

**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 |
|--|-----------|---|

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

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

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

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

Section SF 1449 - CONTINUATION SHEET

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0001 | SUPPORT HONDURAS JHSV 2015 FFP Providing Logistic Support for SPS JHSV 2015, U.S Forces and Partner Nation Participants in Puerto Castillo, Honduras 09 July through 23 August 2015. FOB: Destination MILSTRIP: N5706115RC0121Z PURCHASE REQUEST NUMBER: N5706115RC0121Z SIGNAL CODE: A | 1 | Each | | |

NET AMT

PWS

Submit the following information:

TOTAL PROPOSAL AMOUNT: \$ _____

CAGE CODE: _____

DUNS: _____

Additional Information for N68836-15-T-0179

FSC: R706
NAICS: 541614

Solicitation N68836-15-T-0179 to obtain logistics and life support to expeditionary naval forces operating in Honduras SPS-JHSV 15 mission on 09 July through 29 August 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 |
| Robert DeAngelis, Contract Specialist | 904-542-1248 | robert.deangelis@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 MON, 22 JUN 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 THU, 25 JUN 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

robert.deangelis@navy.mil

AS of 17 JUN 2015

**PERFORMANCE WORK STATEMENT FOR SPS JHSV 2015
Support for U.S Forces and Partner Nation Participants in
Puerto Castillo, Honduras**

C.1 DEFINITIONS AND/OR ACRONYMS:

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

COR - Contracting Officer Representative

BILINGUAL: English-Spanish, verbal and/or written

ESC- The Expeditionary Service Contractor

PN – Partner Nation

SC- Service Contractor

SPS-JHSV – Southern Partnership - Joint High Speed Vessel

C.1.1 GENERAL: This is a non-personal services contract to provide logistic support for designated personnel (also referred to herein as “the Government”) in support of SPS-JHSV 2015.

C.1.2. Objective: The Contractor provides expeditionary Logistic Support for US Navy Forces and their designated personnel operating ashore in Honduras during SPS-JHSV 2015 from 09 July – 23 August 2015.

C.1.3. Scope: The Contractor shall provide transportation, line haul, cell phones, SIM (subscriber identity module) card, air card, fuel, hydraulic fluid, oil, food, ice, drinking water, waste disposal, light towers, laundry services, latrines, grey water disposal, grass cutting, vector control, and construction materials/equipment to designated personnel as specified in table and in coordination with the Contracting Officer (KO) or Contracting Officer Representative (COR).

C.1.4. Period of Performance: 09 July – 23 August 2015.

C.1.5. LOCAL WORKSITES IN THE VICINITY:

Location 1 - Puerto Castillo, Honduras

Location 2 - Honduran Naval Base camp site

Location 3 - Capido, Honduras

Location 4 - Juan Ramone Salgado School, Honduras

Location 5 - Juan Salgado School, Honduras

Location 6 - Vilma Yolanda School, Honduras

Location 7 - Juan Jose Lauriel High School, Honduras

Location 8 - Buenas Aries, Trujillo, Honduras

C.1.6 TRANSPORTATION REQUIREMENTS:

Table 1

| DATE | QTY | LOCATION | TYPE |
|--------------------------|-----|---------------------------|--|
| 11 July – 23 August 2015 | 1 | Puerto Castilla, Honduras | HILUX OR FOUR DOOR PICK-UP TRUCK, W/DRIVER,FUEL, UNLIMITED MILEAGE, 24 hours a day |
| 11 July – 23 August 2015 | 5 | Puerto Castilla, Honduras | 15-PAX VAN/BUS W/ DRIVER, FUEL, UNLIMITED MILEAGE, 12 hours a day |
| 11 July – 23 August 2015 | 3 | Puerto Castilla, Honduras | 1-3 Ton capacity Cargo Truck/ W/Driver, Fuel, unlimited mileage, 12 hours a day |
| 11 July – 23 August 2015 | 3 | Puerto Castilla, Honduras | HILUX OR FOUR DOOR PICK-UP TRUCK, W/DRIVER,FUEL, UNLIMITED MILEAGE, 12 hours a day |

C.1.6.1. PROVIDE 5 PASSENGER SUV WITH DRIVERS AND FUEL:

Provide one (1) Hilux or 4 door pick-up truck with seatbelts (with driver, fuel and unlimited mileage to include locations outside of port city) from 11 July-23 August 2015 for in/around within Puerto Castilla, Honduras and at need be, able to go anywhere in Honduras at the direction of the Contracting Officer Representative (COR) 24 hours a day. The vehicle with driver must remain at the specified location as directed by the designated Government representative.

C.1.6.2. PROVIDE 15 PASSENGER VANS WITH DRIVER AND FUEL:

Provide five (5) 15-passenger vehicles with seatbelts (with drivers, fuel and unlimited mileage to include locations outside of port city) from 11 July-23 August for transport in/around Puerto Castilla, Honduras between 0700-1900 daily. The vehicle with driver must remain at the specified location between 0700-1900.

C.1.6.3. PROVIDE 1-3 TON CARGO TRUCK WITH DRIVERS AND FUEL:

Provide three (3) 1-3 ton capacity cargo trucks with seatbelts (with drivers, fuel and unlimited mileage to include locations outside of port city) from 11 July-23 August for transport in/around Puerto Castilla, Honduras between 0700-1900 daily. The vehicle with driver must remain at the specified location between 0700-1900.

C.1.6.4. PROVIDE HILUX OR FOUR DOOR PICK-UP TRUCK WITH DRIVERS AND FUEL:

Provide three (3) Hilux or 4 door pick-up trucks with seatbelts (with drivers, fuel and unlimited mileage to include locations outside of port city) from 11 July-23 August for transport in/around

Puerto Castilla, Honduras between 0700-1900 daily. The vehicle with driver must remain at the specified location between 0700-1900.

C.1.7. SIM & AIR CARD REQUIREMENTS:

Table 2

| DATE | QTY | LOCATION | TYPE |
|--------------------------|-----|---------------------------|--|
| 11 July – 23 August 2015 | 17 | Puerto Castilla, Honduras | CELLULAR PHONES WITH 1000 MINUTES SIM CARD |
| 11 July – 23 August 2015 | 5 | Puerto Castilla, Honduras | ROUTERS |
| 11 July – 23 August 2015 | 5 | Puerto Castilla, Honduras | AIR CARD WITH 8GB DATA |

C.1.7.1. Provide seventeen (17) cell phones with SIMCARDS with 1000 minutes. The coverage of SIMCARD must cover all project sites within Honduras.

C.1.7.2 Provide five (5) air cards with 8GB of data. The coverage of AIR CARDS must cover all project sites within Honduras.

C.1.8. LINE HAUL REQUIREMENTS:

Table 2

| DATE | QTY | LOCATION | TYPE | Items to be Moved |
|----------------|-----|---|-------------------|--|
| 11-12 July | 2 | Puerto Castilla Honduras, to Honduran Naval Base camp site. | 60' Flatbed truck | All camp equipment which is approximately: 100 TRICON Containers (8 ft. L X 6 ft. W X 8 ft., 6,000 lbs. each), portable dive chamber (approximately 3ton), 8 ISU-90 Containers (88"x108"x90", 3,500 lbs.), and Lumber for Tent Decks (20 pallets of lumber). |
| 1 August 2015 | 1 | Honduran Naval Base camp site, to Puerto Castilla Honduras | 60' Flatbed truck | 4 ISU-90 containers |
| 22-23 Aug 2015 | 2 | Honduran Naval Base camp site, to Puerto Castilla Honduras | 60' Flatbed truck | All U.S. Military camp equipment with exception of tent decks. It is approximately 100 TRICON Containers (8 ft. L X 6 ft. W X 8 ft., 6,000 lbs. each), portable dive chamber (approximately 3ton), |

C.1.8.1 Provide line haul services with 60' flatbed trucks to transport supplies, materials, equipment, and containers safely and expeditiously from the Puerto Castilla, Honduras to camp site on Honduran Naval Base on or about 11-12 July 2015 and return on or about 22-23 August. The distance is approximately ¼ mile. A smaller movement will occur on or about 1 August to move EOD unit containers from Honduran Naval Base camp site to Puerto Castilla, Honduras. See table above for items to be moved. The Contractor is responsible for on loads to/offloads (forklift) from Puerto Castilla Honduras and unloads to/offloads (forklift) from flatbed at Honduran Navy Base camp site. The Contractor shall load and unload all equipment in coordination with the Contracting Officer Representative (COR). There will be at least 1 forklift

for on-load/offload per truck. See attachment. The COR will notify the Contractor of any change in requirements not less than 48 hours prior to any changes. Site changes limited to the locations identified in the PWS made with at least 48 hour notice to the Contractor will incur NO penalty.

C.1.9. BOTTLED WATER REQUIREMENTS:

Table 3

| DATE | QTY | LOCATION | TYPE |
|-----------------|------------|-------------------------------|-------------------------------|
| 11-14 July 2015 | 1750 cases | Honduran Naval Base camp site | Cases of Water(12BT per Case) |

Provide seventeen-hundred-and-fifty (1750) cases (12, 1L bottles per case) of potable bottled water. The Contractor will be responsible for off-loading the specified cases to the location at the Honduran Naval Base camp site. 435 cases will be offloaded per day for the 4 days of 11-14 July, directed by the COR.

C.1.10. ICE

Table 4

| DATE | QTY | LOCATION | TYPE |
|------------------------|--------|-------------------------------|---|
| 11 July-23 August 2015 | 500L B | Honduran Naval Base camp site | 500 LB of cubed ice for human consumption from a certifiable potable water source delivered every day with breakfast to ice chests provided at camp site. Cubed ice is required to be sized appropriately to be used to cool beverages in standard sized cup/glasses. |

C.1.11. MEALS

Table 5

| DATE | QTY | LOCATION | TYPE |
|------------------------|-----|-------------------------------|-----------|
| 12 July-23 August 2015 | 125 | Honduran Naval Base camp site | Breakfast |
| 11 July-22 August 2015 | 125 | Honduran Naval Base camp site | Dinner |

Provide two (2) hot meals a day to 125 personnel located at the Honduran Naval Base camp site, breakfast at 0600 and dinner at 1830.

FOOD PREPARATION STANDARDS

C.1.11.1 Food preparation facility, equipment and personnel requirements.

C.1.11.1.A Contractor will ensure that employees are neat and clean. Food service employees shall wear hair restraints such as hats, hair coverings or nets, beard restraints, and clean clothing that cover body hair. Long hair hanging out of hats does not meet this requirement.

C.1.11.1.B Contractor will ensure that employees cooking or handling food are free of communicable diseases. The Contractor shall train employees in the importance of hand washing as a means of preventing the spread of food borne illnesses. All employees must wash hands

after any absence from workstation. SC will designate a hand washing station vice sinks used for food preparation.

C.1.11.1.C. The Contractor shall be responsible for training all employees in food preparation, handling, packaging, food serving, and cleanup requirements. **Safe handling of food to include the temperature danger zone (41 – 139 degrees F), cross contamination and segregation of raw and ready to eat food, utensils and food contact surfaces are also understood.**

C.1.11.1.D Contractor will maintain all facilities and equipment used for meal preparation, serving, storage, seating and cleanup in a sanitary condition. General cleanup shall include cleaning and sanitizing preparation tables, condiment containers and food preparation equipment, and routine removal of trash from around the food preparation area.

C.1.11.1.E. Single-use, food-service gloves shall be worn when handling ready to eat foods and during meal service or the packaging of prepared food. Gloves will be changed during the shift as needed and especially when a change in duties occurs i.e., taking out trash, cleaning, preparing and serving food. Clean aprons are required at the beginning of each shift, when the apron is soiled and/or when a change in duties takes place.

C.1.11.1.F No alcoholic beverages and/or controlled substances are allowed to be consumed during food preparation activities. There shall be no use of tobacco products within the immediate area or in the food preparation area.

C.1.11.1.G The Contractor will provide for insect and pest control in all areas where food is stored, prepared, served or eaten.

C.1.11.1.H. All food shall be prepared and cooked inside enclosed units, with the exception of food cooked and served from outdoor barbecues.

C.1.11.1.I All prepared food, hot and cold, shall be served or plated into transfer containers using properly cleaned, sanitized and dried utensils.

C.1.11.1.J. If reusable food transfer containers, serving utensils and food preparation utensils are used they shall be cleaned prior to reuse using dishwashing equipment or hand washing with soap and hot water no less than **110 degrees Fahrenheit** and either heat dried or hand dried using disposable towels.

C.1.11.1.K . Sanitized and calibrated thermometers (separate from built in thermometers) will be used to verify and monitor cold storage containers, refrigerators and freezers. SC will provide periodic temperature validations to ensure refrigerated items are being maintained below 40 degrees Fahrenheit and frozen items maintained below 0 degrees Fahrenheit. **During catering operations, all foods will be held at appropriate temperatures until serving. Foods will be kept out of the Temperature Danger Zone (41-139 degrees Fahrenheit).**

C.1.11.1.L Thawing of frozen food will occur using one of three methods. 1) Under cold running water until completely thawed, 2) In the chiller or refrigeration unit until completely

thawed, 3) In the microwave oven, only if the food item will be cooked immediately after completely thawed. Food will not be thawed at room temperature.

C.1.11.1.M. Storage of raw or cooked food will be labeled with name, preparation date, and expected use date, products still in original container should bear the date the container was opened.

C.1.11.2 Food product standards.

C.1.11.2.A The Contractor will maintain the quality standards of the foods prepared shall be clearly visible and/or verifiable on all packaging material. Meat and poultry quality standards shall be visible on the unopened boxes or individual packages. Frozen items shall not be frozen longer than the manufacturer "use by date". Packaged items shall be used by the manufacturer's "sell-by or expiration date."

C.1.11.2.B Food items in packages not clearly labeled or identified by a certificate or other appropriate verifiable identification, properly identifying the quality standards required under this contract, may be rejected by the Government.

C.1.11.2.C Prepared food will be stored either higher than 140 degrees F or under 40 degrees Fahrenheit. This prevents bacteria from multiplying in the temperature danger zone of 40 – 140 degrees.

C.1.11.2.D The Contractor will not use heat lamps, steam tables, or other equipment designed to hold food at high temperatures to reheat it. This equipment fails to reheat the food to the minimum 165 degrees required for food safety. To ensure reheated food has reached the proper internal temperature, the Contractor will check it with a food thermometer and will use the highest possible temperature to reheat the food to 165 degrees in the shortest amount of time.

C.1.11.2.E In order for perishable food to be safe for consumption, it has to reach a USDA-recommended minimum safe internal temperature. The food also has to be held at the specified temperature for a minimum of 15 seconds, so all the bacteria are killed. The following table of food and safe internal temperature shall be used as a guide and adhered to by the Contractor in the preparation of all hot food.

| Food | Safe Internal Temperature |
|-----------------|----------------------------------|
| Steak and Roast | 145°F |
| Fish | 145°F |
| Pork | 160°F |
| Ground Beef | 160°F |
| Egg Dishes | 160°F |
| Chicken Breasts | 165°F |

| | |
|-------------------------|-------|
| Whole Poultry | 165°F |
| Casseroles/Mixed Dishes | 165°F |

C.1.11.2.F Bottled water from an approved source will be used for all food preparation requiring water and for washing all fruits and vegetables used in main course preparation.

C.1.11.2.G No leftover prepared food from previous meals will be used in any new meal preparation.

C.1.11.2.H Sanitized and calibrated thermometers will be used to verify and monitor cooking temperatures ensuring compliance with standard food preparation guidelines.

C.1.11.2.I Contractor will not use unapproved food sources including dairy products

C.1.11.3 Food Transportation

C.1.11.3.A Contractor shall ensure that prepared hot food is cooked to the proper internal temperature for that commodity before being loaded in a mobile container and maintained at 140 degrees Fahrenheit during transport prior to loading transport containers into the vehicle for transport to the meal site. Hot foods will be maintained above 140 degrees Fahrenheit for the duration of transportation and will be kept hot until consumption. **If there is no way to keep product heated then preheat all foods to 165° F and ship, serve and consume within 5 hours. If the temperature of the food is still above 140 degrees when you open the containers at the site you have 4 hours from the time the temperature is taken to consume the food. Failure to consume the food during this time period increases the risk of food borne illness. Food not consumed in the stated period of time should be discarded.**

C.1.11.3.B Contractor shall ensure that prepared cold food is maintained below 40 degrees Fahrenheit prior to loading transport containers into the vehicle for transport to the meal site.

C.1.11.3.C Contractor will maintain security over all prepared food. Prepared food will be inserted into either a common temperate controlled serving dish or into insulated single use meal containers both with lids that can be sealed shut with either tape or a seal that will ensure the prepared product will not be tampered with. Access to prepared food will be limited to the Contractor’s food preparation and delivery staff.

C.1.11.3.D Food must be maintained at the stated transport temperature (hot or cold) for no less than 120 minutes from the completion of food preparation to accommodate transport and set-up at the meal site. Foods must be held outside the Temperature Danger Zone (40-140 degrees Fahrenheit) up to the time of consumption.

C.1.11.3.E Single use, disposable, serving and eating utensils will be provided for each delivered meal.

C.1.11.4 Sample Menus

C.1.11.4.A **Breakfast** - Should consist of a starch, one meat, and one additional meat or eggs (examples listed below). Portions shall be sized to provide approximately 700 calories per meal minimum:

Meal Hours: 0600-0800 local time

- Cereals: corn flakes, granola, puffed rice, chocolate frosted flakes
- Fresh fruits: bananas, oranges ... Contractor will provide only fruit that can be peeled and then consumed e.g. bananas and oranges
- Eggs: fried, scrambled or hard boiled with hash browns
- Meat: Ham, sausage, bacon, steak..... Although meat would likely be from an unapproved source cooking in accordance with the stated temperature chart and making sure that all meat is well done will lower the risk of food borne illness. Contractor will not provide rare or medium rare steaks.
- Bread: White, wheat, rye, tortilla & Jam
- Pastry: croissants, apple pie
- Beverages: Coffee, Crystal Bottled water. To comply with food safety precautions Contractor any brewed beverages will be made using approved bottled water.
- No fresh fluid dairy (Milk) should be used.....The threat of brucellosis is too high... Ultra High Temperature (UHT) is the only milk acceptable.

C.1.11.4.B **Dinner** - Should consist of two starches, one meat, and one vegetable selection (examples listed below). Portions shall be sized to provide approximately 700 calories per meal minimum:

Meal Hours: 1830 – 2030 local time

- Roast beef, roast/baked/fried chicken, roast pork, roast turkey, BBQ meat, roasted lamb, Beef. All should be cooked to 160 degrees Fahrenheit, final internal temperature confirmed with calibrated and sanitized thermometer (160 degrees) and served immediately.
- Pasta (spaghetti, macaroni, lasagna) potatoes (baked, mashed...)
- Boiled or Steamed Vegetables: corn, green beans carrots, peas, etc.
- Pizza, hotdogs, tacos
- Soups
- Bread: White, wheat, rye, tortilla
- Salad: lettuce, tomato, onions, dressing, etc.
- Bottled water, approved source

C.1.12 LAUNDRY SERVICES

Table 6

| DATE | QTY | Item | LOCATION |
|------------------------|-----|---|-------------------------------|
| 11 July-23 August 2015 | 12 | Laundry service for 125 personnel, 2 times a week | Honduran Naval Base camp site |

C.1.12.1 Provide laundry services for 125 personnel, 2 times a week, 10 pounds per person per service. Laundry will be collected on Monday and Thursday at before 0900 and delivered by 1800 the following day at the direction of the COR.

C.1.13. WASTE DISPOSAL

Table 7

| DATE | QTY | Item | LOCATION |
|------------------------|-----|---|-------------------------------|
| 11 July-23 August 2015 | 1 | 30 cubic yard dumpster, 3x weekly service | Honduran Naval Base camp site |
| 12 July-23 August 2015 | 2 | 30 cubic yard dumpster, weekly service | Honduran construction sites |

C.1.13.1 Provide one (1) 30 cubic yard dumpster at the Honduran Naval Base camp site. Dumpster should be emptied 3 times weekly. Dumpster will be delivered on 11 July and removed on 23 August.

C.1.13.2. Provide (2) 30 cubic yard dumpster at Honduran construction sites (sites 3-8 listed in section C.1.5). The period of service will begin on 12 July and be removed on 23 August 2015. Dumpster should be emptied weekly, with the option to request additional pick up under the direction of the Contracting Officer (COR). The Contractor shall deliver, move, and empty the dumpsters under the direction of the Contracting Officer Representative (COR). See attachment. The COR will notify the Contractor of any change in requirements not less than 48 hours prior to any changes. Changes made with at least 48 hour notice to the Contractor will incur NO penalty. The dumpsters will be emptied weekly.

C.1.14. EQUIPMENT RENTAL

Table 8

| DATE | QTY | Item | LOCATION |
|--------------------------|-----|---|--|
| 11 July-23 August 2015 | 3 | Diesel powered light tower | Honduran Naval Base camp site |
| 12 July-22 August 2015 | 1 | Front-End Loader Backhoe with bull prick concrete breaker attachment and 3.5 cubic YD bucket (rental) | Capido, Honduras; Juan Ramone Salgado School, Honduras; Vilma Yolanda School, Honduras |
| 12 July-31 July 2015 | 1 | Mud Pump, Gasoline Type, for a period of (3) three weeks (rental) | Capido, Honduras |
| 12 July-31 July 2015 | 1 | Vibratory Wacky Packer, Gasoline Powered | Capido, Honduras |
| 12 July - 23 August 2015 | 1 | gasoline powered Pressure Power Washer for a period of (1) one week (3,000 psi) | Juan Salgado School, Honduras |
| 12 July - 23 August 2015 | 1 | gasoline powered Pressure Power Washer for a period of (1) one week (3,000 psi) | Vilma Yolanda School, Honduras |
| 27 July - 15 August 2015 | 1 | This order is to contract for local rental of (1) Bulldozer, D6. Rental shall NOT include operator. | Buenas Aries, Trujillo, Honduras |
| 27 July - 15 August 2015 | 1 | This order is to contract for local rental of (1) Road Grader. Rental shall NOT include operator. | Buenas Aries, Trujillo, Honduras |
| 27 July - | 1 | This order is to contract for local rental of (1) | Buenas Aries, Trujillo, Honduras |

| | | | |
|--------------------------|---|--|----------------------------------|
| 15 August 2015 | | Roller, Drum Type, 66" drum, Vibratory. Rental shall NOT include operator. | |
| 12 July-23 August 2015 | 2 | 10'x10' lockable Conex box. | Honduran Construction Sites 3&6 |
| 27 July - 15 August 2015 | 1 | 1,000 non-potable water truck for 7 days road compaction. | Buenas Aries, Trujillo, Honduras |

C.1.14.1 Provide three (3) diesel powered light towers. Contractor is responsible for pickup, delivery, and maintenance of light towers at the direction of the Contracting Officer Representative (COR). The period of service will be 11 July – 23 August 2015.

C.1.14.2 Provide one (1) front-end-loader backhoe with bull prick concrete breaker attachment and a 3.5 cubic yard bucket. Contract includes transport to and from project site in Capido, Honduras; Juan Ramone Salgado School, Honduras; Vilma Yolanda School, Honduras as directed by the Contracting Officer Representative (COR), and any required maintenance. Equipment rental shall NOT include an operator. The period of service in Capido, Honduras 11 July-31 July 2015. The period of service for Juan Ramone Salgado School, Honduras and Vilma Yolanda School, Honduras is only 4 days apiece, the period of service will begin when directed by the COR after 31 July and be complete by 22 August (none of the 3 sites will need the backhoe concurrently.)

C.1.14.3 Provide one (1) mud pump, gasoline type. Contract includes transport to and from project site in Capido, Honduras as directed by the Contracting Officer Representative (COR), and any required maintenance. Equipment rental shall NOT include an operator. The period of service is 11 July-31 July 2015.

C.1.14.4 Provide one (1) vibratory Wacky Packer, gasoline type. Contract includes transport to and from project site in Capido, Honduras as directed by the Contracting Officer Representative (COR), and any required maintenance. Equipment rental shall NOT include an operator. The period of service is 11 July-31 July 2015.

C.1.14.5 Provide one (1) gasoline powered Pressure Power Washer (3,000 psi) for a period of (1) one week. Contract includes transport to and from project site in Juan Salgado School, Honduras as directed by the Contracting Officer Representative (COR), and any required maintenance. Equipment rental shall NOT include an operator. The period of service is 11 July-23 August 2015.

C.1.14.6 Provide one (1) gasoline powered Pressure Power Washer (3,000 psi) for a period of (1) one week. Contract includes transport to and from project site in Vilma Yolanda School, Honduras as directed by the Contracting Officer Representative (COR), and any required maintenance. Equipment rental shall NOT include an operator. The period of service is 11 July - 23 August 2015.

C.1.14.7 Provide one (1) Bulldozer, D6. Contract includes transport to and from project site in Buenas Aries, Trujillo, Honduras as directed by the Contracting Officer Representative (COR),

and any required maintenance. Equipment rental shall NOT include an operator. The period of service is 27 July-15 August 2015.

C.1.14.8 Provide one (1) Road Grader. Contract includes transport to and from project site in Buenas Aries, Trujillo, Honduras as directed by the Contracting Officer Representative (COR), and any required maintenance. Equipment rental shall NOT include an operator. The period of service is 27 July-15 August 2015.

C.1.14.9 Provide one (1) Roller, Drum Type, 66" drum, Vibratory. Contract includes transport to and from project site in Buenas Aries, Trujillo, Honduras as directed by the Contracting Officer Representative (COR), and any required maintenance. Equipment rental shall NOT include an operator. The period of service is 27 July-15 August 2015.

C.1.14.10 Provide (2) 10’x10’ lockable Conex box at Honduran construction sites (sites 3 & 6 listed in section C.1.5). The period of service will begin on 12 July and finish on 23 August 2015. The Contractor shall deliver and move the Conex boxes under the direction of the Contracting Officer Representative (COR). See attachment. The COR will notify the Contractor of any change in requirements not less than 48 hours prior to any changes. Changes made with at least 48 hour notice to the Contractor will incur NO penalty.

C.1.14.11 C.1.13.8 Provide one (1) 1,000 gal non-potable water truck for 7 days for road compaction. Contract includes non-potable water fill-up. Contract includes transport to and from project site in Buenas Aries, Trujillo, Honduras as directed by the Contracting Officer Representative (COR), and any required maintenance. Equipment rental shall NOT include an operator. The period of service is 27 July-15 August 2015.

C.1.15. PORTABLE LATRINES AND WASTEWATER

Table 9

| DATE | QTY | Item | LOCATION |
|--------------------------|------------|-----------------------------------|-------------------------------------|
| 11 July-24 August 2015 | 15 | Portable Latrines (3'X3'X7') | Honduran Naval Base camp site |
| 12 July-23 August 2015 | 2 | Portable Latrine (3'X3'X7') | Honduran construction sites |
| 11 July-23 August 2015 | 3 | Hand wash Station | Honduran Naval Base camp site |
| 12 July – 23 August 2015 | 1 | 1000 gal a day wastewater removal | Honduran Naval Base Camp site daily |

C.1.15.1 Provide fifteen (15) Portable Latrines (porta-potties), (3'X3'X7') delivered and offloaded at the Honduran Naval Base camp site, as directed by the Contracting Officer Representative (COR). Maintenance will include cleaning and restocking 4 rolls of toilet paper, paper towels, hand sanitizer, and pumping 2 times a day early in the morning each day and in the evening through period of performance. Latrines will be delivered, offloaded on 11 July and loaded, removed on 24 August.

C.1.15.2 Provide two (2) Portable Latrines (porta-potties), (3'X3'X7') delivered and offloaded at the Honduran construction sites (see above), as directed by the Contracting Officer Representative (COR). The Latrines will be cleaned and provided with hand sanitizer/ paper towels and restocking of toilet paper as required minimum three (3) times a week. Latrines will

be delivered, offloaded on 12 July and loaded, removed on 23 August. This includes movement to the various construction sites at the behest of the COR. The COR will notify the Contractor of any change in location not less than 48 hours prior to any changes. Changes made with at least 48 hour notice to the Contractor will incur NO penalty.

C.1.15.3 Provide three (3) Portable hand-washing stations (2 sink capacity each) delivered and offloaded at the Honduran Naval Base camp site, as directed by the Contracting Officer Representative (COR). Maintenance will include cleaning/restocking paper towels, hand sanitizer and pumping 2x a day early in the morning each day and in the afternoon through the period of performance. Stations will be delivered, offloaded on 11 July and loaded, removed on 23 August.

C.1.15.4 Provide one (1) Grey-Water Pumping Service Truck and driver/operator to pump out the shower Grey-Water (1,000gal a day) from shower tent water bladders. in the Honduran Naval Base Camp site by 10AM daily by direction of the Contracting Officer Representative (COR).

C.1.16 VECTOR CONTROL

Table 10

| DATE | QTY | Item | LOCATION |
|------------------------|-----|---------------------------|-------------------------------|
| 9 July 2015 | 2 | Grass cut on 9 July 2015 | Honduran Naval Base camp site |
| 10 July-23 August 2015 | 6 | VECTOR CONTROL (spraying) | Honduran Naval Base camp site |

C.1.16.1 1 Provide one (1) grass cutting at the Honduran Naval Base Camp Site on 9 July 2015 under the direction of the Contracting Officer Representative for an area approximately two (2) acres or one (1) soccer field and (1) additional grass cutting on or about 20 days upon arrival under the direction of the Contracting Officer Representative . Grass should be no higher than two inches (2”) after the cutting.

C.1.16.2 Provide six (6) vector control sprayings for mosquitos and insects (one (1) spray a week) to begin on 10 July under the direction of the Contracting Officer Representative (COR) at the Honduran Naval Base Camp Site. The area covered will be for an area approximately six (6) acres or three (3) soccer fields.

C.1.17 POTABLE WATER

Table 11

| DATE | QTY | LOCATION | TYPE |
|------------------------|-----------|-------------------------------|--|
| 12 July-23 August 2015 | 31,680Gal | Honduran Naval Base camp site | Potable water delivered point to point |

C.1.17.1 Provide 31,680 gallons of potable water to the Honduran Naval Base Camp Site under the direction of the Contracting Officer Representative. Contractor should expect to deliver approximately 700 gallons of water a day point-to-point to 3-4 tanks at the site with a potable

water truck manned by a driver. The period of service will be 12 July through 23 August 2015. The water will be delivered by 0500 every day. These times may change at the CORs direction.

C.1.18 FUEL

Table 12

| DATE | QTY | LOCATION | TYPE |
|------------------------|-----------------|---|--------------------------------------|
| 12 July-23 August 2015 | 1,760Gal | Honduran Naval Base camp site, and construction sites as needed | MOGAS (gal), delivery point to point |
| 12 July-23 August 2015 | 23,540Gal | Honduran Naval Base camp site, and construction sites as needed | Diesel (gal) |
| 12 July 2015 | (1) 55-gal drum | Honduran Naval Base camp site | Hydraulic Fluid, 10WT |
| 12 July 2015 | 1) 55-gal drum | Honduran Naval Base camp site | Lubricating Oil, 15w40 |

C.1.18.1 Provide 1,760 gallons of MOGAS (40 gallons a day) to the Honduran Naval Base Camp Site and active construction site under the direction of the Contracting Officer Representative (COR). Contractor should expect to deliver approximately 40 gallons of MOGAS a day point-to-point to 5-6 pieces of powered equipment at the site with a fuel truck manned by a driver. The period of service will be 11 July through 23 August 2015. The MOGAS will be delivered by 0700 every day.

C.1.18.2 Provide 23,540 gallons of Diesel (535 gallons a day) to the Honduran Naval Base Camp Site and active construction site under the direction of the Contracting Officer Representative (COR). Contractor should expect to deliver approximately 500 gallons of diesel a day point-to-point to 5-6 pieces of powered equipment at the site with a fuel truck manned by a driver, 2 times a day. The period of service will be 12 July through 23 August 2015. The Diesel will be delivered by 0800 every day in the morning, and 1800 in the evening. These times may change at the CORs direction. The COR will notify the Contractor of any change in location not less than 48 hours prior to any changes. Changes made with at least 48 hour notice to the Contractor will incur NO penalty.

C.1.18.3 Provide one (1) 55 gallon drum of clean, unused hydraulic fluid (10WT hydraulic oil) to the Honduran Naval Base Camp site to include offloading to the site directed by the Contracting Officer Representative (COR) on 12 July 2015. This contract also calls for the pick-up, loading, and legal disposal of (1) 55 gallon drum of unused or used hydraulic fluid on 22 August 2015 from the Honduran Naval Base Camp Site.

C.1.18.4 Provide one (1) 55 gallon drum of lube oil (15w40) to the Honduran Naval Base Camp site to include offloading to the site directed by the Contracting Officer Representative (COR) on 12 July 2015. This contract also calls for the pick-up, loading, and legal disposal of (1) 55 gallon drum of unused or used fuel oil on 22 August 2015 from the Honduran Naval Base Camp Site.

C.1.19 CONSTRUCTION MATERIALS

Table 13

| # | DATE | QTY | Item | LOCATION | Additional Specifications |
|---|------|-----|---------------------|----------|--|
| 1 | 12 | 75 | Cap, Vertical Rebar | Capido, | OSHA-type steel reinforced rebar cap meets the |

| | | | | | |
|----|-----------------|---------|---|------------------|--|
| | July 2015 | Each | Safety Cap | Honduras | "guarded" requirement for federal OSHA 1926.701 (b) and Cal OSHA section 1712 Intended use: Vertical Rebar Safety Cap, Designed to help protect against impalement injuries, including falls against vertical ends of rebar, Fits sizes #3 through #8 rebar (3/8" through 1" diameter rebar). |
| 2 | 12 July 2015 | 18 Each | Chamfer Strip, EverTrue, 8', Stain Grade Radiata Pine | Capido, Honduras | Intended use: attach to top of forms to provide chamfered edge for finished concrete. |
| 3 | 12-31 July 2015 | 7 CZ | Concrete, 3000 PSI, Ready mix | Capido, Honduras | Concrete shall achieve 3,000 PSI compressive strength at 28 days conforming to ASTM C-94, with nominal maximum aggregate size NO. 67 conforming to ASTM C-33 |
| 4 | 12 July 2015 | 3 EA | Culvert, Steel, Corrugated, Galvanized, Riveted, 36" Diameter x 12' Long, Heavy Duty | Capido, Honduras | |
| 5 | 12 July 2015 | 2 EA | Expansion joint, preformed, asphalt saturated, | Capido, Honduras | Asphalt saturated standard expansion joint, 1/2" THK. X 4' X 8' sections. Intended use: around edge of wing wall at base. |
| 6 | 12 July 2015 | 1 CN | Form release agent, 5 gallon can, ready to use | Capido, Honduras | For use on plastic, wood and steel forms, will not stain concrete or interfere with the adhesion of coatings. MSDS must accompany product when shipped. Intended use: coat form surfaces. |
| 7 | 12-31 July 2015 | 50 CZ | Gravel, Select, 3/4" Crusher Run to be locally procured, top size of 3/4" down to sand, | Capido, Honduras | Material shall be free of debris, roots, scrap material, vegetation, refuse, and soft unsound materials. Intended use: 20 CZ to used as base material for headwalls, 30 CZ to repair roadway. |
| 8 | 12 July 2015 | 6 BG | Grout, Non-Shrink, QUIKRETE 60 Lb., | Capido, Honduras | Exceeds ASTM C 1107, R-3, and ASTM C 1107, 30 minute set time, non shrink characteristics and rapid strength gain, Attach MSDS when shipped. Intended use: grout around corrugated steel pipe |
| 9 | 12 July 2015 | 1 BX | High chair, 2", 100 Per box, plastic chairs | Capido, Honduras | Intended use: For supporting RST. |
| 10 | 12 July 2015 | 120 EA | Lumber, Top Choice 2" x 4" x 12' Kiln-Dried Whitewood S4S Lumber | Capido, Honduras | Formwork |
| 11 | 12 July 2015 | 90 EA | Lumber, Top Choice 2" x 4" x 16' #2 Prime Kiln-Dried Southern Yellow Pine, S4S,Lumber | Capido, Honduras | Formwork |
| 12 | 12 July 2015 | 20 EA | Lumber, Top Choice 2" x 6" x 12' #2 Prime Kiln-Dried Southern Yellow Pine, S4S,Lumber | Capido, Honduras | Formwork |
| 1 | 12 | 1 BX | Nail, Bright, Grip- | Capido, | Formwork. |

| | | | | | |
|--------|--------------------|--------|--|------------------|---|
| 3 | July 2015 | | Rite 3-1/2" 16D, 50 Lb. Box | Honduras | |
| 1 4 | 12 July 2015 | 1 BX | Nail, Duplex, Bright, Grip-Rite 3-1/2" 16D, 50 Lb. Box | Capido, Honduras | For temporary construction where nail removal is required, smooth, uncoated shank, double head for ease of removal |
| 1 5 | 12 July 2015 | 1 BX | Nails, Finish, The Hillman Group Finish Nails 6D Polished, 1 LB. Box | Capido, Honduras | Intended use: For attaching chamfer strips |
| 1 6 | 12 July 2015 | 1 BX | Nails, Grip-Rite, 8D 2-1/2" Common Nail, 50lb. Box | Capido, Honduras | Intended use: Formwork |
| 1 7 | 12 July 2015 | 1 RO | Plastic, Sunbelt 20' x 100', Black, 6 Mil, Plastic Sheeting | Capido, Honduras | Intended use: general cover, soil erosion barrier |
| 1 8 | 12 July 2015 | 3 EA | Plate, Steel, Plain, A36, 1/2" thick X 4' wide X 8' long. | Capido, Honduras | Intended use: to be used to cover new excavation to allow flow of traffic. |
| 1 9 | 12 July 2015 | 30 SH | Plywood, 3/4" x 4' x 8' CDX | Capido, Honduras | Intended use: Formwork. |
| 2 0 | 12 July 2015 | 30 EA | Rebar, 1/2" x 20' Grade 60 Steel, #4 RST, Deformed | Capido, Honduras | Rebar Grade and Size Standards are set by ASTM International. Grade 60 = minimum yield strength of 60000 psi. #4 rebar = 1/2" diameter, Intended use: for concrete reinforcement. |
| 2 1 | 12-31 July 2015 | 20 CZ | Sand, Bedding | Capido, Honduras | Material shall be free of debris, roots, scrap material, vegetation, refuse, and soft unsound materials. Intended use: to be used under corrugated steel pipe. |
| 2 2 | 12 July 2015 | 100 EA | Stake, wood, 2" x 3" x 3' | Capido, Honduras | Intended use: Formwork. |
| 2 3 | 12-31 July 2015 | 10 CZ | Stone, Clean, Washed, #3, 2" top size down to 1", no sand. | Capido, Honduras | Intended use: to be used as drainage rock around drain pipe, Material shall be free of debris, roots, scrap material, vegetation, refuse, and soft unsound materials. |
| 2 4 | 12 July 2015 | 5 RO | Tie Wire, 16 Gauge, Black, Annealed, (320FT/ RL) | Capido, Honduras | Intended Use: for tying rst. |

C.1.19.1 All items in Table 13 will be delivered and offloaded to Capido, Honduras construction site under the direction of the Contracting Officer Representative (COR) on 12 July 2015, with the exception of line item: #3 concrete, #7 gravel, #21 bedding sand, and #23 stone. These line items will be delivered, offloaded at no additional cost to the Government, on the date and location stipulated by the COR. The COR will notify the Contractor of the delivery date and specific location not less than 48 hours prior to any changes. The delivery dates will be from 12 July-23 August. Site changes limited to the locations identified in the PWS made with at least 48 hour notice to the Contractor will incur NO penalty.

Table 14

| # | DATE | QTY | Item | LOCATION | Additional Specifications |
|---|------|-----|------|----------|---------------------------|
|---|------|-----|------|----------|---------------------------|

| | | | | | |
|----|----------------------------------|-----------|---|--|--|
| 1 | 12 July– 20 August 2015 | 1 LO | Septic Tank Service/pump down | Juan Ramone Salgado School, Honduras | This line item is provided to allow the servicing of (pumping down) the septic tank for this specific job. |
| 2 | 12 July– 20 August 2015 | 30 CZ | SAND, BEDDING, FOR BURIED WATER AND SEWER LINES | Juan Ramone Salgado School, Honduras | Free of roots, clay, debris, and rocks larger than 1" in diameter. Used with buried sewer lines. |
| 3 | 12 July– 20 August 2015 | 1 EA | ADAPTER, MALE, 4" (100MM), MPT X H | Juan Ramone Salgado School, Honduras | PVC-DWV, ASTM D-2665. |
| 4 | 12 July– 20 August 2015 | 3 EA | BEND, 1/4, LONG SWEEP, 4" (100MM), H X H | Juan Ramone Salgado School, Honduras | PVC-DWV, ASTM D-2665. |
| 5 | 12 July– 20 August 2015 | 4 EA | BEND, 45 DEGREE, 4" (100MM), H X H (1/8 BEND | Juan Ramone Salgado School, Honduras | PVC-DWV, ASTM D-2665. |
| 6 | 12 July– 20 August 2015 | 4 LI | CEMENT, PVC, WITH APPLICATOR CAP | Juan Ramone Salgado School, Honduras | ALL PURPOSE CEMENT. |
| 7 | 12 July– 20 August 2015 | 5 EA | COUPLING, 4" (100MM), H X H, | Juan Ramone Salgado School, Honduras | PVC-DWV, ASTM D-2665. |
| 8 | 12 July– 20 August 2015 | 2 EA | FLANGE, CLOSET, 4" (100MM), HUB | Juan Ramone Salgado School, Honduras | PVC-DWV, ASTM D-2665. |
| 9 | 12 July– 20 August 2015 | 120 FT | PIPE, 4" (100MM), | Juan Ramone Salgado School, Honduras | PVC-DWV, ASTM D-1785, PLAIN ENDS, 20 FT. LG. (6 METER LG. FOR A TOTAL OF 36 METERS). |
| 10 | 12 July– 20 August 2015 | 1 EA | PLUG, CLEANOUT, 4" (100MM), MPT | Juan Ramone Salgado School, Honduras | PVC-DWV, ASTM D-2665. |
| 11 | 12 July– 20 August 2015 | 4 LI | PRIMER, PVC, W/APPLICATOR CAP | Juan Ramone Salgado School, Honduras | |
| 12 | 12 July– 20 August 2015 | 3 EA | WYE, COMBINATION & 1/8, 4" (100MM), H X H X H (ONE PIECE) | Juan Ramone Salgado School, Honduras | PVC-DWV, ASTM D-2665. |
| 13 | 12 July– 20 August 2015 | 2 SE | BOLTS, CLOSET | Juan Ramone Salgado School, Honduras | FOR SECURING WATER CLOSET TO FLANGE, STANDARD SIZE, WITH BOLTS, NUTS, |

| | | | | | |
|----|----------------------------------|------|---|--------------------------------------|--------------------------------------|
| | | | | | WASHERS, AND CAPS. |
| 14 | 12 July– 20 August 2015 | 2 EA | CLOSET, WATER (TOILET), FLOOR MOUNTED, FLOOR OUTLET, WHITE VITREOUS CHINA, WITHBOWL, TANK, TANK GASKET, AND TANK GUTS | Juan Ramone Salgado School, Honduras | |
| 15 | 12 July– 20 August 2015 | 2 EA | RING, WAX, FOR SEALING WATER CLOSET TO FLANGE. MADE BY OATEY. | Juan Ramone Salgado School, Honduras | |
| 16 | 12 July– 20 August 2015 | 2 EA | SEAT, WATER CLOSET TYPE, WHITE, PLASTIC, OPEN FRONT, WITHOUT LID | Juan Ramone Salgado School, Honduras | |
| 17 | 12 July– 20 August 2015 | 2 EA | SPEEDWAY (WATER SUPPLY TUBE), 3/8" COMP. X 7/8" BALLCOCK CONNECTION X 12 LONG | Juan Ramone Salgado School, Honduras | BRAIDED FLEXIBLE WATER SUPPLY TUBES. |

C.1.19.2 All items in Table 14 will be delivered and offloaded to Juan Ramone Salgado School, Honduras construction site under the direction of the Contracting Officer Representative (COR). The COR will notify the Contractor of the delivery date and specific location not less than 48 hours prior to any changes. The delivery dates will be from 12 July-20 August. Site changes limited to the locations identified in the PWS made with at least 48 hour notice to the Contractor will incur NO penalty.

Table 15

| # | DATE | QTY | Item | LOCATION | Additional Specifications |
|---|----------------------------------|----------|--|-------------------------------|---|
| 1 | 12 July– 20 August 2015 | 50 EA | Batton, wood, 3/8" X 2" X 4', treated, | Juan Salgado School, Honduras | Intended use: Secure welded wire mesh to windows |
| 2 | 12 July– 20 August 2015 | 2 SE | Doors, pre-hung hollow metal with frames, Full flush. | Juan Salgado School, Honduras | Door size to be 2' 8" wide X 5' 10" high, door to be installed in CMU block, to include all mounting hardware, locksets and hinges. |
| 3 | 12 July– 20 August 2015 | 4 GL | Paint, Primer/Sealer, Exterior/Interior, Latex, water-based, semi-gloss, Color: White, | Juan Salgado School, Honduras | MSDS must accompany product. Intended Use: Paint interior and exterior of CMU walls. |
| 4 | 12 July– 20 August 2015 | 1 RO | Plastic, Sunbelt 20' x 100' Black 6Mil Plastic Sheeting. | Juan Salgado School, Honduras | Intended use: Painting and general cover |
| 5 | 12 July– 20 August 2015 | 3 KT | Roller Kit, Wooster, 6-Piece Wall & Ceiling Roller Kit | Juan Salgado School, Honduras | Intended use: Painting activities. |
| 6 | 12 July– 20 | 1 RO | Screen, Mosquito, Fiberglass, .008 thread diameter, Mesh: 20 | Juan Salgado School, | |

| | | | | | |
|---|------------------------|--------|---|-------------------------------|--|
| | August 2015 | | x 20, Width: 36", Length 100' mesh, heavy duty | Honduras | |
| 7 | 12 July–20 August 2015 | 6 PG | Screw, Wood, 1 1/4" X #6, Philips, zinc coated, flat head, Package of 100 each, | Juan Salgado School, Honduras | Intended use: Used to fasten batton strip to window frame. |
| 8 | 12 July–20 August 2015 | 200 SF | Wire Mesh, Welded, Rabbit. | Juan Salgado School, Honduras | 16 gauge (1.6mm), 1" (25mm) X 1/2" (13mm) gap, galvanized. Intended use: re-cover existing windows for security. |

C.1.19.3 All items in Table 15 will be delivered and offloaded to Juan Salgado School, Honduras construction site under the direction of the Contracting Officer Representative (COR). The COR will notify the Contractor of the delivery date and specific location not less than 48 hours prior to any changes. The delivery dates will be from 12 July-20 August. Site changes limited to the locations identified in the PWS made with at least 48 hour notice to the Contractor will incur NO penalty.

Table 16

| # | DATE | QTY | Item | LOCATION | Additional Specifications |
|---|------------------------|--------|---|--------------------------------|--|
| 1 | 12 July–20 August 2015 | 3 SE | Doors, pre-hung hollow metal with frames, Full flush. Door size to be determined by others. | Vilma Yolanda School, Honduras | Door to be installed in CMU block, to include all mounting hardware, locksets and hinges. |
| 2 | 12 July–20 August 2015 | 8 GL | Paint, Primer/Sealer, Exterior/Interior, Latex, water-based, semi-gloss, Color: White, | Vilma Yolanda School, Honduras | MSDS must accompany product. Intended Use: Paint interior and exterior of CMU walls. |
| 3 | 12 July–20 August 2015 | 2 RO | Plastic, Sunbelt 20' x 100' Black 6Mil Plastic Sheeting | Vilma Yolanda School, Honduras | Intended use: Painting and general cover |
| 4 | 12 July–20 August 2015 | 5 KT | Roller Kit, Wooster, 6-Piece Wall & Ceiling Roller Kit, | Vilma Yolanda School, Honduras | Intended use: Painting activities. |
| 5 | 12 July–20 August 2015 | 6 RO | Screen, Mosquito, Fiberglass, | Vilma Yolanda School, Honduras | .008 thread diameter, Mesh: 20 x 20, Width: 36", Length 100' mesh, heavy duty. |
| 6 | 12 July–20 August 2015 | 6 PG | Screw, Wood, 1 1/4" X #6, phillips, zinc coated, flat head, | Vilma Yolanda School, Honduras | Package of 100 each. Intended use: Used to fasten batton strip to window frame. |
| 7 | 12 July–20 August 2015 | 200 SF | Wire Mesh, Welded, Rabbit. | Vilma Yolanda School, Honduras | 16 gauge (1.6mm), 1" (25mm) X 1/2" (13mm) gap, galvanized. Intended use: re-cover existing windows for security. |

C.1.19.4 All items in Table 16 will be delivered and offloaded to Vilma Yolanda School, Honduras construction site under the direction of the Contracting Officer Representative (COR). The COR will notify the Contractor of the delivery date and specific location not less than 48 hours prior to any changes. The delivery dates will be from 12 July-20 August. Site changes

limited to the locations identified in the PWS made with at least 48 hour notice to the Contractor will incur NO penalty.

Table 17

| # | DATE | QTY | Item | LOCATION | Additional Specifications |
|----|----------------------------------|-----------|---|--------------------------------------|---|
| 1 | 12 July– 20 August 2015 | 1 LO | SEPTIC TANK SERVICE/PUMP DOWN | Vilma Yolanda School, Honduras | This line item is provided to allow the servicing of (pumping down) the septic tank for this specific job. |
| 2 | 12 July– 20 August 2015 | 40 CZ | SAND, BEDDING, for buried water and sewer lines | Vilma Yolanda School, Honduras | Free of roots, clay, debris, and rocks larger than 1" in diameter. Used with buried sewer lines. |
| 3 | 12 July– 20 August 2015 | 1 EA | ADAPTER, MALE, 4" (100MM), MPT X H | Vilma Yolanda School, Honduras | PVC-DWV, ASTM D-2665. |
| 4 | 12 July– 20 August 2015 | 4 EA | BEND, 1/4, LONG SWEEP, 4" (100MM), H X H | Vilma Yolanda School, Honduras | PVC-DWV, ASTM D-2665. |
| 5 | 12 July– 20 August 2015 | 5 EA | BEND, 45 DEGREE, 4" (100MM), H X H (1/8 BEND | Vilma Yolanda School, Honduras | PVC-DWV, ASTM D-2665. |
| 6 | 12 July– 20 August 2015 | 4 LI | CEMENT, PVC, WITH APPLICATOR CAP | Vilma Yolanda School, Honduras | ALL PURPOSE CEMENT. |
| 7 | 12 July– 20 August 2015 | 6 EA | COUPLING, 4" (100MM), H X H, | Vilma Yolanda School, Honduras | PVC-DWV, ASTM D-2665. |
| 8 | 12 July– 20 August 2015 | 3 EA | FLANGE, CLOSET, 4" (100MM), HUB, | Vilma Yolanda School, Honduras | PVC-DWV, ASTM D-2665. |
| 9 | 12 July– 20 August 2015 | 120 FT | PIPE, 4" (100MM), | Vilma Yolanda School, Honduras | PVC-DWV, ASTM D-1785, PLAIN ENDS, 20 FT. LG. (6 METER LG. FOR A TOTAL OF 36 METERS). |
| 10 | 12 July– 20 August 2015 | 1 EA | PLUG, CLEANOUT, 4" (100MM), MPT, | Vilma Yolanda School, Honduras | PVC-DWV, ASTM D-2665. |
| 11 | 12 July– 20 August 2015 | 4 LI | PRIMER, PVC, W/APPLICATOR CAP | Vilma Yolanda School, Honduras | |
| 12 | 12 July– 20 August 2015 | 4 EA | WYE, COMBINATION & 1/8, 4" (100MM), H X H X H (ONE PIECE) | Vilma Yolanda School, Honduras | PVC-DWV, ASTM D-2665. |

| | | | | | |
|----|----------------------------------|------|---|--------------------------------------|--|
| 13 | 12 July– 20 August 2015 | 3 SE | BOLTS, CLOSET | Vilma Yolanda School, Honduras | For securing water closet to flange, standard size, with bolts, nuts, washers, and caps. |
| 14 | 12 July– 20 August 2015 | 3 EA | CLOSET, WATER (TOILET), | Vilma Yolanda School, Honduras | Floor mounted, floor outlet, white vitreous china, with bowl, tank, tank gasket, and tank guts, |
| 15 | 12 July– 20 August 2015 | 3 EA | RING, WAX, | Vilma Yolanda School, Honduras | For sealing water closet to flange. |
| 16 | 12 July– 20 August 2015 | 3 EA | SEAT, WATER CLOSET TYPE | Vilma Yolanda School, Honduras | White, plastic, open front, without lid, |
| 17 | 12 July– 20 August 2015 | 3 EA | SPEEDWAY (WATER SUPPLY TUBE), 3/8" COMP. X 7/8" BALLCOCK CONNECTION X 12 LONG, | Vilma Yolanda School, Honduras | Braided flexible water supply tubes. |

C.1.19.5 All items in Table 17 will be delivered and offloaded to Vilma Yolanda School, Honduras construction site under the direction of the Contracting Officer Representative (COR). The COR will notify the Contractor of the delivery date and specific location not less than 48 hours prior to any changes. The delivery dates will be from 12 July-20 August. Site changes limited to the locations identified in the PWS made with at least 48 hour notice to the Contractor will incur NO penalty.

Table 18

| # | DATE | QTY | Item | LOCATION | Additional Specifications |
|---|----------------------------------|----------|--|---|--|
| 1 | 12 July– 20 August 2015 | 42 EA | Lumber, Softwood, 2" X 4" X 16' | Juan Jose Lauriel High School, Honduras | Treated, Douglas Fir or Southern Yellow Pine, S4S, Grade #2; Intended Use: Truss Bracing. |
| 2 | 12 July– 20 August 2015 | 38 EA | Lumber, Softwood, 2" X 6" X 16', | Juan Jose Lauriel High School, Honduras | Treated, Douglas Fir or Southern Yellow Pine, S4S, Grade #2. Intended Use: Trusses. |
| 3 | 12 July– 20 August 2015 | 1 BX | Nails, Galvanized, Grip-Rite, 16D, 3- 1/2", Common, 50 Lb. Box | Juan Jose Lauriel High School, Honduras | Intended use: Build truss |
| 4 | 12 July– 20 August 2015 | 2 BX | Nails, Galvanized, Grip-Rite, 8D, 2- 1/2", Common, 50lb. Box | Juan Jose Lauriel High School, Honduras | Intended use: Build truss splicing. |
| 5 | 12 July– 20 August 2015 | 1 PG | Nails, Masonry, 1", Fluted, 2d, 5/16" Head, 9 Gauge, Hardened Steel, Pkg Size 5LB, | Juan Jose Lauriel High School, Honduras | Intended use: Secure truss clip to masonry wall. |
| 6 | 12 July– 20 | 1 BX | Nails, Sheathing/Roofing, Galvanized, 1 1/2", 3/8" Head | Juan Jose Lauriel High School, | Intended use: Secure metal sheathing to wood |

| | | | | | |
|---|------------------------|--------|---|---|--|
| | August 2015 | | Diameter, 10 Gauge Shank, with EPDM rubber washers, One box = 25 lbs. | Honduras | trusses. |
| 7 | 12 July–20 August 2015 | 120 SH | Panels, Roofing, Galvanized, Corrugated, Heavy Duty | Juan Jose Lauriel High School, Honduras | 22 Gauge, 27 1/2" Wide X 8' Long, 2 1/2" X 1/2" Corrugation. |
| 8 | 12 July–20 August 2015 | 75 EA | Truss Clips, Galvanized, Roof, Angle, 1 1/4" X 1 3/4" X 4 1/4", 18 Gauge, | Juan Jose Lauriel High School, Honduras | Intended use: Secure Truss to Bearing Wall. |
| 9 | 12 July–20 August 2015 | 15 EA | Caulk, Silicon, Clear, 11 oz Tube | Juan Jose Lauriel High School, Honduras | |

C.1.19.6 All items in Table 18 will be delivered and offloaded to Juan Jose Lauriel High School, Honduras, construction site under the direction of the Contracting Officer Representative (COR). The COR will notify the Contractor of the delivery date and specific location not less than 48 hours prior to any changes. The delivery dates will be from 12 July-20 August. Site changes limited to the locations identified in the PWS made with at least 48 hour notice to the Contractor will incur NO penalty.

Table 19

| # | DATE | QTY | Item | LOCATION | Additional Specifications |
|---|------------------------|--------|----------------------|----------------------------------|---|
| 1 | 27 July–15 August 2015 | 600 CZ | Fill, Red Clay | Buenas Aries, Trujillo, Honduras | Fill to be locally procured. Conform to local standards for road fill. Material shall be free of debris, roots, scrap material, vegetation, refuse, and soft unsound particles. |
| 2 | 27 July–15 August 2015 | 300 CZ | Gravel, Select, 3/4" | Buenas Aries, Trujillo, Honduras | Crusher Run to be locally procured, top size of 3/4" down to sand, to used as base material for roads and shoulders, compacts very well. Material shall be free of debris, roots, scrap material, vegetation, refuse, and soft unsound materials. |
| 3 | 27 July–15 August 2015 | 1 BD | Flags, Surveyors | Buenas Aries, Trujillo, Honduras | Bundle of 100 Flags, Glo-Red. |
| 4 | 27 July–15 August 2015 | 3 BD | Stakes, Wood | Buenas Aries, Trujillo, Honduras | Landscaping, 36"Long, Bundle of 25 each. |
| 5 | 27 July–15 August 2015 | 1 PK | Tape, Flagging, Roll | Buenas Aries, Trujillo, Honduras | 1 3/16" X 150', Presglo Orange, 12 rolls per pack. |

C.1.19.7 All items in Table 19 will be delivered and offloaded to Buenas Aries, Trujillo, Honduras, construction site under the direction of the Contracting Officer Representative (COR). The COR will notify the Contractor of the delivery date and specific location not less than 48 hours prior to any changes. The delivery dates will be from 27 July–15 August 2015. Site

changes limited to the locations identified in the PWS made with at least 48 hour notice to the Contractor will incur NO penalty.

C.2.0. SPECIFIC TASKS:

C.2.1 **BACKGROUND CHECKS:** The Expeditionary Service Contractor 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 T-shirts, trousers, or coveralls with company names printed on the clothing.

C.2.2. **Work Schedule:** Except as otherwise provided, the Contractor shall be available to provide support from 0600-2400 per requested worksite (C.1.5) 7 days a week in coordination with KO or COR.

C.2.2.1. In the event of vehicle breakdown/failure the Contractor shall have comparable replacement vehicle/s on-site within 4 hours.

C.2.2.2. The Contractor shall at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within this performance work statement.

C.2.3. **Vehicles:** All primary transportation shall be in excellent mechanical condition and fully operational. Vehicles shall not be more than five years old unless approved by the US Government.

C.2.3.1. Vehicles must be in compliance with all Honduran local vehicle and / or transportation regulations and law during the period of contract performance.

C.2.3.2. **Vehicles must be licensed and registered in Honduras.**

C.2.3.3. The Contractor shall ensure that drivers are able and capable of safely operating vehicles and are not under the effects of alcohol or drugs at least 8 hours prior to and during the performance of their duties. Any driver suspected of reporting for duty under the effects of alcohol or drugs will be reported to the KO and will not be allowed to perform their duties.

C.2.4. **Inspection:** The Contractor, COR, and US Government Representative shall/will conduct a joint vehicle inspection to ensure physical and mechanical condition of the vehicle and equipment satisfies the US Government needs, safety needs, and applicable local Government transportation laws.

C.2.4.1. The US Government Representative will consider all terms specific within this contract, Honduran law, and “US Safety Standards” as a guide for accepting and/or rejecting vehicles.

C.2.5. Insurance: The Contractor shall provide FULL COVERAGE insurance for their drivers and vehicles as may be required by laws and as stated in the Federal Acquisition Requirement (FAR) clause 52.228-8.

C.2.6. Drivers: Drivers shall present a neat appearance. Clothing shall be kept clean and neat (i.e. no debris, dirt, mud, stains, rips, tears or holes) as practicable considering work conditions.

C.2.6.1. Drivers shall be fully licensed within Honduras and insured before operating their assigned vehicle.

C.2.6.2. Drivers shall report for work on time as per hours specified on schedule or as instructed by the US Government’s representative KO or COR.

C.2.6.3. Drivers shall have knowledge of Honduran road networks in the vicinities of all work sites per C.1.5 as designated by the US Government Representative.

C.2.6.4. Drivers shall not consume any alcohol or drugs for at least 8 hours prior to and during the performance of their duties.

C.2.6.5. Drivers shall not text at any time when driving and will only stop in safe and authorized places to answer or make urgent phone calls.

C.3.0. GOVERNMENT FURNISHED PROPERTY AND SERVICES: None

C.4 SUPPORTING DUCUMENTS: See attached Bid Schedule.

C.5 GOVERNMENT POINT OF CONTACT: The point of contact for mission is [**Information to be provided upon award of the contract**] and designated as the Contracting Officer’s Representative (COR) or Navy Technical Representative is the POCs under this contract and can be reached at [**Information to be provided upon award of the contract**].

C.6 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 Puerto Castillo, Honduras.

PERIOD OF PERFORMANCE FOR SPS-JHSV 2015 IS: 09 July- 23 August 2015.

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.

INVOICING INSTRUCTIONS

Invoices will be processed via electronic submission (WAWF).

WAWF codes:

Acceptor: N57061

LPO: N57061

Submit invoices to:

ATTN: Julio Camana

COMUSNAVSO

BLDG 1878 NS MAYPORT

JACKSONVILLE FL, 32228

TEL: (904) 270-4550

EMAIL: julio.camana@navy.mil

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-T-0179 HONDURAS.**

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

CONTRACTING DEPARTMENT
Fleet Logistics Center
Attn: ROBERT DEANGELIS, Contract Specialist
110 Yorktown Avenue, 3rd Floor
Jacksonville, FL 32212-0097
Phone: (904) 542-1248
Fax: (904) 542-1095
e-mail: robert.deangelis@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 |

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|------|-----------------------------------|----------|---|--------|
| 0001 | POP 09-JUL-2015 TO 23-AUG-2015 | N/A | (N57061) US NAVAL FORCES COMMAND/4TH FLT LT IAN BRENNER SOUTHERN COMMAND PO BOX 280003- BLDG 1878 NS MAYPORT FL 32228-0003 904-270-4581 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 |
| 52.204-7 | System for Award Management | JUL 2013 |
| 52.204-9 | Personal Identity Verification of Contractor Personnel | JAN 2011 |
| 52.212-4 | Contract Terms and Conditions--Commercial Items | DEC 2014 |
| 52.215-5 | Facsimile Proposals | OCT 1997 |
| 52.222-19 | Child Labor -- Cooperation with Authorities and Remedies | JAN 2014 |
| 52.222-50 Alt I | Combating Trafficking in Persons (MAR 2015) Alternate I | MAR 2015 |
| 52.222-54 | Employment Eligibility Verification | AUG 2013 |
| 52.225-5 | Trade Agreements | NOV 2013 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | JUN 2008 |
| 52.225-14 | Inconsistency Between English Version And Translation Of Contract | FEB 2000 |
| 52.228-8 | 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 |
| 52.252-1 | 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 |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights | SEP 2013 |
| 252.203-7998 (Dev) | Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements—Representation. (DEVIATION 2015-O0010) | FEB 2015 |
| 252.203-7999 (Dev) | Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements. (DEVIATION 2015-O0010) | FEB 2015 |
| 252.204-7003 | Control Of Government Personnel Work Product | APR 1992 |
| 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 Country that is a State Sponsor of Terrorism | DEC 2014 |
| 252.209-7992 (Dev) | Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law - Fiscal Year 2015 Appropriations | 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 | JAN 2015 |
| 252.225-7987 (Dev) | Requirements For Contractor Personnel Performing in USSOUTHCOM Area of Responsibility | OCT 2014 |
| 252.229-7001 | Tax Relief | SEP 2014 |
| 252.232-7010 | 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

52.209-5 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 (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

52.209-9 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 (FAPIIS) 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 FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments--

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

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

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

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

(i) Past performance reviews required by subpart 42.15;

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

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

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

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure

exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

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

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

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

(End of clause)

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

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, LTCR Douglas Murphy at douglas.r.murphy@navy.mil, Mrs. Cynthia Vorachack-Hogan at oulay.vorachackhogan@navy.mil, Mr. William Jordan at william.r.jordan1@navy.mil, and Mr. Robert DeAngelis at robert.deangelis@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 RFQ.

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. 30-32**. 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.sindab@navy.mil, LT Blake Harpel at blake.harpel@navy.mil, LTCR Douglas Murphy at douglas.r.murphy@navy.mil, Mrs. Cynthia Vorachack-Hogan at oulay.vorachackhogan@navy.mil, Mr. William Jordan at william.r.jordan1@navy.mil, and Mr. Robert DeAngelis at robert.deangelis@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 the Evaluation Factors 1 through 4 listed below. 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 a price on the 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), THU, 25 JUN 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.sindab@navy.mil, LT Blake Harpel at blake.harpel@navy.mil, LTCR Douglas Murphy at douglas.r.murphy@navy.mil, Mrs. Cynthia Vorachack-Hogan at oulay.vorachackhogan@navy.mil, Mr. William Jordan at william.r.jordan1@navy.mil, and Mr. Robert DeAngelis at robert.deangelis@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 34-36.
3. FAR Clause 52.212-3, pages 44-58.
4. DFAR Clause 252.247-7022, page 70.

Tab 2. Past Performance

Past Performance Data Information Sheet and Questionnaire (pgs.30-32).

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 for all evaluation factors, 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 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 the ability to perform the services described in the RFP. The company’s level of ability to perform the work 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 the ability to perform the requirement or capability in one or more areas of the technical proposal. The company lacks the basic ability to perform the work 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 **09 July through 23 August 2015**. Therefore proposals must include all prices 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, and total price are correct.
- 2) A price reasonableness determination will be made on the 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)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2015)

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 product and service codes (PSCs) 1000-9999, except--

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;

- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

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

Sensitive technology--

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

Service-disabled veteran-owned small business concern--

- (1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the 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 |
|---------------|-------------------|
| --- | --- |
| --- | --- |
| --- | --- |

(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.

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

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

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

(3) Taxpayer Identification Number (TIN).

(___) TIN: -----.

(___) TIN has been applied for.

(___) TIN is not required because:

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

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

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

(4) Type of organization.

(___) Sole proprietorship;

(___) Partnership;

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

(___) Corporate entity (tax-exempt);

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

(___) Foreign government;

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

(___) Other -----.

(5) Common parent.

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

(___) Name and TIN of common parent:

Name - ___ .

TIN - ___ .

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

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

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

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

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

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

(2) Representation and 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)

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

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

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

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

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

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

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).

X (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)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ____ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ____ (34) 52.222-54, Employment Eligibility Verification (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.)
- ____ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ____ (36) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014)+(E.O.s 13423 and 13514).
- ____ (ii) Alternate I (Jun 2014) of 52.223-13.
- ____ (37)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- ____ (ii) Alternate I (Jun 2014) of 52.223-14.
- ____ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (39)(i) (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 (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (1) 52.222-41, 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)).

_____ (10) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

(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) _____ (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).
_____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
 - (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.
 - (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).
- (2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of provision)

52.225-6 TRADE AGREEMENTS CERTIFICATE (MAY 2014)

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

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

Other End Products

Line Item No.:

Country of Origin:-----

(List as necessary),

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. 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 those products are insufficient to fulfill the requirements of 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/lcdba.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)

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

- (a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

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)

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

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

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable.”)

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

Routing Data Table*

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

(*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”)

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

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

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(g) WAWF point of contact.

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

(Contracting Officer: Insert applicable information or "Not applicable.")

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

(End of clause)

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: Contract Specialist
Robert DeAngelis

ADDRESS: Contracting Department
NAVSUP Fleet Logistics Center Jacksonville (FLC)
Bldg. 110 Yorktown
PO Box 97
Jacksonville, FL 32212-0097

TELEPHONE: 904-542-1248
E-mail: robert.deangelis@navy.mil

NAME: Contracting Officer
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
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,

NBZ043

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