEPTANCE TERMS**

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	N/A	Destination	Government

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 16-APR-2015 TO 18-APR-2015	N/A	N/A FOB: Destination	
0002	POP 16-APR-2015 TO 18-APR-2015	N/A	N/A FOB: Destination	

Section G - Contract Administration Data

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-7	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
52.204-7	System for Award Management	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.212-3	Offeror Representations and Certification--Commercial Items	DEC 2014
52.212-4	Contract Terms and Conditions--Commercial Items	DEC 2014
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2014
52.222-54	Employment Eligibility Verification	AUG 2013
52.225-1	Buy American--Supplies	MAY 2014
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
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
52.247-34	F.O.B. Destination	NOV 1991
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998
52.252-2	Clauses Incorporated By Reference	FEB 1998
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2014
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.222-7005	Prohibition on Use of Nonimmigrant Alien--Guam	SEP 1999
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States	MAY 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
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.247-7000	Hardship Conditions	AUG 2000

## CLAUSES INCORPORATED BY FULL TEXT

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.)

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

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

(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).

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- \_\_\_ (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.
- X (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).

X (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)).

X (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).

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

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

X (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)

#### 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)

**252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)**

(a) 26 U.S.C. 6331(h) authorizes the Internal Revenue Service (IRS) to continuously levy up to 100 percent of contract payments, up to the amount of tax debt.

(b) When a levy is imposed on a payment under this contract and the Contractor believes that the levy may result in an inability to perform the contract, the Contractor shall promptly notify the Procuring Contracting Officer in writing, with a copy to the Administrative Contracting Officer, and shall provide--

(1) The total dollar amount of the levy;

(2) A statement that the Contractor believes that the levy may result in an inability to perform the contract, including rationale and adequate supporting documentation; and

(3) Advice as to whether the inability to perform may adversely affect national security, including rationale and adequate supporting documentation.

(c) DoD shall promptly review the Contractor's assessment, and the Procuring Contracting Officer shall provide a written notification to the Contractor including--

(1) A statement as to whether DoD agrees that the levy may result in an inability to perform the contract; and

(2)(i) If the levy may result in an inability to perform the contract and the lack of performance will adversely affect national security, the total amount of the monies collected that should be returned to the Contractor; or

(ii) If the levy may result in an inability to perform the contract but will not impact national security, a recommendation that the Contractor promptly notify the IRS to attempt to resolve the tax situation.

(d) Any DoD determination under this clause is not subject to appeal under the Contract Disputes Act.

(End of clause)

**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:** Alise Taylor- Sindab  
**Address:** Contracting Department  
NAVSUP Fleet Logistics Center Jacksonville (FLC)  
Bldg. 110 Yorktown  
PO Box 97  
Jacksonville, FL 32212-0097

**Telephone:** 904-542-1265 DSN: 942-1265  
**Fax:** 904-542-1095  
**E-mail:** [alise.taylor-sindab@navy.mil](mailto:alise.taylor-sindab@navy.mil)

## 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](mailto: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](mailto:Steven.w.palmer@navy.mil)

904-542-1621

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

## CLAUSES INCORPORATED BY FULL TEXT

## 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)

#### 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)

## Section L - Instructions, Conditions and Notices to Bidders

## CLAUSES INCORPORATED BY FULL TEXT

## 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (APR 2014)

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

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

- (1) The solicitation number; **N68836-15-T-0079**
- (2) The time specified in the solicitation for receipt of offers; **11:00 a.m. Eastern Time (ET) FRI, 6 MAR 2015.**
- (3) The offeror info;

**Name of Offeror**  
**Address of Offeror**  
**Telephone number of Offeror**  
**CAGE Code of Offeror**  
**DUNS of Offeror**  
**TIN of Offeror**

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

(5) Terms of any express warranty;

(6) Price and any discount terms;

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

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

(9) Acknowledgment of Solicitation Amendments;

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

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

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

- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers:
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
- (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
- (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (C) If this solicitation is a request for proposals, it was the only proposal received.
- (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.
- (g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if

later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

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

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

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

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

(End of provision)

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999) (Edited)

(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:

Lowest Price Technically Acceptable (**LPTA**) Offeror.

Technical and past performance, when combined, are equal.

(b) Options. Non-applicable.

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

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of provision)