SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER: N6304316RC005CH

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			N68836-16-T-0048	06-Apr-2016

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	MAYA N. MAXIES-CLEMONS	904-542-1038	02:00 PM 22 Apr 2016

9. ISSUED BY CODE N68836

NAVSUP FLC JACKSONVILLE CONTRACTS DIV
MAYA MAXIES-CLEMONS
110 YORKTOWN AVE, 3RD FLOOR NAS
JACKSONVILLE FL 32212-0097

TEL: 904-542-1038
FAX: 904-542-1095

10. THIS ACQUISITION IS
- [ ] UNRESTRICTED
- [X] SET ASIDE: 100 % FOR
  - [X] SB
  - [ ] HUBZONE SB
  - [ ] 8(A)
  - [ ] SVC-DISABLED VET-OWNED SB
  - [ ] EMERGING SB

SIZE STD: 35.5M NAICS: 722310

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
- [X] RFQ
- [ ] IFB
- [ ] RFP

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE

FACILITY CODE

TEL.

18a. PAYMENT WILL BE MADE BY CODE

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

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

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES
- [X] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE
- [ ] OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

31c. DATE SIGNED

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*

TEL: EMAIL:

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)

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

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	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ 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 *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		110	Days		
	Full Food and Mess Attendant Services FFP BASE PERIOD-Contractor shall provide Full Food and Mess Attendant Services Support at the Roy M. Wheat Dining Facility, Naval Air Station, Meridian, MS. The Period of Performance will be for 110 days, from 13 June 2016 through 30 September 2016. Services are to be performed in accordance with the Performance Work Statement. FOB: Destination MILSTRIP: N6304316RC005CH PURCHASE REQUEST NUMBER: N6304316RC005CH				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION		12	Months		
	Full Food and Mess Attendant Services FFP OPTION PERIOD ONE-Contractor shall provide Full Food and Mess Attendant Services Support at the Roy M. Wheat Dining Facility, Naval Air Station, Meridian, MS. Period of Performance is 01 October 2016 through 30 September 2017. Services are to be performed in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: N6304316RC005CH				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	Full Food and Mess Attendant Services FFP OPTION PERIOD TWO-Contractor shall provide Full Food and Mess Attendant Services Support at the Roy M. Wheat Dining Facility, Naval Air Station, Meridian, MS. Period of Performance is 01 October 2017 through 30 September 2018. Services are to be performed in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: N6304316RC005CH	12	Months		
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 OPTION	Full Food and Mess Attendant Services FFP OPTION PERIOD THREE-Contractor shall provide Full Food and Mess Attendant Services Support at the Roy M. Wheat Dining Facility, Naval Air Station, Meridian, MS. Period of Performance is 01 October 2018 through 30 September 2019. Services are to be performed in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: N6304316RC005CH	12	Months		
				NET AMT	

PERFORMANCE WORK STATEMENT

PWS

Performance Work Statement
Full Food and Mess Attendant Services
Naval Air Station, Meridian MS

1.0 SCOPE

The Commander Navy Region Southeast (CNRSE) is requesting contract services through Naval Supply Systems Command, (NAVSUP) Fleet Logistics Center (FLC) Jacksonville for the procurement of full food and mess

attendant services. The services being requested are to be provided for the Roy M. Wheat Dining Facility located at Naval Air Station (NAS) Meridian, MS.

1.1 BACKGROUND

The Roy M. Wheat Galley Dining Facility provides direct subsistence support to state supported Regional Counterdrug Training Academy (RCTA) students, Naval Education and Training Command (NETC) students and NAS military personnel at NAS Meridian MS. The required services will be utilized in direct support of the mission at NAS Meridian, MS.

2.0 ACRONYMS, FORMS, and PUBLICATIONS

The Contractor shall comply with the requirements contained in the following publications and directives to the extent they apply to the services covered by this contract. All publications listed will be provided by the Government at the start of the contract. Supplements or amendments to listed publications from any organizational level may be issued during the life of the contract. The Contractor shall immediately implement those changes in publications which result in a decrease or no change in the contract price. Prior to implementing any revision, supplement, or amendment that shall result in an increase in contract price, the Contractor shall submit to the Contracting Officer a price proposal and obtain prior approval of the Contracting Officer. Said price proposal shall be submitted within 30 calendar days from the date the contract receives notice of the revision, supplement, or amendment given rise to the increase in cost of performance.

a. Acronyms

AQL	Acceptable Quality Level
AFRS	Armed Forces Recipe Service
BAS	Basic Allowance for Subsistence
BDFA	Basic Daily Food Allowance
DFA	Dining Facility Attendant
EBO	Emergency Breakout
FSW	Food Service Worker
FSO/COR	Food Services Officer
FFS	Full Food Service
FSM	Food Service Management
GEF	Government Furnished Equipment/Material
HACCP	Hazard Analysis Critical Control Point

OTCNET	Over the Counter (OTC) Deposit Processing Network
PRS	Performance Requirements Summary
PHF	Potentially Hazardous Food
QA	Quality Assurance
QAE	Quality Assurance Evaluator
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
SIK	Subsistence-in-Kind
TDZ	Temperature Danger Zone
VIP	Very Important People

b. Forms:

1) DD Form 1544 (Cash Meal Payment/Sheet) - www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm
2) Food Safety/Sanitation Training Certificate (NAVMED 4061/1)
3) Tri-Service Publication 5010 - Manual of Naval Preventive Medicine
4) NAVSUP Form 335 - Subsistence Ledger
5) NAVSUP Form 338 - General Mess Control Record
6) NAVSUP Form 1090 - Food Preparation Worksheet
7) NAVSUP Form 1059 – Smooth Inventory Sheet
8) NAVSUP Form 1291 - Meal Signature Record (Ashore)
9) NAVSUP Form 1292 - Recapitulation of Meal Record (Ashore)
10) NAVSUP Form 1282 - Food Item Request/Issue Document
11) NAVSUP Form 1359 - General Mess Summary Document

c. Publications:

1) Service Act Directory of Occupations, 4th Edition – http://www.dol.gov/whd/regs/compliance/wage/index.htm
2) SECNAV Instructions 4061.1 "Food Service Sanitation Training Program"
3) NAVSUP P-486 - Food Service Management General Messes
4) U.S. Navy HAZMAT Regulations

3.0 PERFORMANCE REQUIREMENTS

The Contractor shall provide all personnel, supervision, and all items and services necessary to perform full food and mess attendant services at the Roy M. Wheat Dining Facility, located at Naval Air Station (NAS) Meridian, MS as specified in this Performance Work Statement (PWS). The estimated quantities of work are contained in Technical Exhibit (TE) 2.

3.1 The required tasks include, but are not limited to the following: preparing of meals; serving and replenishing

food; preparing all salads, vegetables, and fruits; cleaning facilities, equipment, and utensils; furnishing operating supplies and consumables not provided by the Government; operating sculleries, performing all food service records keeping and accounting functions; performing administrative paperwork as required by job position and regulations; maintaining and operating provisions storerooms; maintaining compliance with sanitation procedures; and in the event of contingency, performing all required tasks to include cooking to ensure continued services are provided.

3.1.1 The Contractor shall furnish managerial, administrative and direct labor personnel to accomplish all work required. The food service workers' work force shall be adequately supervised and trained. The Dining Facility Attendant Supervisor (Project Manager) shall be assigned with authority to manage the entire operational food service work force. The Dining Facility Attendant Supervisor or assistant supervisor shall be designated and in charge of operations during all hours of operations and at all times during all meals.

3.1.2 The Contractor shall provide sufficient personnel to provide complete operations for ordering, receiving, transporting, storing, issuing internal accounting and inventory control of Government provided subsistence, using NAVSUP Instructions and applicable forms as described in section 2.0 herein.

3.1.3 The Contractor shall provide personnel to operate the sculleries located in the pots and pan room.

3.1.4 The Contractor shall be responsible for trash pickup around the patios and building and shall keep the grounds within 20 feet around facility free of debris, such as cigarette butts, leaves and trash. The Government is responsible for the ground maintenance.

3.1.5 The Contractor shall provide a sufficient change fund to adequately make change throughout the entire meal period.

Note: The Contractor shall maintain a minimum 95% inventory count validity of subsistence items on-hand to compare to official Food Service Management (FSM) records at all times.

3.1.6 The Contractor shall provide warehouse personnel to receive, unload, label, and store inventory subsistence items delivered. Warehouse personnel shall issue and return provisions for the general mess. Issues to the general mess shall be done in accordance with (IAW) the NAVSUP P-486 and shall include ordering, shelving, and stocking provisions sufficient to support all galley facilities.

3.1.7 The Contractor shall provide sufficiently qualified personnel to maintain all dining facility, subsistence accounts and stock control records, including a Bulk Storeroom Custodian.

3.1.8 The Contractor shall designate the individuals responsible for subsistence supplies in writing to the Food Service Officer/Contracting Officer's Representative (FSO/COR) within five (5) days of the contract award date, and immediately upon change of personnel. Copies of the designation shall be posted in the appropriate area throughout the dining facility and storage areas.

3.1.9 The Contractor shall ensure subsistence items are issued only to the enlisted dining facility.

3.1.10 The Contractor shall record on the NAVSUP Form 1059, a monthly wall to wall inventory of all subsistence items on the last day of each month. All inventories shall be completed the same day jointly by the Contractor and the FSO/COR. The Contractor shall provide the FSO/COR a copy of the inventory after the final reconciliation of the dining facility subsistence records. The Contractor shall designate an employee to sign monthly inventories prior to submission. Inventories shall not be signed by anyone other than the designated employee. The Contractor shall reimburse the Government for any and all inventory discrepancies for lost or destroyed items in excess of 5% per line item and 4% per total inventory discovered during the monthly inventory. All discrepancies shall be reconciled and posted to the records in accordance with NAVSUP P-486.

3.1.11 The Contractor shall keep emergency breakouts (EBO) to less than 5% of the daily breakout.

3.1.12 The Contractor shall staff all designated serving lines with qualified personnel during meal periods to feed a minimum of 4-6 patrons per minute.

3.1.13 The Contractor shall utilize the daily Food Preparation Worksheet (NAVSUP 1090) in the daily food preparation. The completed NAVSUP 1090 shall be submitted to the FSO/COR the following working day to be included in the FSO/COR accountability files.

3.1.14 The Contractor shall use the standard recipes of the Armed Forces Recipe Services, and local recipes approved by the FSO/COR. The Contractor shall notify the FSO/COR at least two days in advance if the cycle menu has to be changed due to subsistence shortages, shipment delays or special occasion meals.

3.1.15 Specialty meals, such as ethnic meals and holiday meals, may be added to the menu by the FSO/COR.

3.1.16 The Contractor shall provide cashier services and maintain menu boards as required.

3.2 Contractor Personnel

3.2.1 General

The Contractor shall furnish managerial, administrative and direct labor personnel necessary for accomplishing all work required herein. Contractor personnel shall be supervised and shall maintain the appropriate level of training to perform their assigned tasks at all times. The Project Manager, Assistant Project Manager, Bulk Storeroom Custodian (JOD), and Records Keeper are considered key personnel.

3.2.2 Personnel Designations and Rosters

The Contractor shall furnish the FSO/COR a list of supervisors and shall designate in writing at least 10 days prior to contract start date, a Project Manager and at least one Assistant Project Manager who shall act during the absence of the Project Manager. The Contractor shall furnish a list of all Contractor personnel employed to perform the requirements of the PWS herein. The Contractor shall submit to the FSO/COR the initial supervisory and employee list(s) and alternate Project Manager designation 10 days prior to the contract start date, and shall furnish a listing and designation within one work week after the Contractor makes any changes in personnel or personnel designation. The Contractor shall include the Project Manager and Assistant Project Manager's designation information and provide contact information as to how the Project Manager and his or her assistant can be reached after normal working hours, in case of emergency. The employee list and designations may be combined into one list, at Contractor discretion.

3.2.3 Project Manager

The Contractor shall provide an on-site Project Manager and an Assistant with authority to obligate the Contractor to direct work within the dining facilities and be responsible for the overall performance (including Subcontractors) to meet the specified performance standards. The Project Manager or assistant shall supervise employees at all times and be available to meet with any designated Government representative. The Project Manager shall meet the minimum qualifications listed below.

<u>Qualifications</u>:

- Shall be proficient in and have the ability to fluently read, write, speak, and understand English.
- Skills to effectively communicate with every Contractor employee and Government personnel.
- Shall have at least four (4) years of experience (with at least two (2) years at supervisory level) in managing cafeteria style or multi-entree operations providing complete meal service (breakfast, lunch and dinner) at Government dining facilities or schools of over 100 people.
- Within the past two (2) years, shall have experience in contingency or emergency feeding operations.

- High school graduate.
- Shall have at least three (3) years of experience in military food service within the pay grade of E-7, warrant or
  commissioned officer may be credited as management experience for this position.
- Shall have obtained a sanitation and food safety certification within the past four (4) years or shall obtain certification prior to contract start date.

3.2.3.1 Accessibility during working hours and emergency situations

The Project Manager (or Assistant) shall be physically on site during all regular working hours (0430-1830) and available to meet with Government representatives as necessary; and shall be available for responding to emergency situations 24 hours a day, seven (7) days a week; and shall be on site within two (2) hours following telephonic notification.

3.2.3.2 Authority

The Project Manager shall have the authority to make and implement decisions regarding routine matters related to the PWS and to act on behalf of the Contractor during emergencies which require immediate response. The Project Manager shall work directly with the FSO/COR to resolve problems.

3.2.4 Assistant Project Manager

The Contractor shall provide an Assistant Project Manager who in the absence of the Project Manager has authority to obligate the Contractor to direct work within the dining facilities and be responsible for the overall performance (including Subcontractors) to meet the specified performance standards. During required working hours, the Project Manager and the Assistant Project Manager shall not be off site at the same time, unless approved by the Government**.**

Qualifications:

- Shall be proficient in and have the ability to fluently read, write, speak, and understand English.
- Skill to communicate effectively with every Contractor employee and Government personnel.
- Shall have at least two (2) years experience (with at least one year supervisory level experience) in managing cafeteria style or multi-entree operations providing complete meal service (breakfast, lunch and dinner at Government dining facilities or schools of over 100 people).
- Three (3) years experience as a unit manager or assistant manager.
- High school graduate.
- Shall have at least three (3) years of experience in military food service within the pay grade of E-7, warrant or commissioned officer may be credited as management experience for this position.
- Shall have obtained a sanitation and food safety certification within the past four years or shall obtain certification prior to contract start date.

3.2.5 Supervisors

Qualifications: Minimum acceptable qualifications for supervisors shall include:

- Shall be proficient in and have the ability to fluently read, write, speak, and understand English.
- Four (4) years of working experience in Government or commercial kitchen and dining room facilities with equipment and operations equivalent to the work required in the PWS herein.
- Shall have at least two (2) years of experience shall have been held in a supervisory or work leader position.

3.2.6 Records Keeper

The Contractor shall provide personnel to perform the functions of requisitioning stores, documenting daily transactions and maintaining financial records in support of the reports, records and returns submissions required per the NAVSUP P-486.

Qualifications:

- Shall be proficient in and have the ability to fluently read, write, speak, and understand English.
- Minimum seven (7) years accounting background.
- Two (2) years experience in Food Service Management Program (FSM) or have completed an approved FSM Course. Personnel shall post subsistence item receipts within three (3) business days.
- Shall manage all matters related to financial management of the general mess and issues of accountability in accordance with NAVSUP P-486.
- Shall maintain the General Mess Control Record (NAVSUP Form 338) up to date within two (2) current working days.
- Shall be computer literate to perform work in and support web based reporting and accounting.
- Shall have the ability to receive CAC access.

3.2.7 Bulk Storeroom Custodian

Bulk Storeroom Custodian is responsible for bulk subsistence storerooms in which dry, chilled and frozen provisions are maintained. The Bulk Storeroom Custodian is responsible for maintaining security and inventory accuracy of all accountable food and preserving its condition; monitoring and recording temperatures of storerooms and acting as receipt inspector of stores.

Qualifications:

- Shall be proficient in and have the ability to fluently read, write, speak, and understand English.
- At least two (2) years experience in bulk subsistence storeroom management.
- Required skills include proper subsistence storage practices and basic mathematical skills. Assigned personnel shall be designated in writing.

3.2.8 Head Cook

Minimum acceptable qualifications for this position shall include experience as a cook in a large institutional kitchen.

Qualifications:

- Shall be proficient in and have the ability to fluently read, write, speak, and understand English.
- Two (2) years of experience in Government or commercial kitchen and dining room facilities.
- One (1) of the 2 years of experience shall have been held in a supervisory position or work leader position.
- Knowledgeable in food preparation equivalent to Cook II.
- Shall possess basic skills in arithmetic, simple record keeping, portion control, preparation of special dietary meals, tables of weights and measures, recipe conversion, supervisory, training principles and practices. This is a working supervisory position.

3.2.9 Cook II

Cook II is responsible for preparing food using various cooking methods to make food suitable for eating. Food service attendant workers, and food service attendant supervisors, SHALL NOT be assigned duties as a cook. Minimum acceptable qualifications for this position shall include experience as a cook in a large institutional kitchen.

Qualifications:

- Shall be proficient in and have the ability to fluently read, write, speak, and understand English.
- Two (2) years of experience in Government or commercial kitchen and dining room facilities.
- Required skills include safe operation and maintenance for all kitchen equipment, proper food sanitation and storage practices, basic arithmetic, simple record keeping, tables of weights and measures, portion control and recipe conversion.

3.2.10 Cook I

Cook I independently performs moderately difficult task in preparing small quantities of quickly prepared food. Food service attendant workers, and food service attendant supervisors, SHALL NOT be assigned duties as a cook. Minimum acceptable qualifications for this position shall include experience as a cook/baker in a large institutional kitchen.

Qualifications:

- Shall be proficient in and have the ability to fluently read, write, speak, and understand English.
- Two (2) years of experience in Government or commercial kitchen and dining room facilities.
- Required skills include safe operation and maintenance for all kitchen equipment, proper food sanitation and storage practices, basic arithmetic, simple record keeping, and portion control.
- Communicate and interact among Contractor management and personnel.

3.2.11 Food Service Worker (FSW)

Perform a variety of tasks concerned with the preparation and serving of foods and beverages. The FSW shall wash, peel, scrape, and cut vegetables and fruits; prepare simple salads; cut, slice, plate and garnish cakes and pies; prepare coffee, tea and other beverages; serve proper rations on trays or plates and pour beverages; prepare dining and serving areas by setting up counters, stands and tables; place food containers in serving order; fill salt and pepper shakers; scrape, wash and sort dishes, glassware and silverware; clean kitchen equipment, pots and pans, counters, and tables; and sweep and mop floors.

Qualifications:

- Shall be proficient in and have the ability to fluently read, write, speak, and understand English.
- Skill to communicate effectively with every Contractor employee and Government personnel.

3.2.12 Dishwasher

The Contractor shall provide personnel to perform the function of dishwasher, to manually or mechanically wash and rinse dishes, glasses and silverware; maintain proper temperature for sterilization and add soap as required and perform other duties as assigned.

Qualifications:

- Shall be proficient in and have the ability to fluently read, write, speak, and understand English.
- Skill to communicate effectively with every Contractor employee and Government personnel.

3.2.13 Cash Collection Agent

The Contractor shall provide personnel to perform the function of cash collection agent, documenting daily cash transactions, and maintain financial records in support of the reports, records, and returns required by NAVSUP.

Qualifications:

- Shall be proficient in and have the ability to fluently read, write, speak, and understand English.
- Shall have the ability to receive Common Access Card (CAC) access to support Over the Counter Network (OTCnet) web based deposit process.
- Shall understand bank credit card operations and how to reconcile with the bank.
- Shall be computer literate to perform work in and support web based reporting and accounting.
- Shall possess basic mathematical skills.

3.3 Replacement of Key Personnel: The Project Manager, Assistant Project Manager, Bulk Storeroom Custodian, and Records Keeper are considered key personnel. The Contractor shall provide resumes on all key personnel to the Government within five (5) working days after contract award. Should the Contractor find it necessary to replace key personnel, the Contractor shall, to the extent possible, provide advance notification to the FSO/COR and a resume of the proposed candidate that supports the experience requirements listed herein. In the event of an emergency, the installation of new essential personnel shall be followed by a resume of the proposed candidate within 10 working days.

3.4 Conduct: Contractor employees shall not loiter in any working or patron area. Upon completion of their assigned shifts or after eating, Contractor employees shall promptly depart from the food service facilities. The use of alcoholic beverages, illegal drugs, or profane or offensive language (either verbal or written) by Contractor employees while on duty is strictly prohibited. The Contractor shall immediately remove employees from duty who are under the influence of alcohol or drugs. The Contractor shall be responsible for scheduling and paying for drug testing in accordance with the Contractor's drug testing policies. Contractor employees shall adhere to and comply with all Federal, State, DOD Equal Opportunity Policies and Guidelines.

3.5 Status of Employment: The Contractor shall not employ any illegal alien in the performance of work under this contract in violation of the immigration laws of the United States. The Contractor shall not employ any person who is an employee of the United States Government nor shall the Contractor employ any off-duty active duty military personnel to perform work under this contract.

3.6 Contractor Personnel Meals: Contractor personnel who work in dining facilities under this contract may purchase food and beverages, to be consumed in the facility, while on duty and up to 30 minutes before or after their assigned shifts. Employees shall pay the established standard meal rate, which includes the Government authorized surcharge. This policy does not apply to a spoon size taste/sampling by personnel assigned to quality control. All meals shall be paid on a cash basis. There shall be no credit sales. Contractor employees purchasing food shall sign the meal consumption log, which the Contractor retains for each meal period as proof of payment.

3.7 Personnel Sanitation Requirements: Personnel shall maintain compliance with sanitation and food safety standards in accordance with Tri-Service P-5010.

3.7.1 Employee Health: The Contractor shall require employees to report any information concerning their health and activities as they relate to diseases that are transmittable through food. This includes, but not limited to the following illnesses: Escherichia coli, shigella, salmonella, Hepatitis A virus, jaundice, infected wounds, boils, and any intestinal illness. The Government reserves the right to exclude/restrict any employee who exhibits signs of such illnesses, and require employee to provide medical documentation from a physician that specifies that employee is free of disease prior to returning to work.

3.7.2 Physical Examinations: The Contractor shall employ personnel who are medically fit. Personnel shall receive medical clearance prior to employment. The Contractor shall furnish, at Contractor's expense, a medical certificate for each employee in the kitchen, dining halls and food handling facilities, or who, in any way, comes in contact with the handling of food in carrying out the provisions of this contract. The Contractor shall be responsible for the cost and completion of initial and subsequent physical examinations for Contractor employees. These examinations shall provide, as a minimum, a certified statement from a qualified health provider that the employee is free of communicable diseases, particularly evidence of tuberculosis. Personnel having any open lesions, particularly of the hands, face or neck, or acne of the face, shall be prohibited from performing food service duty. All food

service personnel who have been away from their duties for 30 days or more shall have a medical examination prior to resumption of duty. The Contractor shall be responsible for the cost of the required medical examination. If any of the Contractor's employees are found medically unfit to perform their duties under this contract, the Contractor shall promptly remove and replace the employee with medically examined and fit personnel.

3.8 Uniforms: The Contractor shall provide employee uniforms, nametags, and any other specialty clothing (jackets, gloves, rubber gloves, aprons, etc.) and undershirts (including long sleeve shirts during winter months). Undershirts shall be white and of cotton material. Employees shall wear clean, neat, pressed and well-fitting uniforms at all times while performing assigned duties. All uniforms shall be consistent with the pattern and material agreed upon with the Contractor and FSO/COR. The Contractor shall have available uniforms for any newly hired personnel. Uniforms shall not contain commercial advertising except that the hats and/or nametags may contain the Contractor's name. The standard dress for management/supervisors shall be approved by the FSO/COR prior to the contract start date. Shoes shall be black and shall meet sanitation and Federal/State safety requirements. Open toed shoes, sandals, sneakers, and heels higher than 2 inches, shall not be worn.

3.8.1 Hair nets, facial masks, aprons and caps shall be supplied by the Contractor, and shall be worn by Contractor personnel where appropriate, in accordance with Tri-Service P-5010. Contract employees shall wear acceptable hair restraints (hats, caps, hair nets) to prevent loose hair from falling into food or onto food contact surfaces. These restraints shall cover the entire hair area.

3.8.2 All personnel shall wear nametags furnished by the Contractor with a minimum of the last name. Nametags worn by the Project Manager(s) and supervisors shall indicate the employee's job title.

3.9 Training General: The Contractor shall develop, conduct and be responsible for the cost of the training requirements to support the requirements of the work required in the PWS herein and ensure that contract personnel are qualified to perform their assigned tasks at the start of the contract. The Contractor shall develop and conduct a training program for all employees that complies with the SECNAV Instruction 4061.1C Food Service Sanitation Training Program.

3.9.1 Training Requirements: The Contractor food service employees shall receive a minimum four (4) hours initial training and four (4) hours annual refresher food sanitation training. New food service personnel shall receive this training within the first 30 days of employment. This requirement for annual training need not be conducted in a consecutive 4-hour block of time. Subject matter of this training shall include, but not be limited to: Personal Hygiene/Health Requirements; familiarization with all written Contractor technical and quality control procedures and instructions; proper use and handling of germicidal detergents, supplies and equipment; basic bacteriological concepts, including how disease is caused, transmitted and prevented, reduced, or contained through proper housekeeping methods; familiarization with the Government's fire prevention and safety procedures; cleaning & sanitizing, food preparation and serving, and energy conservation practices. This shall in no way limit the amount of training necessary to meet specific requirements for the work required to support the food service facility.

3.9.2 Training Records: Contractor employees training, certificates, and attendance rosters shall be maintained by the Contractor and shall be provided to the FSO/COR for review, upon request. A separate Food Safety/Sanitation Training Certificate (NAVMED 4061/1) for each food employee shall be current and kept on file in a central location.

3.9.3 Training Instructor Qualifications: All required formal Contractor training shall be administered (i.e., taught, facilitated) by persons who are qualified to instruct or teach the specific subjects or topics required. Certification to instruct the specific subject shall be in the form of a certificate issued by an accredited institution of learning (school, college, university etc.), a Federal, state, or county, educational certification body (agency, board, commission, etc.), or by documentation that the person instructing has sufficient experience in/with the subject matter to instruct the subject in an authoritative, practical, and current manner. Instructors qualified to teach the food safety/sanitation training shall have completed an 18-hour supervisor/manager food service sanitation/food safety training course. Such certification (documentation) offered shall be current (by date) and shall meet the approval of the FSO/COR.

3.9.4 All food service personnel shall be familiar with the power sources required for all food service equipment. Personnel shall have a thorough knowledge of equipment operation and comply with posted safety instructions. Personnel shall have a thorough working knowledge of basic firefighting techniques.

3.10 Security Requirements: All personnel employed by the Contractor in the performance of this contract, or any representative of the Contractor entering the Government installation, shall abide by all security regulations of the installation. The Government reserves the right to direct the removal of an employee for misconduct or security reasons. This action does not relieve the Contractor from total performance of the contract tasks described herein.

3.10.1 Security Clearance: The Contractor shall furnish the FSO/COR the names of all personnel hired to perform work under this contract within 10 working days after contract award. The names shall be accompanied by a brief personal history statement, including but not limited to: (a) statement of facts of any criminal convictions other than minor traffic violations; (b) statement and facts of any conviction in a military or civil court; (c) statement and facts of membership in any organization which advocates the overthrow of the United States Government; and (d) a record of employment covering the immediate preceding year.

3.10.2 The Security Officer, at NAS Meridian, will issue identification cards as required for access to the installation for all Contractor employees considered qualified. Identification furnished for approved employees shall be returned to the FSO/COR by the Contractor immediately when such employees are no longer employed under this Contract.

3.10.3 The Contractor shall maintain proper security protocol in accordance with base regulations and provide the FSO/COR with personal background information of individuals assigned to financially sensitive positions (i.e. FSM Records-keeper, Storeroom custodian, SMART Card Coordinator, STORES operator, Cashiers, and Galley Administrative Supervisor).

3.10.4 Security approval of all Contractor personnel shall be obtained through the Base Security Office. The Contractor is responsible for the cost of security clearance investigations should one be required for controlled access areas in the performance of the Contractor employees assigned duties.

3.10.5 Navy Commercial Access Control System (NCACS): The Contractor shall ensure that employees have access to the military installation covered under the NCACS. Commander, Navy Installations Command (CNIC), has established the NCACS, a standardized process for granting unescorted access privileges to vendors, Contractors, suppliers, and service providers not otherwise entitled to the issuance of Department of Defense Common Access Card (DoD CAC) who seeks access to and can provide justification to enter Navy installations and facilities. Visiting vendors may obtain daily passes directly from the individual Navy Installations by submitting identification credentials for verification and undergoing a criminal screening/background check. Alternatively, if the vendor so chooses, it may voluntarily elect to obtain long-term credentials through enrollment, registration, background vetting, screening, issuance of credentials, and electronic validation of credentials at the vendor's own cost through a designated independent Contractor NCACS service provider. Credentials will be issued every five years and access privileges shall be reviewed/renewed on an annual basis. The costs incurred to obtain Navy Installation access of any kind are not reimbursable, and the price(s) paid for obtaining long-term NCACS credentials will not be approved as a direct cost of this contract. You can access additional information by calling 1-877-727-4342 or go online to http://rapidgate.com.

3.10.6 Key and Security Code Control: The Contractor shall establish and implement a key and security access code control procedures to ensure that all keys and security access codes issued to the Contractor by the Government, are not lost, misplaced, nor used by unauthorized persons IAW the NAVSUP P-486. The Contractor shall immediately report the FSO/COR any occurrences of lost, unauthorized use, or unauthorized duplication of keys or access codes. In the event keys are lost or duplicated, the Contractor shall be required to re-key or replace the affected lock or locks at Contractor’s expense.

3.10.7 The Contractor shall be in compliance with all DOD Personally Identifiable Information (PII) – Information Assurance Policies.

3.10.8 Contractor Unclassified Access to Federally Controlled Facilities, Sensitive Information, Information Technology (IT) Systems or Protected Health Information (July 2013)

Homeland Security Presidential Directive (HSPD)-12, requires Government agencies to develop and implement Federal security standards for Federal employees and Contractors. The Deputy Secretary of Defense Directive-Type Memorandum (DTM) 08-006 – "DoD Implementation of Homeland Security Presidential Directive – 12 (HSPD-12)" dated November 26, 2008 (or its subsequent DoD instruction) directs implementation of HSPD-12. This clause is in accordance with HSPD-12 and its implementing directives.

APPLICABILITY
This clause applies to Contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DoN or DoD computer/network/system to perform certain unclassified sensitive duties. This clause also applies to Contractor employees who access Privacy Act and Protected Health Information, provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Position, as advised by the Command Security Manager. It is the responsibility of the responsible Security Officer of the command/facility where the work is performed to ensure compliance.

Each Contractor employee providing services at a Navy Command under this contract is required to obtain a DoD CAC. Additionally, depending on the level of computer/network access, the contract employee will require a successful investigation as detailed below.

ACCESS TO FEDERAL FACILITIES
Per HSPD-12 and implementing guidance, all Contractor employees working at a federally controlled base, facility or activity under this clause will require a DoD CAC. When access to a base, facility or activity is required Contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy Command and shall out-process prior to their departure at the completion of the individual's performance under the contract.

ACCESS TO DOD IT SYSTEMS
In accordance with SECNAV M-5510.30, Contractor employees who require access to DoN or DoD networks are categorized as IT-I, IT-II, or IT-III. The IT-II level, defined in detail in SECNAV M-5510.30, includes positions which require access to information protected under the Privacy Act, to include Protected Health Information (PHI). All Contractor employees under this contract who require access to Privacy Act protected information are therefore categorized no lower than IT-II. IT Levels are determined by the requiring activity's Command Information Assurance Manager. Contractor employees requiring privileged or IT-I level access, (when specified by the terms of the contract) require a Single Scope Background Investigation (SSBI) which is a higher level investigation than the National Agency Check with Law and Credit (NACLC) described below. Due to the privileged system access, a SSBI suitable for High Risk public trusts positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information Assurance Technical Level 1, and must be trained and certified on the Operating System or Computing Environment they are required to maintain.

Access to sensitive IT systems is contingent upon a favorably adjudicated background investigation. When access to IT systems is required for performance of the Contractor employee's duties, such employees shall in-process with the Navy Command's Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The decision to authorize access to a Government IT system/network is inherently Governmental. The Contractor supervisor is not authorized to sign the SAAR-N; therefore, the Government employee with knowledge of the system/network access required or the FSO/COR shall sign the SAAR-N as the "supervisor".

The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

When required to maintain access to required IT systems or networks, the Contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

INTERIM ACCESS
The Navy Command's Security Manager may authorize issuance of a DoD CAC and interim access to a DoN or DoD unclassified computer/network upon a favorable review of the investigative questionnaire and advance favorable fingerprint results. When the results of the investigation are received and a favorable determination is not made, the Contractor employee working on the contract under interim access will be denied access to the computer network and this denial will not relieve the Contractor of his/her responsibility to perform.

DENIAL OR TERMINATION OF ACCESS
The potential consequences of any requirement under this clause including denial or termination of physical or system access in no way relieves the Contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and Subcontractor employees. The Contractor shall insert this clause in all subcontracts when the Subcontractor is permitted to have unclassified access to a federally controlled facility, federally-controlled information system/network and/or to Government information, meaning information not authorized for public release.

CONTRACTOR'S SECURITY REPRESENTATIVE
The Contractor shall designate an employee to serve as the Contractor's Security Representative. Within three work days after contract award, the Contractor shall provide to the requiring activity's Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor's Security Representative. The Contractor's Security Representative shall be the primary point of contact on any security matter. The Contractor's Security Representative shall not be replaced or removed without prior notice to the Contracting Officer and Command Security Manager.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO NATIONAL SECURITY POSITIONS OR PERFORMING SENSITIVE DUTIES

Navy security policy requires that all positions be given a sensitivity value based on level of risk factors to ensure appropriate protective measures are applied. Navy recognizes Contractor employees under this contract as Non-Critical Sensitive [ADP/IT-II] when the contract scope of work require physical access to a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform unclassified sensitive duties. This designation is also applied to Contractor employees who access Privacy Act and Protected Health Information (PHI), provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Positions. At a minimum, each Contractor employee must be a US citizen and have a favorably completed NACLC to obtain a favorable determination for assignment to a non-critical sensitive or IT-II position. The NACLC consists of a standard NAC and a FBI fingerprint check plus law enforcement checks and credit check. Each Contractor employee filling a non-critical sensitive or IT-II position is required to complete:

- SF-86 Questionnaire for National Security Positions (or equivalent OPM investigative product)
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. Background investigations shall be reinitiated as required to ensure

investigations remain current (not older than 10 years) throughout the contract performance period. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

Regardless of their duties or IT access requirements ALL Contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy Command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Employees requiring IT access shall also check-in and check-out with the Navy Command's Information Assurance Manager. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

The Contractor shall ensure that each contract employee requiring access to IT systems or networks complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. Contractor employees shall accurately complete the required investigative forms prior to submission to the Navy Command Security Manager. The Navy Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM). Suitability/security issues identified by the Navy may render the Contractor employee ineligible for the assignment. An unfavorable determination made by the Navy is final (subject to SF-86 appeal procedures) and such a determination does not relieve the Contractor from meeting any contractual obligation under the contract. The Navy Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DON Central Adjudication Facility (CAF) for a determination.

If the Contractor employee already possesses a current favorably adjudicated investigation, the Contractor shall submit a Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS) or a hard copy VAR directly from the Contractor's Security Representative. Although the Contractor will take JPAS "Owning" role over the Contractor employee, the Navy Command will take JPAS "Servicing" role over the Contractor employee during the hiring process and for the duration of assignment under that contract. The Contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO OR PERFORMING NON-SENSITIVE DUTIES

Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc.) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

- Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the United States (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DoD instruction) and;
- Must have a favorably completed National Agency Check with Written Inquiries (NACI) including a FBI fingerprint check prior to installation access.

To be considered for a favorable trustworthiness determination, the Contractor's Security Representative must submit for all employees each of the following:

- SF-85 Questionnaire for Non-Sensitive Positions
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

The Contractor shall ensure each individual employee has a current favorably completed National Agency Check with Written Inquiries (NACI) or ensure successful FBI fingerprint results have been gained and investigation has been processed with OPM.

Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

* Consult with your Command Security Manager and Information Assurance Manager for local policy when IT-III (non-sensitive) access is required for non-US citizens outside the United States.

3.11 Phase-In/Phase-out

3.11.1 Phase-in: The Contractor shall provide a complete phase-in plan to ensure a smooth transition in the change of work effort. The plan shall be submitted to the Contracting Officer as part of the proposal. The Contractor shall have a phase-in period of 10 days in which to perform cleaning of the facility and equipment at no additional cost to the Government. This time shall also be used by the Contractor to get Contractor's staff in place and oriented to the facility, equipment, and the services required by the end of the phase-in period.

3.11.2 Phase-Out: If or when there is a change in service provider, the incumbent service provider shall provide familiarization to the follow-on service provider. During the phase-out familiarization period, the incumbent shall be fully responsible for the scope of work specified in the PWS.

3.12 Quality Assurance

3.12.1 Performance Observation: The Government will evaluate the Contractor's performance by appointing a representative(s) to monitor performance. The COR will evaluate the Contractor's performance through intermittent on-site inspections of the Contractor's quality control program and review of customer complaints. If recurring discrepancies or failures are discovered during quality control inspections or repeated customer complaints are received, the Government reserves the right to increase the number of quality control inspections. Alternatively, the Government may decrease the number of quality control inspections if performance dictates. The Government will also receive and investigate complaints from customers located on the installation. The Contractor shall be responsible for initially validating customer complaints. However, the FSO/COR will make the final determination of validity of customer complaint(s) in cases of disagreement with customer(s).

3.12.2 Sanitation Inspections: In addition to inspections of Contractor performance by the FSO/COR, installation medical authority representatives will randomly inspect food service operations for compliance with sanitation standards of Tri-Service P-5010. Both FSO/COR and medical services personnel will document (in writing) any Contractor discrepancies causing unacceptable performance. Sanitary deficiencies shall be corrected immediately upon notification.

3.12.3 Patron Surveys: The Government reserves the right to conduct customer surveys and solicit customer comments in other ways. The Contractor shall distribute evaluation forms and assist in the collection of forms and in responding to customer comments or complaints.

3.12.4 Performance Evaluation Meetings: The Project Manager may be required to meet at least weekly with the FSO/COR during the first month of the contract. Meetings will be held as often as necessary, thereafter as determined by the FSO/COR. Additionally, if requested by Contractor or Government, a meeting will be held whenever a Contractor Discrepancy Report is issued. The written minutes of these meetings, prepared by the Contracting Officer, shall be signed by the Project Manager, Contracting Officer, and the FSO/COR. Should the Contractor not concur with the minutes, the Contractor shall state any areas of non-concurrence, in writing, to the Contracting Officer within seven (7) calendar days of receipt of the signed minutes.

3.12.5 The Contractor shall participate in a Menu Review Board with the FSO/COR or designated Government representative on a quarterly basis. Board minutes shall be compiled by the Contractor and a copy provided to the FSO/COR.

3.12.6 The Contractor shall conduct a Menu Planning/Production Review Board monthly. Board minutes shall be

compiled by the Contractor and a copy provided to the FSO/COR.

3.13 Visits by Very Important Persons (VIP's) and Inspection Teams: VIP's, Management Assistance Teams, Inspection Teams, and other operational commitments shall require additional support from the Contractor in such areas as sanitation and general appearance. Contractor personnel shall cooperate with such representatives during survey visits.

3.14 Civic Groups: Civic groups are authorized to use the dining facility upon permission from the installation commander. Other groups may include Academy cadets, Boy Scouts, Reserve Officers' Training Corps (ROTC) units, and Civil Air Patrol; group sizes ranging from 10 to 100 people.

3.15 Contingency Service: Occasionally (approximately five times per year), circumstances require the service line to remain open beyond normal operating hours. Although the FSO/COR will attempt to give 24 hours advance notice to the Contractor in any contingency or emergency feeding conditions, advance notice is not always possible. The Contractor shall provide contingency services as requested by the FSO/COR in accordance with FAR clause 52.212-4(c).

3.16 Emergency Service: Emergency situations (i.e. accident and rescue operations, civil disturbances, natural calamity, weather conditions, installation alerts and any acts of God) may necessitate a dining facility to operate on an extended basis of up to twenty-four (24) hours per day. The Contractor shall provide emergency services when required by the FSO/COR. These requests shall be subject to changes within the meaning of FAR clause 52.212-4(c) and shall be subject to the provisions of the clause.

3.17 Strike Contingency Plan: The plan shall set forth the Contractor's plan for continuation of performance under this contract should the Contractor's employees strike.

The plan shall include proposed procedures to:

a. Notify the Government of a strike or intent to strike.

b. Perform services outlined in this contract, with minimum disruption of services to dining facility patrons.

c. Use supervisory personnel.

d. Use other personnel presently employed by the Contractor.

e. Use other sources of personnel in case of a strike.

3.18 Meeting participation: The Contractor shall be required to participate in meetings, such as Menu Review Boards and Menu Planning Boards to achieve a greater understanding of customer concerns and food prefaces. When requested, the Contractor shall prepare minutes for meetings.

3.19 Hours of Operation

3.19.1 Normal Hours: The normal operating hours for all dining facilities are listed in TE 1. During the designated serving hours for the dining facility, any authorized patron who enters the dining facility shall be offered a complete menu choice. Serving lines shall not be set up more than 45 minutes before the start of the meal. The Contractor shall not remove food from the serving area until 15 minutes after the end of the posted meal hours. This allows patrons additional time for second servings. The Contractor shall provide sufficient personnel to ensure that all patrons can be served at the rate of 4-6 guests per minute on the main serving line.

3.19.2 Change of Hours: The FSO/COR may change the meal hours by providing the Contractor 24 hours advance notice of such change. Should any such change result in greater or lesser meal hours of operation, it shall be considered a change within the meaning of FAR clause 52.212-4(c)..

3.19.3 Opening and Closing Galley: Should the Government authorize the establishment of a new galley or closing an existing galley, or if the relocation of a galley is necessary, the Contractor shall be given 30 days prior notice. The Contractor shall clean the specified facility and service shall be performed as specified in a change order issued by the Contracting Officer under the FAR clause 52.212-4(c) Changes clause entitled "Contract Terms and Conditions" of this contract.

3.19.4 Special Event: The Contractor shall be given advanced notification of events that may require additional support (i.e. Prayer breakfasts, formal and informal luncheons, dignitaries dining at the facility, etc.). The Contractor shall provide support at no additional charge to the Government.

3.20 Safety Rules and Regulations: In performing the services required herein, the Contractor shall conform to and comply with all safety rules and regulations applicable to the subsistence building and facilities which are in effect during the time of performance of this contract and shall take such other precautions as may be reasonably required hereunder to assure accident-free performance. All accidents which occur in association with performance of services required in this contract shall be reported in writing to the FSO/COR on the day of the accident or not later than the next working day if the accident occurred during other than normal working hours. Any accident involving personal injury resulting in possible hospitalization, lost time from work, or death shall be reported within one (1) work day to the FSO/COR who may relay the report to the safety officer. Full details of the accident, including statements from witnesses, shall be provided if requested by the Safety Officer. If any claim is made by a third party against this contract, the FSO/COR shall be informed immediately.

3.21 Security Checks: Contractor vehicles, required to execute the specifications of this contract, and the personal vehicles of Contractor employees are subject to random spot security checks that may be conducted by official Government security personnel (i.e. Base security police).

3.22 Period of Performance:

Base Year:	13 June 2016 thru 30 September 2016
Option I:	01 October 2016 thru 30 September 2017
Option II:	01 October 2017 thru 30 September 2018
Option III:	01 October 2018 thru 30 September 2019

3.23 Place of Performance: Roy M. Wheat Galley Bldg 207, NAS Meridian, Mississippi.

4.0 DEFINITIONS

Acceptable Quality Level (AQL). The AQL is the maximum percent defective, the maximum number of defects per hundred units, or the number of defects in a lot on the average that may occur before the Government will effect the price computation system in accordance with the Performance Requirement Summary and the "Inspection of Services" clause. An AQL does not allow a Contractor to knowingly offer defective services, but limits reduced payment to circumstances in which defective performance results in a measurable reduction in the value of services rendered.

AFRS. Armed Forces Recipe Service

Basic Allowance for Subsistence (BAS). A cash allowance paid to military personnel in lieu of subsistence.

Basic Daily Food Allowance (BDFA). The computed monetary daily value of a ration. This value, expressed in dollars, is allocated for food cost authorized to feed one person daily. The dollar amount (allowance) is computed quarterly using actual costs of a selected sampling of food items (market basket) used in dining facilities.

Brunch. A meal consisting of food items served during breakfast and lunch to personnel on Sundays, and holidays. This combined meal is served during an extended time period beginning at early or mid-morning and ending shortly

after the noon hour.

Bussing. The removal of trays and other utensils from the dining area.

Class A Telephone. Telephone service, which is unrestricted, for use on-base and commercial calls.

Class C Telephone. Telephone service, which is restricted to inter-base calls from one base telephone to another.

Clean. Free of visible signs of food, food residues, ingredients, grease, soap and foreign matter.

Clean As You Go. Cleaning, wiping and removing spills, garbage and residue as they occur.

Critical Control Point. An essential point in the flow of food, at which control can be applied so that a food safety hazard can be prevented, eliminated or reduced to an acceptable level.

Deck. All floor areas.

Diner Satisfaction. Methods of feedback through a variety of surveys and comment programs to determine the degree to which the Contractor is meeting or exceeding contract requirements and established quality levels of food and service.

Dining Facility Attendant (DFA). Personnel which comprise of janitorial and custodial functions within a dining facility including, but not limited to; sweeping, mopping, scrubbing, trash removal, dishwashing, waxing, stripping, buffing, window washing, pot and pan cleaning and related quality control.

Dinner. The third meal of the day, or evening meal of each day, served during late afternoon or early evening.

Dinnerware. Eating, drinking, and serving utensils for table use, such as flatware including knives, forks, spoons and hollowware including bowls, cups, serving dishes, tumblers and plates.

Discount Meal Rate. The rate charged to reimburse the Government for subsistence at Navy appropriated fund dining facilities.

Defective Service. A unit of service which contains one or more defects, or nonconformance with specified requirements.

Emergency Breakout. Additional subsistence required to complete projected meal quantities.

Equipment. Items used in the storage, preparation, cooking, transporting, and serving of food. Equipment also includes items used in cleaning, sanitizing, transportation, and storage of supplies.

Expendable/Durable Supplies. Items which are consumed in use, regardless of type classification or unit price.

Facilities. Government furnished buildings provided to the Contractor for use in performing tasks and services of this contract.

Food Borne Disease Outbreak. The occurrence of two or more cases of a similar illness resulting from the ingestion of a common food.

Food Contact Surface. A surface of equipment or utensils with which food normally comes into contact with. This includes equipment and utensils from which food may drain, drop, or splash back into food or onto surfaces normally in contact with food.

Food Handlers. Food Service personnel whose duty consist of working where unsealed food or drink is handled, processed, prepared, or served, and who touch food or contact food surfaces in any way. Excluded are food service managers, cashiers, and delivery persons who do not handle unwrapped food or touch food contact surfaces.

Food Service Management (FSM). The automation system for both afloat and ashore general messes that has been certified by the Naval Supply Systems Command. The system provides Food Service Officers and personnel with an automated method of menu production, receipt, inventory, issue and accounting processing and other functions associated with the operation of a general mess.

Food Services Officer (FSO/COR). An Officer, Warrant Officer, Noncommissioned Officer, or Department of the Navy civilian who is responsible to the installation Commander for matters relating to food service.

Full Food Service (FFS). Activities that comprise the full operation of a Navy dining facility, Government Furnished Property (GFP), and all facilities, equipment, food and supplies owned or leased by the Government that is provided to the Contractor for use in performance of this contract.

Galley. Main food preparation area also referred to as the kitchen.

Garbage. Animal and vegetable waste resulting from handling, preparing, cooking and consuming food.

General Mess. Building under contract also referred to as Dining Facility or Enlisted Dining Facility.

Government Equipment Furnished (GEF). The facilities, fixtures, equipment, supplies, and materials provided by the Government for the Contractor's use for the period of the contract.

Government Property. All property owned by or leased to the Government or acquired by the Government under the terms of the Contract.

Hazard. A biological, chemical, or physical property that may cause an unacceptable consumer health risk.

Hazard Analysis Critical Control Point (HACCP). A written document that delineates the formal procedures for the HACCP principles developed by the National Advisory Committee on Microbiological Criteria for Foods.

Holiday Meal Charges. The rates to be charged for the Thanksgiving and Christmas Day special meal.

Inventory Discrepancy for a subsistence line item. When any quantity difference (+ or -) between what is accurately posted as inventory on official Government files or records (FSM system). The FSM system denotes the tolerable level to reflect any specific line item adjusted over 5%.

Leftovers. Leftovers are the un-served portions of any item that was prepared for a specific meal, protected from contamination, and held at a proper temperature.

Lot. The total number of service outputs in a surveillance period, as defined in the AQL column of the Performance Requirements Summary.

Meal Serving Hours. Hours designated by the Government when the dining facilities are open for service.

Menu Planning Board. A panel of Government and Contractor personnel that plans for anticipated special meals and determines subsistence requirements. The board provides an interchange of information between Government food service personnel, and the designated contract personnel concerning menu matters and diner comments. A specific function of the board is to review proposed menus, add or change items, and determine the extent to which it shall be implemented.

Night Meal. Meal served to personnel who stand night watches or perform other designated duties between 2000-0800 hours. Night meals are also used to accommodate students that are on irregular class schedules.

Nonfood Surface. All exposed surfaces other than those included in food or splash zones.

OTCnet. OTCnet is the Treasury/FMS solution for Over the Counter (OTC) Deposit Processing and Reporting and Check Capture. OTCnet is a combination of two legacy systems, TGAnet and PCC OTC.

Performance Requirements Summary (PRS). Identifies key performance indicators and standards that represent logical service outputs that will be evaluated by the Government to assure the Contractor is fulfilling the terms of the contract.

Perishable Subsistence. Food items with limited shelf life that normally require controlled conditions of temperature, and/or humidity during transportation and storage.

Planned Sampling. A sampling (inspection) method used to evaluate Contractor tasks and services performed less frequently than daily. Evaluations that are scheduled when tasks and services are performed (e.g. receiving and storage service, field-feeding service, and tasks scheduled IAW the approved cleaning plan).

Police. The action or process of cleaning and putting in order, the dining facility to include related areas of responsibility. Tasks include sweeping, raking and picking up trash and debris.

Portion Control. Serving of equal amounts to each diner in accordance with prescribed menus and recipes.

Potentially Hazardous Foods (PHF). Any food that promotes the rapid growth of bacteria which may be characterized as high protein and acid foods with water activity above 0.86 (H2).

Preventive Medical Activity. The local medical authority responsible for inspecting sanitary conditions of dining facilities and safe food handling protection.

Prime Vendor. A Department of Defense Contractor who has the responsibility to supply and furnish subsistence to the dining facility.

Progressive Food Preparation (Batch Cookery). The continuous preparation of food items at selective time intervals during the entire meal period as the food is consumed. The objective is to match the flow of diners through the serving lines so that freshly prepared, quality food is always provided. Progressive cooking reduces the need to hold foods for long periods of time that result in loss of flavor, color, texture, and nutritive value. Exceptions to progressive cooking are; baked or prepared desserts, soups, gravies, meat sauces, and other sauce-type items that do not deteriorate in flavor when held throughout the serving period.

Quality Assurance (QA). Those actions taken by the Government to assure services provided meet the requirements of the Performance Work Statement (PWS).

Quality Assurance Evaluator (QAE). A Government person(s) responsible for surveillance of Contractor's performance. For purpose of this contract, the QAE is the FSO/COR.

Quality Assurance Surveillance Plan (QASP). An organized, written document used for quality assurance surveillance. The document contains specific methods for performing surveillance of the Contractor.

Quality Control (QC). Those actions taken by a Contractor to control the performance of services to ensure that contract quality standards are met.

Random Sampling. A sampling (inspection) method used to evaluate contract tasks and services performed daily. It is the primary method for measuring contract performance. Each service output in a lot has an equal chance of being selected for inspection. The results of random inspections are evaluated against the number of allowable defects to determine the overall quality of the lot (service).

Ration. The allowance of food for the subsistence of one person for one day.

Regular Menu. A menu offered at the breakfast, lunch and dinner meal which provides the diner, as a minimum, with a choice of two meats/entrees, two vegetables, two starches, assorted desserts, beverages, bread/rolls, and appropriate condiments.

Safe Temperatures. The internal product temperature of potentially hazardous food (PHF) shall be 41 degrees F (7 degrees) or below, 140 degrees F (60 degrees C) or above.

Sample. A sample (inspection) consists of one or more service outputs drawn at random from a lot. The number of outputs in the sample is the sample size.

Sanitizing. The process of reducing the number of microorganisms on a surface to safe levels.

Sanitizing solution. For use on fixed equipment, 100 parts per million chlorine solution, or other solution approved by the medical authority.

Semi-perishable Subsistence. Food item that do not spoil or deteriorate rapidly, such as canned, dried, dehydrated, and other items that may under normal conditions be transported and stored un-refrigerated.

Serving Line. This term refers to the location and equipment used in dining facilities to serve food cafeteria style. It includes equipment such as hot food counters, salad bars, roll warmers, beverage dispensers and ice cream freezers.

Special Meals. Meals offered outside of the normal cyclic menu that support special occasions (e.g. Thanksgiving, Christmas, and the Navy's Birthday) to include special theme meals to honor ethnic and American heritage events.

Speed Line. A fast food serving line offered at the lunch and dinner meal which provides the diner, as a minimum, with a choice of prepared to order cold or grilled sandwiches, hamburgers, cheeseburgers, and hot dogs, in addition to other items (e.g. french fries, baked beans, potato chips, and appropriate condiments).

Standard Meal Rate. The rate charged to reimburse the Government for subsistence and a portion of operating expenses at Navy appropriated funded dining facilities.

Subsistence. Food items required for feeding authorized personnel. This term includes all foods, nonalcoholic beverages, condiments, accessory foods and ice.

Subsistence-in-Kind (SIK). Meals furnished to enlisted personnel at Government expense, rather than money in lieu thereof.

Subsistence Storeroom Manager. An individual who is responsible to the FSO/COR for Government subsistence and who is responsible for supervising the storeroom functions.

Tableware. Condiment containers, dispensers and napkin holders.

Temperature Danger Zone (TDZ). Unsafe temperatures for food between 41degrees F and 140 degrees F.

Trash. Any non-salvageable waste material other than garbage, rocks or dirt. This includes but is not limited to metal, paper, glass, cardboard, crockery, floor sweepings, cartons and similar materials.

Supplies. Expendable items, including but not limited to paper products, cleaning and janitorial materials, kitchen utensils, and tableware.

Vet services. Government personnel that is responsible for inspecting all food to determine fitness of safety for human consumption.

5.0 Government Equipment Furnished (GEF): The Contractor and FSO/COR shall perform a joint Government

Equipment Furnished (GEF) inspection within seven (7) working days of contract award and within seven (7) working days of each exercised option period. Any GEF malfunctions or discrepancies shall be repaired or corrected as directed by the FSO/COR. The Government will provide without cost, the facilities, fixtures, equipment, supplies and services listed below, referred to as GEF.

5.1 Facilities: The Government will provide spaces (i.e., facilities) and furnishings identified in TE 3 for the Contractor's use as office, supply, and equipment storage spaces, including housekeeping closets. No alterations shall be made to these facilities without the written permission of the FSO/COR or designated Government representative. Each request shall be submitted to the FSO/COR or designated representative, in writing, for approval. Any such modifications or alterations shall be made at the expense of the Contractor. Upon completion or termination of the contract, the Contractor shall return all Government furnished facilities and furnishings in the same condition and quality as received, fair wear and tear excepted. These facilities shall only be used in the performance of this contract only.

5.1.2 Equipment: The Government will furnish the equipment listed in TE 3. The Government may replace equipment when it is no longer usable for its intended purpose due to fair wear and tear and the Government may add equipment not presently included in TE 3. The Contractor shall clean all the equipment contained in spaces shown in TE 4.

5.1.3 Equipment Inventory: At the commencement of the contract, the Contractor and the Government representative will conduct a joint inventory for all GEF and the Contractor shall acknowledge receipt for all such equipment. The Contractor and the designated Government representative will jointly determine and record the working order and condition code of all GEF. If the Contractor does not participate in the inventory, the Contractor shall accept as accurate the listing and stated condition of equipment provided by the Government. At the completion or extension of the contract, a joint inventory shall again be conducted by the Contractor and a designated Government representative.

5.1.4 Equipment Loss or Damage: The Contractor shall be responsible for safeguarding all GEF provided for Contractor use. In instances where Government furnished material, equipment or property is damaged, lost or pilfered while the property is in the care, custody or possession of the Contractor, shall be replaced by the Contractor with identical equipment or FSO/COR approved substitutions.

5.1.5 Menu Boards: The Contractor shall post and maintain all Government provided computerized menu boards. In the event of breakdown of electronic menu boards, the Contractor shall post alternate menu boards to post menu listings until electronic boards are repaired. Menu changes shall be posted within 10 minutes of notification.

5.1.6 Mess Gear: The Contractor shall conduct weekly inventories of mess gear. The Government will replace materials (china, glassware, cutlery, utensils, etc.) that are lost due to fair wear and tear up to 10% of the inventory. The Contractor shall replace, with like items, any loss over 10% of the inventory. Any additional stock that is needed above the initial inventory shall be at the Government's expense.

5.1.7 Government furnished utilities: The Government will furnish existing utility services for Contractor use in the Government furnished facilities to include water, sewer, electric, and gas services.

5.1.8 Telephone Service: Local telephone service shall be provided by the Government. Use of Commercial long distance and Defense Switch Network (DSN) access by the Contractor is limited to those calls required to perform the services identified herein. Telephone services shall be used for official use only.

5.1.9 Network Access: The Government will provide Internet access to include e-mail through the Government provided Local Area Net (LAN) for all workstations required for accomplishment of work in support of this PWS. The Contractor shall ensure that all account usage complies with the Government's usage restrictions and that accounts are used solely for the work required in the PWS herein. The Government reserves the right to limit or restrict the network access services at any time.

5.2 Building Maintenance and Repairs: The Government will be responsible for performing maintenance of Government owned fixtures, facilities and equipment. However, the Contractor shall be liable for the cost of maintenance/repairs in case of damage caused by the Contractor as a result of neglect or misuse.

5.3 Drains: The Government will be responsible for maintenance and clearing clogs due to normal use. The Contractor shall be responsible for clearing clogs attributed to misuse of drains (i.e. pouring excessive grease into drains).

5.4 Refuse Collection: Government independent Contractors shall provide dumpsters and ensure that dumpsters are emptied on a regular basis or more often, as required.

5.5 Recyclable Materials Collection: The Contractor shall place recyclable materials in recyclable containers provided by Base Recycling personnel.

5.6 Insect and Rodent Control: The Government will provide insect and rodent control for all Government furnished facilities. The Contractor shall notify the FSO/COR when an insect or rodent problem is detected.

5.7 Grounds Maintenance: The Contractor shall keep the grounds within 20 feet around facilities free of debris, such as cigarette butts, leaves and trash. The Contractor is responsible for trash cans adjacent to buildings. The Contractor is also responsible for the policing and cleaning of the back dock and adjacent parking lot, dumpster area, area around and under grease containers. Additional maintenance may be required in support of distinguished guest visits. The Government is responsible for lawn maintenance which includes grass, flowers, shrubs, and plants.

5.8 Security and Fire Protection: The Government will provide security police and fire protection to the extent necessary to ensure a secure and safe installation. The Contractor shall adhere to the security and fire directives in accordance with base operating procedures.

5.9 Title to all GEF used by the Contractor shall remain with the Government. Contractor delays caused by GEF are subject to FAR clause 52.212-4(c).

5.10 The Contractor shall exercise due care in the use of all GEF. All repairs to GEF not specifically assigned to the Contractor for use shall be made by the Government at the Government's expense. All repairs/replacement parts to GEF found to be caused by Contractor negligence, misuse, lack of training or poor supervision shall be made by the Contractor at Contractor's expense by an approved repair facility as directed by the FSO/COR.

5.10.1 The Contractor shall conduct quarterly inspections/inventory of GEF except for dinnerware and eating utensils which shall be inventoried weekly. Results of inventories conducted shall be submitted to the FSO/COR within two working days upon completion. Missing items shall be annotated, and a replacement shall be made for lost items or breakage in excess of ten percent (10%) per month based on the quantity of GEF issued at the beginning of each monthly cycle.

5.11 Although the Government will provide calculators, computers (FSM/STORES/Enabler operators), copiers, facsimile equipment, and writing instruments for the day-to-day execution of Galley administration and warehousing operations, the Contractor shall provide all office equipment necessary for the Contractor's internal business operations in the execution of this contract to include (but not limited to) copiers, facsimile equipment, computers, calculators, paper, writing instruments, safes, files, etc.

5.12 Any minor equipment the Contractor wishes to use shall comply with the Tri-Service P-5010, Government occupational safety and health standards, and fire prevention and electrical safety standards.

5.13 The Contractor shall be responsible for replacing all inside light bulbs in each facility. All lights located over 15 feet high will be replaced by the Government.

5.14 Use/Waste: If excessive use is experienced and/or waste of food materials is present and, in the opinion of the

FSO/COR, is the result of acts of omission or commission by Contractor personnel, the Contracting Officer shall be notified. The Contracting Officer shall notify the Contractor in writing of such conditions. The Contractor shall be allowed three days to show cause why such waste was not due to the fault and negligence of his/her personnel or to present evidence that the circumstances which caused the excessive use or waste have been corrected and shall not recur. The proper ways of doing batch cooking and progressive cooking according to the Armed Forces Recipe Card and the NAVSUP 1090 shall be strictly adhered to. In the event the Contracting Officer determines that the waste or use was excessive and due to the fault of the Contractor, a deduction for such waste or excessive use shall be taken from the payment of the next invoice submitted by the Contractor. For the purpose of this section, "Waste" is defined as including illegal disposition of food materials and not complying with portion size directives in "over-serving".

5.15 Care: The Contractor shall use due care in the use of all Government owned fixtures, facilities and equipment to prevent undue wear and breakage. The Contractor shall be responsible for the proper conservation and use of all food, subsistence and materials issued by the Government and, except for normal spoilage and waste for this type of operation, shall be liable for any loss thereof except as such food, subsistence and materials are consumed in the performance of this contract.

6.0 Contractor Furnished Items and Service: Except for those items or services specifically stated as GEF (section 5.0), the Contractor shall furnish everything required to perform the work described herein. The Medical Officer or Safety Officer may reject Contractor use of any cleaning supplies/materials that may be harmful to patrons or damaging to facility or equipment, or prohibited under the U.S. Navy HAZMAT regulations. The Contractor shall provide all cleaning supplies and materials listed in TE 5 Contractor Furnished Material/Consumables (CFM). Items include but are not limited to: brooms, mops, oven cleaner, mop buckets, earplugs, all detergents (incl. Dishwashing detergent), descalers, cleansers, sweeping compounds, trash liners, napkins, paper towels, disposable wipes, meal to go/bag meal packing materials, plastic ware, disposable cups/plates, pocket/equipment portable thermometers, plastic wrap, foil, wax paper, pallet shrink wrap, disposable picnic serving foil pans/utensils, cash register tape, cake decorating supplies, artificial garnishment for serving lines (when fresh is not used), vinyl table coverings, restroom supplies, etc. Refer to TE 5 for a recommended list of Contractor furnished consumables and material. This list of supplies is provided as a guide and is not limited to items listed in TE 5.

The Contractor shall be in compliance with the installation HAZMAT and Safety instructions and notices.

6.1 Equipment: Commercial type floor cleaning, waxing and buffing equipment.

6.2 Supplies

a. Commercial grade detergents and rinse additives for dish/pot and pan washing, formulated to water hardness of the applicable area.

b. Special type clothing: jackets, gloves, shoes, rubber aprons, etc. Cleaning supplies/materials for Contractor use for all Contractor responsible tasks, including but not limited to brooms, mops, oven cleaners, mop buckets, scrub brushes, brushes, detergents for pots and pans, de-scaling compounds, bleach, window cleaners, cleaning cloths, floor cleaners, sweeping compounds, hand soaps, trash liners, etc.

c. Cleaning material that becomes dingy or discolored by stains shall not be used to wipe dining room tables, serving lines, food or beverage dispensers or any other equipment used in the serving of meals.

d. All supplies including paper towels, soap, toilet paper, air-fresheners, disinfectants, etc., including dispensers as required for use in lavatories.

e. Artificial garnish for serving lines and salad bars.

6.3 Other Items: The Contractor shall also furnish:

6.3.1 The Contractor shall provide employee uniforms and special type clothing. All uniforms and special type clothing (i.e. jackets, gloves, safety shoes, rubber aprons, etc.) required to perform the work herein shall be provided by the Contractor.

6.3.2 The Contractor shall provide and pay for any outside commercial telephone service used by Contractor personnel.

6.3.3 The Government will provide decorations for special occasions and holidays throughout the year. Special occasions include, but are not limited to: Halloween, Thanksgiving, Christmas, Easter, and other special occasions identified by the Installation Commander. Contractor shall provide decorations for all other occasions.

6.3.4 The Contractor shall provide all vehicles associated with deposits collected for meals sold for cash.

6.3.5 Specifications: All Contractor supplies and minor equipment shall comply with Tri-Service P-5010, Manual of Navy Preventative Medicine and Government occupational safety and health standards. All cleaning solutions and supplies shall be USDA approved and biodegradable and the Contractor shall supply all Material Safety Data Sheets (MSDS) for all Contractor supplied compounds used.

7.0 General Requirements

7.1 Product literature for all supplies and minor equipment shall be submitted upon request to the FSO/COR for review. Samples may also be required and shall be provided at no additional cost to the Government.

7.2 Steel wool, abrasive metal cleaners, or any other cleaning supplies or equipment which could cause damage to Government property shall not be used. Sponges and steel wool shall not be used in the dining facility.

7.3 The Contractor's equipment shall be compatible with existing sources of Government furnished electrical power. The Contractor's equipment shall comply with all Government safety standards. Rotary floor polishing, buffing and scrubbing machines shall be equipped with brush or pad drive assemblies made of nonporous materials.

7.4 All wheeled and movable equipment shall be equipped with protective, non-marking wheels and rubber bumpers or guards around the entire perimeter. No part of the equipment, except handles shall protrude beyond the rubber bumpers.

7.5 All electrically operated equipment shall be third-wire grounded and be equipped with an appropriate length UL approved (3) conductor cord.

7.6 Specifications: Contractor furnished housekeeping supplies shall meet or exceed the following specifications: Shall be free of saponifiable matter. Chemical treatment residue in mop heads shall not exceed 28 percent by weight and shall contain no carbon residue.

7.6.1 Disinfectants and detergents shall be currently registered with the Environmental Protection Agency (EPA) as a fungicidal and viricidal at the manufacturer's recommended use dilution, even in hard water of 400 parts per million (PPM). The detergent shall be a quaternary ammonia compound, in iodophor, o-benzyl-p-chloro-phelol, and p-tertiary amylphenol. The Contractor's use dilution shall be that recommended by the Association of Official Analytical Chemists (AOAC) use dilution confirmation tests. The Contractor's disinfectant use shall be compatible in use with the local area water, PH of the soil, and the specific types of micro-organisms which may be prevalent in the local area.

7.6.2 Dusting and sweeping cloths shall be made of tubular cotton with 18 percent to 22 percent non-oil saturation by weight, and the cleaning compound shall be registered with the EPA.

7.6.3 Bowl cleaner, liquid-type, triple action bowl cleaner shall clean, deodorize, disinfect, and shall not be noxious or cause irritating fumes in use, as determined by the Food and Drug Administration, and be suitable for use in toilet

bowls and urinals only. Bowl cleaner shall be fully inhibited to protect pipes and metals against corrosion. Products requiring a "Poison" label, as defined in CFT Title 49, shall not be permitted.

8.0 Vacuum Cleaners

8.1 All vacuum equipment shall have a hospital use micro-static impaction type filtration system which filters out dust and bacteria particles larger than 0.3 microns.

8.1.1 Dry vacuum cleaners shall be commercial type 2/3 cubic foot capacity or 1/2 bushel, with a micro-static impaction type exhaust air filter.

8.1.2 The angle of exhaust system shall be at least 15 degrees above the horizontal.

8.1.3 Floor polishers shall have a non-porous scrubbing surface to inhibit bacterial growth.

9.0 Internal Security of Contractor Supplies and Contractor Employees Property: The Contractor shall be responsible for taking all reasonable actions necessary to protect the Contractor supplies, materials, and equipment and the personal property of the Contractor employees from loss, damage or theft. The Government will not be liable for the loss, damage or theft of Contractor supplies or his employees' property when such loss, damage or theft is caused by Contractor failure to provide adequate internal security.

10.0 Cleaning (Specific Tasks)

10.1 Cleaning/Housekeeping

10.1.1 General: The Contractor shall furnish housekeeping services in food service facilities at the frequencies stated herein for areas described in TE 4. The description of specific tasks and quality standards listed in TE 6A through 6D for cleaning and housekeeping are intended to produce a "minimal acceptable" level of performance. The Contractor shall furnish all supplies and equipment necessary to perform cleaning services. All cleaning equipment and supplies shall be properly stored immediately after each use. Weather, traffic or other conditions may demand additional cleaning by the Contractor to ensure that facilities and equipment are clean, neat, and sanitary.

10.1.2 Planning and Scheduling: Prior to the contract start date, and as changes occur, the Contractor shall submit to the FSO/COR a plan of the methods and equipment proposed for cleaning and housekeeping. The Contractor shall follow the schedule listing the days and time of day each requirement shall be performed in the facility. The schedule should recognize that only essential cleaning should be accomplished while meals are being prepared and in dining areas while patrons are present.

10.2 Cleaning Program for Each Space

10.2.1 General: The Contractor shall clean the dining room and its equipment shall be cleaned three times per day, after meals, seven days a week (or any day the facility is in operation) as follows:

10.2.2 During each meal:

a. Police the dining room to immediately clean away accidental spilling or dumping of food and trash on table tops, floors or elsewhere in the dining room. Clean table tops using the two pan method (one pan for soapy water and one pan for clean water) after table is vacated by patrons.

b. Within 5 minutes upon patrons completion of meal, clean tables and restore to a condition inviting to new patrons. Return all condiments to their respective holders, and wipe down tables and chairs as necessary to remove all food particles and debris.

c. Police milk, beverage dispensers, salad bar and serving line continuously to maintain a neat, attractive and sanitary condition.

10.2.3 Cleaning shall be completed prior to commencing of the subsequent meal; after each meal.

a. Wash table tops with clean hot water and detergent, rinse and wipe dry using two-pan method. Where tablecloths are used, replace as necessary.

b. Damp wipe chairs and reposition around table after cleaning floor (deck). Dining tables shall have the tops and sides cleaned and sanitized after each meal. The base and legs shall be cleaned weekly or more often if needed. Dining chairs and booths shall be wiped to remove all foreign objects, smudges, food particles and liquids from the seat and back after each use by a patron. Clean the entire chair or bench weekly. Table tops and all crevices shall be washed with clean detergent water, rinsed, and wiped dry after each meal.

c. Clean salad bar area.

d. Drip automatic coffee makers shall be turned off, and all pots shall be emptied of leftover coffee using hot water and baking soda (soap shall not be used to clean the interior of coffee pots). All surfaces shall be wiped down with a clean, damp cloth to remove all dust, finger marks, and smears.

e. Sweep, damp-mop and dry decks.

f. Clean salt and pepper shakers, ash trays, napkin holders, sugar dispensers and condiment containers.

g. Thoroughly wash milk dispensers, clean pinch valve assembly, and wipe exterior and interior clean and dry. All surfaces shall be wiped down with clean, damp cloth to remove all dust, finger marks, and smears.

h. Remove milk from dispensers immediately upon completion of each meal, and store in walk-in refrigerators between meals.

i. Wipe down and clean condiment holders. Partially filled condiment containers shall be consolidated into one. Refill condiment containers as necessary.

10.2.4 Cleaning shall be completed prior to commencement of subsequent meal; daily after the noon meal.

a. Sweep, mop, and move tables as required.

b. Coffee machines shall be disassembled and cleaned with hot water, rinsed, wiped dry, and reassembled.

c. Beverage counters shall be thoroughly cleaned. Beverage dispensers shall be cleaned, nozzles removed and cleaned by running warm water.

d. Ice cream cabinets shall be washed down daily and cleaned thoroughly inside and out.

10.2.5 Weekly

a. Empty all sugar dispensers, salt and pepper shakers; wash in dishwashing machine; allow to dry; refill and replace on tables.

10.2.6 Monthly

a. Clean and wash window sills and columns.

b. Wash the base of all booths, legs and bottoms of chairs and mess tables; reposition in same location.

c. Dust picture frames and artificial plants.

d. Clean door jams top and bottom.

10.2.7 As Required

a. Fill salt and pepper shakers.

b. Replace empty condiment containers.

c. Fill napkin holders.

d. Fill sugar dispensers.

e. Defrost milk dispensers when ice deposits have accumulated 1/4" thick on cabinet interior.

10.3 Dishwashing Room

10.3.1 Dishwasher Operations during the meal

a. The dishwashing room shall be continuously operational during all meal periods in order to facilitate replenishment of dishes and utensils.

b. A minimum of two (2) operators shall operate the dishwashing machines. The person loading soiled dishes into the machine shall not unload the clean dishes from the machine. For safety and sanitation reasons these personnel shall have no other functions in the dishwashing room.

c. As soiled gear arrives at dishwashing room, it is to be scraped and sorted. Scraping may be done with the hand or rubber scraper, but shall not be performed with a brush.

d. Pre-wash dishes, trays, and bowls in 110-120 degrees F water, unless pre-wash dishwashing machines are used.

e. Place dishes, etc., into proper racks and slide into dishwashing machine. Wash-section water shall be 140 degrees F to 160 degrees F and the rinse section not less than 180 degrees F.

f. Glasses shall be pre-washed in a detergent solution 110 degrees F to 120 degrees F and run through the washing machines as described in the preceding paragraph.

g. Silverware shall be sorted and placed in a detergent solution to loosen food particles prior to the washing operation. If required, silverware (particularly forks) should be brushed by hand to loosen food particles. The silverware shall then be placed into sterile containers with the handles down and loaded into silver washing racks for passage through the dishwashing machine and invert into clean, empty container over clean gear and transferred to final position with HANDLES UP. CONTRACTOR EMPLOYEES SHALL WEAR SANITARY VINYL GLOVES WHEN HANDLING SILVERWARE AFTER WASHING.

h. Clean gear shall be inspected. Chipped, cracked or broken items shall be removed from service. All cracked or broken items shall be noted on the weekly inventory sheet.

i. Upon the completion of the washing cycle, dishes and flatware shall be inspected to insure that they are clean.

All dirty items discovered during the inspection shall be passed through the washing cycle repeatedly until they are clean.

j. The Contractor shall notify the FSO/COR in the event of a dishwashing machine malfunction, or if the water temperature falls below the prescribed temperature level.

k. Scullery areas have been declared hazardous noise areas, therefore, hearing protection devices shall be used by all personnel working in the scullery while dishwashing equipment is in operation.

10.3.2 Cleaning after Each Meal

a. Turn off head on wash and/or rinse tanks.

b. Drain water from tanks and pumps.

c. Remove soil screens from door type machines.

d. Remove wash arm and/or end caps where arms are not removable and clean with a brush. Air dry wash arm and curtains on dish table.

e. Check and clean final rinse sprays.

f. Remove and clean scrap trays.

g. Close tank drain, scrub entire interior of machine, then flush. Partially refill tanks and flush out pump lines by running machine at least one minute. Drain tanks.

h. Remove and clean suction and overflow strainers.

i. Check filler opening, final rinse and pump-packing glands for leakage.

j. Clean hoods over dishwasher with a solution of hot water and detergent, then rinse with hot water.

k. Scrub dish tables with detergent and rinse clean with fresh hot water.

l. Clean decks with hot soapy water, rinse, allow to dry.

10.3.3 Daily

a. Clean interiors and exteriors of dish dispensers, tray racks and carts.

b. Clean interior and exterior of dollies.

c. After each meal, clean decks and mop dry.

10.3.4 Weekly

a. Dishwashing machines shall be thoroughly cleaned at least once each week as follows:

b. Charge tanks with water de-scaling cleaner per manufacturer’s instructions to remove lime deposit caused by hot water.

c. Run machine for five minutes.

d. Turn off motor switch, water and steam valves.

e. Remove all curtains and wash and rinse tubes.

f. Hose out interior of the machine working from the ends toward the center and through the center door.

g. Scrub out interior with a brush, making certain to scrub under the metal covers of overflow in all tanks. Remove scrap trays.

h. Scrub tanks; open drain valves and scrub with a hand brush in the sink and rinse under hot running water.

i. Hose out the tanks.

j. Scrub all items removed from the machine with a hand brush in the sink and rinse under hot running water.

k. Replace all parts and wipe down exterior of the machine and vent.

l. Clean walls and baseboards with hot water and detergent, and rinse with hot water.

10.4 Serving Area and Lines

10.4.1 After each meal (cleaning shall be completed prior to subsequent meal) after all food has been removed from the hot food table, salad bar and related equipment:

a. Hot food tables shall be drained and thoroughly cleaned inside and outside with a solution of hot water and detergent, and rinsed with hot water. All mineral deposits shall be removed from bottom of the tables.

b. The entire serving line, top surfaces and covers, sides, front, tray slides and sneeze guards shall be cleaned, dried and polished. Grills on serving line shall be cleaned after each meal.

c. Toasters and microwaves shall be thoroughly cleaned after each meal during which they were used.

d. All shelving under the serving lines, beverage lines, and salad bars shall be thoroughly cleaned.

e. Milk dispensers shall be emptied, thoroughly cleaned and polished.

f. All stainless steel shall be polished as necessary.

g. All Gaylord hoods, ventilation blowers, and accessible ducts shall be cleaned after the grills are used, and at least weekly when grills are not in use.

h. Floors shall be swept and damp-mopped. If scrubbing is necessary to remove heavy soil, it shall be completed in conjunction with mopping.

i. Food carts shall be thoroughly washed, rinsed, and dried.

j. Dessert/pastry bars, portable salad bar/hot bar shall be thoroughly washed, rinsed, and dried.

k. Ice cream machines shall be disassembled, cleaned, sanitized, air dried, and re-assembled daily after the dinner meal.

l. All appliances shall be wiped clean at least once daily even when not used.

10.4.2 Trash Rooms, Garbage Areas, and Loading Areas

a. Full garbage and trash cans shall be removed by the Contractor from all areas in the food service building and transported to the trash and garbage areas.

b. Trash/garbage shall be sorted and maintained in separate covered containers as follows: wet garbage (plate waste); cans; bottles; bones and fat. Paper, cartons and boxes shall be flattened and discarded in the recycling bins.

c. Garbage containers and covers shall be thoroughly cleaned by scrubbing with hot soapy water and rinsed with hot water or steam before returning to point of use.

d. Trash bags shall be used in all garbage and trash cans.

e. The trash and garbage areas shall be maintained in a sanitary, orderly condition at all times and the floors shall be scrubbed, rinsed with clean water and mopped once per week.

f. Special cleaning tasks may be required approximately five (5) times per year to prepare for distinguished visitors or inspections.

10.4.3 Areas around Building:

a. Except for trash pickup around patios/ buildings, grounds maintenance will be provided by the Government.

b. The Contractor shall police areas around building and dumpster daily or as required.

10.4.4 Pan and Utensil Washing Rooms

a. All roasting pans, baking pans steam table inserts and cooking utensils used in preparation and service of food shall be thoroughly cleaned and sanitized after each use.

b. Pans and utensils shall be returned to point of use or storage if not normally stored in the pan washing room.

c. Pan and utensil washing shall normally be accomplished as rapidly as possible after presentation of the soiled items for cleaning.

d. Pan washing room or area shall be left clean after each use with floor swept, scrubbed, rinsed with clean water, mopped and dried.

e. Deep sink washing procedures shall be in accordance with the Navy Food Service Operation Handbook and Tri-Service P-5010.

f. Personal protective equipment (PPE) shall be worn at all times.

10.4.5 Vegetable Preparation Room

a. Floors are to be swept, scrubbed, rinsed with clean water, and mopped and dried each day after the noon meal.

b. Floors shall be dry mopped after other meals.

c. The Contractor shall police these areas at regular intervals during the day to correct any hazardous conditions

resulting from spillage of food and to remove empty boxes, cases, cans, etc., as they accumulate.

d. Walls and baseboard shall be cleaned as required but at least once a week.

10.4.6 Daily

a. All work tables shall be cleaned, including legs and under shelves.

b. All pan racks shall be washed and dried.

c. All other equipment shall be disassembled if applicable and thoroughly cleaned after use.

10.5 Lavatories

a. The Contractor shall keep all lavatories supplied with paper towels, toilet tissue, seat covers, and hand soap.

b. Waste containers shall be emptied daily and washed as often as necessary to maintain them in a clean condition.

c. Police patron lavatories during meal hours, remove all trash, garbage, and debris, and cleaning all spills.

10.5.1 Daily

a. Toilets, urinals, and sinks shall be washed inside and outside with a neutral soap solution. All seats shall be washed on both sides with a neutral soap solution and when dry shall be free of streaks. A brush shall be used to reach into the trap. No rust or scale deposits shall be left under the rim.

b. Hardware fittings shall be washed with a neutral soap solution and wiped dry so that no streaks remain.

c. Toilet room floors shall be mopped daily, and disinfectant shall be used in the scrub water. Care shall be taken not to use excessive water. All water shall be removed and not allowed to evaporate on the floor. Particular care shall be used around the floor adjacent to urinals and toilets to prevent odors. All corners shall be kept clean even if hand scrubbing is necessary.

d. Dusting shall be accomplished to keep all surfaces free of dust.

10.6 Walls, Ceilings, Partitions, Wood and Bright Work

a. All walls, ceilings, woodwork, doors and partitions shall be kept clean of smudges, marks, dust or other dirt streaks. Care shall be exercised by cleaning personnel so as not to damage the paint in the removing of these spots.

b. All metal surfaces which are of a nature that they should be polished shall be kept clean and shining and free of tarnish and corrosion. Metals shall be polished as often as deemed necessary by the FSO/COR to maintain a clean and bright state.

10.7 Equipment

a. Contractor shall inspect all food preparation, food service, dishwashing and dining areas daily and storage areas daily.

b. Cleaned and sanitized equipment and utensils shall be handled in a way that protects them from contamination. Spoons, knives, and forks shall be touched only by their handles. Cups, glasses, bowls, plates, and similar items shall be handled without contacting inside surfaces or the surfaces that contact the user's mouth.

c. All mixers (horizontal or vertical) shall be thoroughly cleaned after each use, including all crevices or

hidden areas where food material may accumulate.

d. Glasses, cups, and dinnerware shall be stored inverted.

e. All dinnerware shall be scrupulously cleaned, sanitized, air dried, and cooled prior to service. All broken, cracked and damaged dinnerware shall be removed from service and discarded.

f. Pans and utensils shall be returned to point of use or storage. Cutting tools shall be properly stored and maintained in sharp condition.

g. Flatware shall be cleaned in accordance with the Navy Food Service Operation Handbook.

h. Disposable cloths shall be used to clean and wipe food contact surfaces, table tops, or counter tops. Cloths shall be clean and odor free and shall be rinsed frequently in the approved sanitizing solution and used for no other purpose.

10.8 Other Cleaning and Housekeeping Tasks: The Contractor shall:

10.8.1 Light Bulbs: Replace all burned out interior light bulbs and fluorescent tubes (material provided by the Government) in the immediate assigned facilities by the end of the next work day of discovery.

10.8.2 Windows: The Contractor shall thoroughly clean all interior windows monthly. The Contractor shall dust and clean all exterior windows quarterly.

10.8.3 Doors: The Contractor shall clean all doors (both sides including exterior for those with access outdoors) weekly. Any smudges, marks, or streaks shall be cleaned immediately to maintain a clean appearance.

10.8.4 Furniture Rearranging: The Contractor shall move dining room tables and chairs for meetings and group meals, and return furniture to same position after the function is over. Occasional rearrangement of furniture, partitions and decorations shall be accomplished by the Contractor to improve decor, facilitate carpet wear/cleaning or for other reasons established by the Government.

10.8.5 Plants: Damp wipe artificial plants monthly to remove dust, dirt, lint and cobwebs.

10.8.6 Blinds: Dust Venetian blinds monthly.

11.0 Full Food Service (Specific Tasks)

11.1 Subsistence: The Contractor shall order and receive all subsistence items through a food distribution Contractor (prime vendor) and local vendors (e.g. bread, milk, fruits & vegetables) that shall make scheduled deliveries to the dining facility. Receiving personnel shall visually inspect one hundred percent of all items received and reject all items that appear damaged or not delivered at the proper temperature as specified in the Tri-Service P-5010, paragraph 3.1.3. Any shortage of receipts will be annotated on the invoice. First In First Out (FIFO) procedures shall be used for storage of items. Prior to start of performance, the Government will furnish a delivery schedule for each dining facility. Subsistence is GEF and shall be accounted for until consumed.

11.1.1 Physical Inventory: The Contractor shall be responsible for completing physical inventories of subsistence items, including written explanation and corrective action for inventory discrepancies. Full physical inventories shall be conducted at least every 90 days, and upon relief of the FSO/COR, when there is evidence of unauthorized entry into storerooms, or at any time as directed by the FSO/COR. Additionally, the Contractor shall accomplish a minimum spot inventory of 10% of the subsistence line items maintained in the bulk storeroom and shall be inventoried at least twice per month (for a minimum of 20% monthly) in accordance with NAVSUP P-486, Food Service Management, Chapter 7. The FSO/COR may designate Government personnel to conduct separate

unannounced spot inventories. A wall to wall inventory shall be conducted at least quarterly.

11.1.2 Breakout/Perpetual Inventories: The bulk storeroom custodian shall facilitate perpetual breakout inventoried on all daily breakouts IAW NAVSUP P-486, Chap 7. This procedure is used when the bulk storeroom custodian inventories the remaining subsistence items after each breakout or issue is made. The bulk storeroom custodian shall indicate the balance on hand on each Food Item Request/Issue Document (NAVSUP Form 1282) after making each breakout or issue. The records keeper shall compare this balance after decreasing the breakout or issue on the Subsistence Ledger (NAVSUP Form 335). Differences shall be examined and appropriate entries made. Breakouts shall be based on forecasts of rations to be fed.

11.1.3 Menu: A twenty-one (21) day cycle menu will be provided by Commander Navy Region Southeast (CNRSE). The Project Manager or his/her designated representative shall attend the Menu Planning Board meeting and participate in the proceedings. Minutes of the meeting and a summary of all proposals shall be forwarded to the FSO/COR for review and final approval. The Contractor shall not make any menu changes without the prior approval of the CNRSE Galley Program Manager.

11.1.4 Specialty meals for ethnic groups, holidays and theme menu items may be added to the menu on occasion. Specialty meals shall be implemented by the Contractor at no additional cost to the Government.

11.1.5 Menu Posting: The Contractor shall post daily menus prior to the breakfast meal on designated menu boards. Any changes or substitutions to menu shall be posted to the menu boards in order to keep patrons informed.

11.1.6 The Contractor shall follow the approved cycle menu when preparing meals. All cooks shall accurately complete NAVSUP forms 1090 and 1282 in accordance with the NAVSUP P-486. No menu changes shall be made without the prior approval of the FSO/COR or Galley Chief, except for equivalent substitutions caused by subsistence shortages or other circumstances beyond the control of the Contractor.

11.2 Preparation and Serving of Food

11.2.1 Standard Recipes: The Contractor shall use the standard recipes of the Armed Forces Recipe Service (AFRS). If the Contractor desires to use a new or different commercially acceptable recipe, the recipe shall be submitted to the FSO/COR for approval. Upon approval, the recipe shall be added to the recipe file.

11.2.2 The menu drafter's copy of "index of recipes" shall be annotated by the Project Manager or designated representative to denote unacceptable items, based upon previous local use of the recipes and acceptable records.

11.2.3 Spices and seasoning should be used in accordance with AFRS guidelines; over-seasoning shall be avoided.

11.2.4 The Contractor shall maintain an acceptability log and base prediction on acceptability factors drawn from the log.

11.2.5 Food Preparation: The Contractor shall progressively prepare food items to ensure freshness and optimum flavor, color and texture. All foods shall be prepared as close to serving time as possible.

11.2.6 Food items shall be ready for serving as described in the recipe no more than 5-10 minutes prior to placement on the line. Food on the line shall be well illuminated and arranged and garnished to enhance eye appeal.

11.2.7 Short order breakfast items shall be cooked to order.

11.2.8 Short order items such as hamburgers, hot dogs and french fries shall be prepared in advance only to the extent necessary to ensure the required patron flow through the serving line.

11.2.9 Food shall be prepared on surfaces that have been cleaned, rinsed and sanitized to prevent cross

contamination. Fixed surfaces shall be sanitized using a disposable cloth which has been rinsed in a sanitizing solution.

11.2.10 Cooking surfaces shall be shielded to protect patrons from hazards. The "clean as you go" policy shall be strictly adhered to and enforced.

11.2.11 Raw fruits and vegetables shall be thoroughly washed with potable water before being cooked or served. Salad vegetables shall be washed and trimmed and thoroughly drained before using for salad. Fresh fruit and vegetables shall be thoroughly cleaned before serving or preparing.

11.2.12 Potentially hazardous food requiring cooking shall be cooked to heat all parts of the food to a temperature at least 140 degrees F except where otherwise specified.

11.2.13 Potentially hazardous foods that have been cooked and then refrigerated shall be reheated rapidly to 165 degree Fahrenheit or higher, throughout, before being served or before being placed in a hot food storage unit. Steam tables, warmers and similar hot food holding equipment shall maintain food temperature at not less than 140 degrees Fahrenheit. This equipment shall not be used for reheating of foods.

11.2.14 Tray waste shall be monitored on a continuing basis throughout each meal period. Causes of tray waste in excess of 3 ounces per person per meal shall be investigated and corrective measures initiated. Portion control scoops and ladles shall be available in number and sizes necessary for serving prescribed portion sizes for each menu item. Forecasts of rations to be fed shall be accurate and based on such factors as: day of the week, food preferences, weather, and paydays. Breakouts shall be based on forecasts of rations to be fed.

12.0 Grounds Maintenance

12.1 The Contractor shall clean the grounds around the facility as instructed.

12.1.1 Ground Maintenance Tasks: Contractor personnel shall sweep sidewalks and clean up immediate area daily. Cleaning includes but is not limited to removing all paper, trash and cigarette butts from the area at least daily.

13.0 Food Service Program

13.1 Serving Line(s)

13.1.1 The Contractor shall provide sufficient serving line personnel to maintain a serving line rate of 4-6 patrons per minute.

13.1.2 The number of serving lines to be utilized may vary dependent upon the volume of patrons entering the dining facility for a meal on a given day. The minimum number of serving lines to be operated at each meal period is described in TE 1.

13.1.3 The number of serving lines operated shall increase up to the number available to support through-put of 4-6 patrons per minute and to permit all patrons to be served within established meal periods.

13.2 Pre-Service Setup

13.2.1 Transport all foods, hot and cold, including condiments, beverages, etc., from production or storage areas to serving line and arrange as shown on Food Serving Plan which shall be posted.

13.2.2 Proportion salads and desserts in production areas.

13.2.3 Prepare hot coffee not more than 20 minutes prior to the start of any meal service and held at 185 degrees Fahrenheit. Coffee shall be continually prepared during the meal period to assure a constant supply of fresh coffee.

Prepared coffee shall not be retained from one meal period and served at the next.

13.2.4 Entire serving area(s) set up is to be ready for inspection 30 minutes prior to start of serving line.

13.2.5 Calorie counts for each item shall be posted.

13.2.6 Healthy choice/500 calorie display plate shall be covered and displayed at the beginning of the serving line.

13.3 Duration of Meal Services

13.3.1 Provide sufficient serving line personnel to serve all food except self-service items and maintain a serving line rate of 4-6 patrons per minute. Adhere to portion sizes stipulated in AFRS unless the patron requests smaller quantities or the FSO/COR specifies otherwise.

13.3.2 Keep all food on serving area(s) continuously arranged in an attractive and orderly manner.

13.3.3 Keep serving area(s) continuously clean and free of spilled food.

13.3.4 Contractor employees who are serving food to patrons shall be courteous and present a helpful attitude toward each patron. All serving line personnel shall speak and understand English fluently, and the ability to identify all items served.

13.3.5 Re-supply all serving areas as required.

13.4 After Meal Service

13.4.1 Remove all hot foods, salads and desserts from service area(s) and return to galley areas.

13.4.2 Discard unused coffee. Return milk to refrigerated storage after dinner meal.

13.4.3 Remove all butter, jams, jellies and juices from serving area(s) and return to proper storage.

13.5 Cashier Services

13.5.1 Contractor shall provide qualified cashiers for each operating serving line to perform the following duties:

13.5.2 The Contractor shall maintain all menu boards.

13.5.3 The Contractor shall be at duty station during posted meal hours. Perform cashier duties for each meal to maintain a flow rate of guests to correspond with serving line flow rates specified in this contract.

13.5.4 The Contractor shall operate one cash register for essential early feeding of authorized personnel. Obtain Cash Meal Payment Book forms from the Cash Collection Agent. Cash Meal Payment Books are serialized and shall be issued in sequential order when possible. Cashiers shall sign for the forms at the time of issuance.

13.5.5 The Contractor shall establish and maintain non-Government change fund for each cash register, and provide change funds in sufficient amounts to make change to cash patrons. The Contractor shall certify the amount of each change fund to the Government at the start of the contract and as changes occur.

13.5.6 The Contractor shall determine status of all customers, i.e., enlisted on separate rations, officer, guests, Rations in
Kind (RIK), etc., and record various categories and sale items as described in cash register operating manual. Make positive identification of customers by sighting their military ID card.

13.5.7 The Contractor shall collect cash and make change for all food items sold at all meals.

13.5.8 The Contractor shall balance cash receipts tape against cash turned in. The Contractor shall be responsible for turn in of cash receipts.

13.5.9 The Contractor shall obtain signature of various categories of patrons if necessary.

13.5.10 The Contractor shall ensure cashiers and supervisor are thoroughly familiar with cash register(s) and operating instructions and are able to perform operations accurately.

13.5.11 The Contractor shall provide all necessary training for cashiers.

13.5.12 The Contractor shall provide Contractor safe(s) and all equipment necessary to safeguard Contractor funds.

13.5.13 A separate signature sheet (local form) shall be maintained to record sales to Contractor personnel.

13.5.14 The cashier will not give any customer (Officer, Enlisted or Civilian personnel) preferential treatment or head line privileges.

13.6 Collection of Funds

13.6.1 Collection Records: The cashier shall collect and account for funds on the Cash Meal Payment Book (DD Form 1544). The cashier shall ensure the book(s) are correct and collect the collect charges and surcharges. The book(s) shall be used in the sequential order in which they are issued. Erasures on book(s) shall not be made. Errors shall be lined through then initialed by the cashier and the patron.

13.6.2 The cashier shall deposit funds collected, exclusive of the Contractor change fund, with the cash collection agent in accordance with NAVSUP 486, or as per instruction by the FSO/COR. Deposits shall not be less than once each weekday.

13.6.3 Cash receipts are the property of the Government and shall be safeguarded. All receipts shall be turned into the designated cash collection agent, as stipulated.

13.6.4 The cashier shall deposit all cash overages.

13.6.5 The Contractor shall be responsible for any cash shortages.

13.6.6 Lost Cash Meal Payment Book (DD 1544) shall be regarded as a completed form containing signatures.

13.6.7 The Contractor shall reimburse the Government for each lost Cash Meal Payment Book (DD Form 1544). Reimbursement shall be computed as though the lost sheet was completed. The amount of reimbursement shall consist of the total number of lines on the ration register multiplied by the basic lunch/brunch rate with a surcharge. Reimbursement shall be made to the Government within five working days of loss.

14.0 ECMRA

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 Naval Air Station Meridian, Meridian, MS 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 the Government fiscal year (FY) which runs October 01 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at https://doncmra.nmci.navy.mil.

TECHNICAL EXHIBIT 1

HOURS OF OPERATION

1.1 Meal Hours. The Contractor employees shall be fed one half hour prior to normal meal hours. The normal meal hours are as follows:

NAS Meridian
Roy M. Wheat Galley, Bldg. 207

Days	Meal Period Times	Serving Lines
Weekdays:		
Breakfast	0530-0730	1
Lunch	1030-1230	2
Dinner	1630-1830	1
Weekends:		
Brunch	0900-1200	1
Dinner	1630-1830	1

TECHNICAL EXHIBIT 2

DAILY WORKLOAD ESTIMATED QUANTITIES

Bldg. 207 – Roy M. Wheat Galley, NAS Meridian

Breakfast	Lunch	Dinner	Brunch	Supper	Carry Out
165	350	300	0	0	0

TECHNICAL EXHIBIT 3

GOVERNMENT EQUIPMENT FURNISHED

DINING ROOM

QTY	ITEM	REMARKS
2	Hot food table/ Steam Table	Stainless steel serving compartments w/tray slide, sneeze guard & hot food lamps
3	Grill w/stand and exhaust hood system	
4	Dessert Carousals	
2	Silverware dispenser	Mobile
2	Salad bar, refrigerated unit	Mobile
2	Tray dispenser	Mobile
3	Plate dispenser	Mobile
4	Vegetable/sauce bowl dispenser	Mobile
2	Soup/salad bowl dispenser	Mobile
1	Bread dispenser	Table top
2	Toaster	Portable
2	Microwave oven	Portable
2	Hot food cabinet	Stainless
6	Work table	Stainless

2	Tray slides	Stainless
3	Table, 36”	Stainless
2	Table, 48”	Stainless w/storage area
1	Table, 72”	Stainless
3	Soda dispenser	
2	Hot chocolate dispenser	Portable
2	Ice tea dispenser	Portable
3	Beverage dispenser	Table top
3	Milk dispenser	3 - 6 GAL capacity
2	Coffee maker stand	Storage area and tray slide
2	Ice maker/water dispenser	Self-service
2	Cup dispenser	Mobile
1	Cereal Dispenser, plastic	Mobile
5	Glass dispenser	Mobile
4	Utility cart, 48”	Stainless, 2-shelf
5	Glass dispenser	Mobile
5	Table w/chairs, round	6 person table
40	Table w/chairs, square	28 person table
5	Booth w/seat benches	4 person booth
16	Doors, glass	
6	Bussing, utility cart	3 shelf
6	Trash receptacle	
24	Picture/plaque	Wall decoration
2	Hat/coat rack	Wall mounted
12	Window	
6	Insect fan	Mounted over doors
2	Ice Cream Freezer Box	Mobile

DISHWASHING ROOM

QTY	ITEM	REMARKS
4	Rubber Mat	
1	Dishwashing machine	3-tank
1	Soiled dish conveyer and table w/soak sink	Stainless w/fiber belt
1	Pulper	
2	Deep sink w/drain-board	Stainless
1	Jet spray cleaner	Flexible
3	Work table, 72”	Stainless
1	Work table, 96”	Stainless
2	Silverware dispenser	Mobile
2	Tray dispenser	Mobile
2	Vegetable/sauce bowl dispenser	Mobile
102	Silverware storage cylinder	
3	Silverware cylinder transporter	
14	Glass rack	Capacity 25
30	Glass rack	Capacity 36
37	Bowl rack	Capacity 9
18	Cup rack	Capacity 25
10	Dish rack	
3	Door, pass through	
3	Windows w/screen	
3	Fans	Electrical, floor
1	Hand Soap dispenser	Wall mounted

KITCHEN

QTY	ITEM	REMARKS
1	Meat slicer	
1	Knife Sharpener	
4	Steam Kettle (tilting)	
3	Counter	Stainless steel
6	Ventilation hood	
1	Mixer	Stationary
1	Convection Oven	
4	Rack	Mobile
1	Deep sink with work center	
2	Hand Sink	
3	Combi Ovens (*Special cleaning solution required)	
2	Spice Rack	Stainless steel
1	Desk	Metal
4	Bug light	
2	Clocks	
2	Grill Stand	
3	Fire Extinguishers	Various types
2	Soap Dispenser	
3	Trash receptacle	

BAKERY PREP SHOP

QTY	ITEM	REMARKS

Note: Room is used for storage

VEGETABLE PREPARATION ROOM

QTY	ITEM	REMARKS
1	Vegetable cutting and slicing machine	
1	Cutting/slicing/shredding machine	

8	Window w/screen	
1	Deep sink w/drain board	
1	Storage rack	
3	Refrigerator	Upright type
1	Sink, vegetable	
1	Knife locker	
1	Trash receptacle	32 Gallon capacity
1	Work table, 96”	Stainless
2	Rubber mat	
1	Scales (0 - 9 lb.)	
1	Paper towel dispenser	

UTENSIL WASHING ROOM

QTY	ITEM	REMARKS
1	Garbage disposal	
1	Deep sink w/drain board	
2	Jet spray	Flexible
1	Ventilating hood	
2	Storage rack	
1	Trash receptacle	32 Gallon capacity
1	Pot and pan washing machine	2 tank
1	Rubber mat	

LAVATORIES

QTY	ITEM	REMARKS
2	Urinals	
7	Water closet (stall)	
10	Sink	

3	Sofa/Chair	
10	Mirror	Wall mounted
5	Windows w/screen	
2	Trash receptacle	
2	Partition	
48	Locker, personal	
7	Toilet paper holders	Wall mounted

OFFICE AREAS

QTY	ITEM	REMARKS
1	Management Office Space	
1	Issue Room Storekeeper	
1	Project Manager	
1	Records Keeper	

JANITORIAL EQUIPMENT STORAGE AREA

QTY	ITEM	REMARKS
1	Deep sink	
1	Light fixture	
3	Wood shelves	Wall mounted

TECHNICAL EXHIBIT 4

GOVERNMENT FURNISHED SPACES TO BE CLEANED (Bldg. 207)

SPACE	AREA (Sq. Ft)	TYPE OF FLOOR (Material)
Main Dining rooms	4,244	Terrazzo
Serving areas	4,118	Terrazzo
Dishwashing room	984	Terrazzo
Kitchen	2,222	Quarry tile

Bakeshop	Storage	Terrazzo
Vegetable Preparation	730	Terrazzo
Passageways	735	
Utensil washing room	210	
Food Service Office	180	Rubberized flooring
Issue Storeroom Office	70	Rubberized flooring
Leading MS Office	120	Rubberized flooring
Personnel lavatories	300	Terrazzo
Loading Dock/Stairs	550	Concrete
Loading Dock area	650	Asphalt
Dumpster area		Asphalt
Exterior Grounds		Grass and asphalt

TECHNICAL EXHIBIT #5

Contractor Furnished Material/Consumables

This list is provided as a guide, and represents a minimum compiled list of material that shall be provided by the Contractor to support the workload required in this contract.

Buffing Machines
Stripping Pads
Vacuums/Sweepers
Grill Pad Holders
Grill Bricks
Divided Utility Pails
General Purpose Scrubbing Pads
Disinfectant
Mildew Remover
Dishwasher Detergents
Dispensers
Rinse Additive Dispenser
Hand Soap (for dispensers)
Mops w/Handles
Brooms
Foxtails
Paper Hats (Cooks)
Food Handler Gloves
Window Squeegees
Toilet Tissue
Toilet Seat Covers
Hand Dispenser Paper Towels

Stripping Machine
Buffing Pads Buffers
Carpet Cleaner
Grill Screens
Wet Floor Signs
Stainless Steel Cleaning Sponges
General Purpose Cleaner/Detergents Degreaser
General Purpose Bleach
Oven/Grill Cleaner
Dishwasher Detergent
Final Rinse Additives
Hand Soap Dispensers
Plain Spray Bottles
Mop Buckets/Wringers
Dust Pans
Assorted Disposable Plastic Trash Bags
Plastic Aprons
Floor Squeegees
Window Cleaner
Toilet Tissue Dispenser
Toilet Seat Cover Dispenser
Paper Towel Dispenser

General Purpose Wipe-Alls
Urinal Blocks
Aluminum Foil
Bags for Bag Lunches
*Disposable Dinner Plates
*Disposable Small Plates
Containers for Take Out Meals (Large)
Disposable Cups w/Lids for Take Out Meals
Disposable Pans for Picnics (Half & Full w/Covers)
Lubrication Gel (For Ice Cream Machines)
Cash Register Tape (Paper)
Plastic Garnishments (for serving lines)
Portable Rolling Carts
Cutlery Kit (3-Piece) for Take Out Meals
Portable Rolling Carts
Foil Wrap for Potatoes
Ladders for cleaning and changing light bulbs
Disposable Left-over Tags

Urinal Screens
Plastic Stretch Wrap for Prepared Foods Wax Paper
Ziploc Bags for Bag Meals Paper
Paper Napkins for Dispensers
*Disposable Bowls
*Disposable Cups
Containers for Take Out Meals (Small)
*Plastic Ware (Spoons, Knives, Forks)
Earplugs (Disposable)
Plastic Shrink Wrap for Shipping Pallets
Holiday Decorations Seasonal/Special Occasion (Halloween, Thanksgiving, Christmas and Easter)

Cleaner for Artificial Plants
Plastic Shrouds/Cover
Hot Pads
Vinegar & Oil Cruets for Salad Bar
Thermometers, Portable Oven, Fryer, Reefer, Pocket Style/Type
Cutting Board (Polyurethane)

*Emergency use in Dining Room

TECHNICAL EXHIBIT 6A

QUALITY STANDARDS FOR CLEANING AND HOUSEKEEPING SERVICES

The following standards apply to paragraph 5.1 of the Performance Work Statement (PWS).

1.0 FLOOR CLEANING

1.1 General: Clean floors so that no dirt or dust remains on floors, floor mats or runners, in corners, behind doors or under furniture and equipment. Cleaning is done in such a manner that no dust is raised. Furniture and equipment is moved as necessary during the cleaning process and is replaced at the completion of cleaning. Chairs are not placed on tables at any time. All cleaning debris is removed to receptacles provided for this purpose.

1.2 Spot Floor Cleaning: Spot cleaning is accomplished by hand removing, sweeping, damp mopping, or vacuuming small areas as necessary to remove food or beverage spills and debris such as cigarette butts, straws, and napkins from dining hall floors. It includes removing water, sand, dirt, or stains caused by open doors or heavy traffic. In dining areas during meal serving periods, use of manual sweepers is required.

1.3 Sweeping: Sweeping in other than food handling areas may be accomplished using brushes, brooms, treated dust mops, or electrically powered vacuum cleaners. Sweeping compound may be used sparingly. Dry sweeping in food handling areas is prohibited. In these areas, sweeping is done using a damp floor broom or brush covered with an impregnated dusting cloth. Sweeping includes the prior removal of dried matter using a putty knife or other appropriate scraper. A properly swept floor is free of litter, dust and debris.

1.4 Damp Mopping: Damp mopping is performed to disinfect the floor in areas where wet mopping is not desirable (e.g. in dining areas other than carpeted floors). Damp mop after sweeping, damp mopping is accomplished using cotton yarn or sponge mops, which have been frequently immersed in an approved disinfectant solution and wrung out until damp. A properly damp-mopped floor is free of dirt, dust, food residue, marks, film, streaks, debris, and standing water.

1.5 Wet Mopping: Wet mopping follows sweeping and is the cleaning of other than carpeted or wood floors using cotton yarn or sponge mops. Mops are frequently immersed in warm water and an approved disinfectant

solution to remove soil. Floors are then rinsed by damp mopping to remove wet mopping residue, standing water, and dingy, streaked or cloudy areas. Care is given to avoiding splash on equipment, furniture, walls, trim, and doors. A properly wet mopped floor is free of dirt, dust, food residue, film, marks, streaks, debris, and standing water.

1.6 Washing: Washing is substituted for, or added, following wet mopping on concrete floors (usually on rear platforms, outside storage areas, and around entrances and exits). A water hose with sufficient pressure is used to remove all residues of mopping or soaking. A properly washed concrete surface is free of dirt, dust, food residue, debris, stains, other than petroleum stains, and residue of mopping or soaking solutions.

1.7 Floor Maintenance: The floor maintenance will be completed in accordance with manufacturer's guidance. The finished floor is free of dust, dirt, and other debris, and has a uniform glossy appearance free of scuffmarks and other stains and discoloration. All floor maintenance solutions are removed from baseboards, furniture, trash receptacles, etc. Items that have been moved are returned to their proper positions when all operations have been completed. The maintenance techniques used on each floor depend upon the materials and equipment selected by the Contractor. The Contractor need not apply the techniques to the entire floor, unless necessary, but only to the portion of the floor needing work to bring the entire floor up to the standard set forth in the PWS.

1.8 Trash removal and cleaning: Waste receptacles are emptied and cleaned. This task includes removing debris from interior planters and flower boxes. Waste receptacles are clean when free of dust, dirt and other matter.

1.9 Spot Cleaning: Spot cleaning is the extra cleaning within any of the cleaning categories using the appropriate method. Spot cleaning is performed on an "as required" basis whenever needed because of unusual or inadvertent events such as spills, animal entry, blowing sand or dust, pipe bursts or clogging, breakage's, equipment repairs, or unusual traffic. Proper spot cleaning causes the area cleaned to meet the same standards required during scheduled service.

2.0 DUSTING

2.1 General: Dusting on other than floors is accomplished using treated hand dusters or treated damp cloths. In food handling areas, damp wiping is substituted for the dusting if it is not practical to store all food and to cover food handling equipment and utensils. A properly dusted surface is free of all dirt, dust, lint, streaks, cobwebs and soil spots.

2.2 Low Dusting: Low dusting is the removal of dirt, dust and other matter from walls, structural components, fixtures and decorations up to a height of 7 feet above the floor.

2.3 High Dusting: High dusting is the removal of dirt, dust, and other matter from ceilings, walls, structural components, equipment and fixtures above 7 feet in height. Venetian blinds, where installed, are included in this task.

3.0 DAMP WIPING

3.1 Non Food Contact Surfaces: Furniture, decorations, and non-food contact surfaces of equipment are damp wiped using a clean cloth dipped into disinfectant solution or dampened with solution from a spray bottle. A properly damp wiped surface is free of dirt, dust, grease, or other matter and of streaks, spots or water residue.

3.2 Food Contact Surfaces: These surfaces are cleaned and sanitized to be free of food particles, other soil, grease, and cleaning residue after each meal, or whenever there is an interruption in use of the surface.

3.3 Lavatories: Toilets, urinals, wash basins, slop sinks and partitions are cleaned with a germicidal detergent solution and scrubbed with brushes used only for this purpose. Toilets and urinals also require descaling. A proper cleaning removes all deposits, stains and foreign matter, including those under fixture edges,

lips and on all exposed surfaces.

3.4 Metal and Wood Polishing: Polishing follows damp wiping and is accomplished with a soft cloth using nonabrasive polish. Metal equipment and fixtures, wood fixtures, and metal or wood decorations are polished. Food contact surfaces are wiped clean without the use of polish. A properly polished surface is free of streaks, tarnish and polish residue and presents a uniformly bright appearance.

3.5 Wall and Door Cleaning: Wall and door maintenance includes cleaning walls, wainscots, doors, posts, partitions, baseboards, trim, jams and wall-mounted fixtures. These items are cleaned using a damp sponge or cloth soaked in disinfectant detergent solution. Particular care is given to removing hand smudges, grease, and splashes on baseboards, doors, and trim. Walls in high moisture areas such as washing rooms and lavatories are scrubbed as necessary to remove mold. Chlorine based compounds are used on all ceramic or vitreous surfaces. Properly cleaned hard gloss wainscots or glazed tile surfaces are bright and free of dirt, mold, stains, streaks, lint, and splash.

3.6 Glass Cleaning: Glass cleaning is the cleaning of all glass surfaces other than exterior windows, glass light fixture covers, and glasses used for beverages. It is accomplished using a damp cloth dipped in a free rinsing detergent followed by polishing with a dry cloth or paper towels. Adjacent trim is wiped clean using damp mopping procedures. A properly cleaned glass surface is without dirt, dust, grease, spots, streaks, residue, and other matter.

3.7 Window Cleaning (Exterior): Window cleaning of those windows, which are an integral part of the outer surfaces of the building. After windows have been cleaned, all traces of film, dirt, smudges, water spots, and other foreign matter are removed from frames, casings, sills and glass. Screens are cleaned so that they are free of dirt, dust and foreign matter.

3.8 Light Fixture Cleaning: Light fixture cleaning includes removing covers and damp wiping on the outside of the fixtures and covers. Florescent fixtures, including tubes and diffusers, are lightly dusted and wiped to remove dust stains. A properly cleaned light fixture is free of bugs, dirt, dust, grease, and of stains, spots, streaks, residue and other matter.

3.9 Ducts, Louvers and Vent Cleaning: Vacuuming ducts louvers and vents, removes all visible ducts, dirt, and other foreign matter. When damp wiping surfaces, it removes spots and streaks. Cleaning the interior of ducts or conduits is not included.

TECHNICAL EXHIBIT 6B

QUALITY STANDARDS FOR EQUIPMENT CLEANING

All pieces of equipment shall be free of dust, grease, food particles, and fingerprints on all surfaces, inside and outside. Seams and crevices shall be free of dirt. The following specific items should be checked:

EQUIPMENT	INSPECTION ITEM
Condiment Containers	Filled properly, no dirt in grooves, neck of container, exterior not sticky
Milk Dispensers	Interior, door gasket, pinch valve assembly, drains clean
Tables and Chairs	Seats, rungs, and legs
Salad Bar	Drains, interior, refrigeration unit, tray rails

Toasters	No dirt underneath or in seams, no crumbs on flash plates
Hot food tables and lids	Interior, drains and corners, exterior cleaned and polished
Shelving and Supports	Clean inside and out
Serving counters	Cracks clean, exterior, interior and underside, refuse or extraneous gear or materials removed
Coffee Urns	Tubes, valves, and leacher assembly, bags washed and stored in cold water, filters removed and checked
Tray Rails	Top, sides, and bottoms
Walls and Baseboards	Unbroken, impervious to water, no cobwebs, no flyspecks, no grease, streaks, or mop marks
Doors and Door Facings	Not dirty, no finger marks, tops clean
Floors and Corners	No dust in corners, behind or underneath equipment. Not slippery, wet or greasy, no wax buildup
Deck Drains	Clean and unclogged
Radiators	Clean top, behind and inside
Mess Gear Dispensers	Interior, elevators, bumpers
Dishwashing Machine	No rust, no scaling, no food (dismantled) in cracks and corners, manifolds, and spray arms, exterior including top of machine
Spray Jets	No holes clogged
Wash Rinse Tank	Drain clear, no rust, no scaling
Strainer Screens	Remove and clean
Hood Exhaust and Screens	Screen cleaned inside and out with no holes clogged
Oven and Ranges	Clean interior and exterior parts, e.g., door gaskets, handles, and glass panes
Steam Kettles and Pressure Cookers	Clear after each use and all equipment shall be free of dirt, grease, food residue and foreign matter
Vegetable Peeling Machines	Clean and sanitize immediately after each use
Splash Curtains	Clean and in good condition
Sinks	Clean inside and out, drains clear and unclogged
Counters and Drain boards	Clean inside and out

Tray Conveyors in Sculleries	Clean under belt and behind equipment. No food in cracks or corners.
Roll-through Refrigerators	Clean top, shelving, floors, and walls
Roll-through Warmers	Top and bottom, shelves and supports
Work Tables	Tops, shelves, legs and undersides clean
Storage and Refrigerator	Clean and dry all food shelving containers covered, floors cleaned
Receptacles	Empty and re-install plastic trash liners
Garbage Cans and Lids	Clean inside and out, Lids and grooves, re-install plastic trash liners
Hose	Not greasy
Mop and Mop Racks	Mops washed and properly hung for drying

DRESSING ROOMS AND LAVATORIES

Wash Bowls	Clean inside and out, and faucets
Urinals	Clean inside and out, handle clean
Toilet Stools and Seats	Clean inside and out, under seat clean, clean in rear
Lockers and Shelving	Inside, top, bottom, and sides
Soap Dispensers and Trays	Clean, in working order, filled
Towel/Toilet Paper Dispensers	Filled
Sanitary Napkin Dispensers	Empty, cleaned, re-install plastic trash liner

TECHNICAL EXHIBIT 6C

QUALITY STANDARDS FOR COOKING AND FOOD HANDLING SERVICES

1.0. **FOLLOWING PORTION CONTROL STANDARDS**

2.0. **MAINTAINING SERVING LINE RATE**. Maintain serving line rate of 4 patrons per minute at all times. Exclude delays caused by lack of customers and/or lack of food preparation by Government personnel.

3.0. **FOOD HANDLING**. Coffee is not prepared too far in advance. Equipment is properly utilized.

4.0. **SERVICE STANDARDS**. Food materials delivered on time and correct quantities; proper display of foods on serving line; adequate number of employees at serving line on time; handling of food minimized by use of suitable utensils; spillage of food at serving line cleaned as rapidly as possible; servers are courteous; chipped or cracked cups, dishes, glasses disposed of after inventoried and upon approval; care exercised in handling clean utensils and dishes.

5.0. **STORAGE STANDARDS**. Salad Bar items shall be taken directly from refrigerated spaces. Easily contaminated food placed on Salad Bar in small quantities and replenished as needed. Refrigerated

foods covered and stored in shallow pans. Ingredient containers kept covered. Containers of food stored off floor. Foods properly stacked and protected from damage. Only subsistence items stored in food storage spaces. Cold beverages pre-chilled in a sanitary manner.

6.0. **FOOD PREPARATION**. Food shall be prepared on surfaces that have been cleaned, rinsed, and sanitized to prevent cross contamination. Fixed surfaces are sanitized using a disposable cloth which has been rinsed in a sanitizing solution.

7.0. **PROGRESSIVE COOKING**. Food items shall be progressively prepared (small batch preparation) items to ensure freshness and optimum flavor, color, texture, and nutritive value. Hot food items to be offered throughout the serving period shall not be prepared in large batches and held for the duration of the meal. Food items depleted on the serving lines shall be progressively replenished throughout the scheduled serving hours so that each diner is provided a fresh prepared product. Food shall be garnished before being placed on the serving lines.

8.0. **PROGRESSIVE REPLENISHMENT**. Monitor and progressively replenish menu items, condiments and tableware for the self-service areas throughout the scheduled meal period. Depleted menu item, to include beverages, shall be replenished within five (5) minutes of occurrence so not to restrict diner flow. Empty serving line food containers shall be removed to the kitchen and replace with filled containers of garnished foods. Replacement food shall not be added to a serving line food container while the food container is on the serving line. Spills and food debris shall be cleaned up within five (5) minutes of occurrence.

TECHNICAL EXHIBIT 6D

QUALITY STANDARDS FOR WAREHOUSING SERVICES

1.0 Store food provisions in such a way as to prevent damage or deterioration.

2.0 All shipments (receipts) shall be stored in a manner to ensure that the oldest dates of pack are issued first (first-in, first-out rule).

3.0 Maintain storerooms, freezers and chill boxes in a clean and sanitary condition resulting in a satisfactory or better rating on inspections conducted by medical personnel.

4.0 Maintain 95% inventory validity of food provisions.

5.1 Maintain strict key accountability of provisions storerooms, freezers and chill boxes.

TECHNICAL EXHIBIT 7A

PERFORMANCE REQUIREMENTS SUMMARY

1. **Performance Requirement Summary (PRS):** The PRS should provide the following information:

a) List PWS requirements (TE 7B, column one (1)) which are paid for on the basis of a payment computation system specified in paragraph four (4) of this technical exhibit. The absence from this PRS of any contract requirement, however, shall not detract from its enforceability or limit the rights or remedies of the Government under any other provision of the contract.

b) Define the PWS standard of performance for each listed service (TE 7B, column two (2)). The Contractor is responsible for performing the listed service in accordance with all the standards for that service set forth in the PWS, even if one or more standard(s) for a listed service is omitted from the PWS.

c) Set forth the maximum allowable deviation from perfect performance for each listed service, the

Acceptable Quality Level (AQL), that may occur before the Government will use a deduction formula to compute a payment of less than 100 percent of the maximum payment for the listed service (TE 7B, column three (3)).

d) Define the lot used as the basis for surveillance or for payment computation purpose (TE 7B, column 3). A lot size is the number of times that the service is to be performed during a specified time period (normally one month). It is usually expressed as the number of meal periods per month (30-day month) or the scheduled or expected occurrence of a service over a given period of time.

e) Set forth the primary surveillance methods the Government will use to evaluate the Contractor performance in meeting the contract requirements (TE 7B, column four (4)).

f) Set forth the percentage of the contract price that each listed contract requirements represents (TE 7B, column five (5)).

2. Government Quality Assurance: Contractor performance shall be compared to the contract standards and AQLs using the Quality Assurance Surveillance Plan (QASP) (Technical Exhibit 7B). The Government may use a variety of inspection methods to evaluate the Contractor's performance. Only one method shall be used at a time to evaluate a listed service during an inspection for payment computation purposes. The methods of surveillance that are used in this contract are as follows:

a) Inspection of services to be performed shall be at all times and places subject to inspection by the Contracting Officer, FSO/COR, Medical Officer or a designated Government representatives. Inspections of services will be conducted as often as determined necessary to assure sufficient evaluation of Contractor performance. Inspections may be unscheduled (impromptu evaluation of Contractor performance) or at least once per week.

b) Periodic surveillance of output items (daily, weekly, monthly, quarterly, semiannually, or annually) as determined necessary to assure a sufficient evaluation of Contractor performance.

c) Customer complaints and comments. When there is a case of poor performance or non-performance, the FSO/COR shall investigate the complaint (written or oral) and if found to be valid, ensure it is documented.

3. Criteria for Evaluating Unacceptable Performance: The Contractor shall receive 100% of the contract's monthly rate unless the required services are above the Acceptable Quality Level (AQL) percentages in column three (3) of Exhibit 7B. The contract monthly rate shall be adjusted accordingly for each specified tasking column 1 of Exhibit 7B by the maximum amount specified in column five (5) of the PRS. When the defects allowed by the AQL are exceeded, the FSO/COR shall complete the Contract Discrepancy Report (CDR) (Technical Exhibit 7D) and submit each report to the Contracting Officer. The Contracting Officer will provide each CDR to the Contractor for comments. The Contractor shall explain, in writing, why performance was unacceptable, how performance shall be returned to acceptable levels, and how recurrence of the problem shall be prevented in the future. The Contracting Officer will evaluate the Contractor's explanation/plan and determine if full payment, partial payment, or the contract termination process is applicable.

4. Determining the number of defects that shall cause reduced payments: The number of defects that shall cause a deduction in payment shall be determined as follows:

a) If the AQL is a constant number of defects (for example, two (2) defects), the AQL plus one or more additional defects shall cause a deduction in the payment (for example, three (3) defects).

b) If the AQL is a percentage value, it is multiplied by the lot size to determine the number of defects that shall allow maximum payment. If the resulting value has a decimal, it shall be rounded to the next higher whole number if the decimal is .5 or greater and to the lower whole number if the decimal is less than .5. One or more additional defects shall cause a deduction in the payment.

5. Acceptance of Re-Performance or Late Performance

a) The Contractor's quality control is expected to ensure performance to standards. Except as otherwise provided by this section, the services required by this contract are of such a nature that defective or incomplete performance disclosed by Government inspection is not subject to correction by re-performance or late performance. The Contractor shall not be entitled to re-perform, perform late, or otherwise correct defective services for the purpose of improving an existing inspection rating or avoiding a deduction in the full contract price.

b) At the sole determination of the Contracting Officer and upon notification to the Contractor, the Contractor may be required to re-perform or perform late any or all-defective work disclosed by Government inspection including defective and incomplete performance. Where the Contracting Officer so determines, the Contractor shall be notified promptly after inspection that specified defective services shall be re-performed or performed late, and completed within a reasonable time specified by the Government. In such cases, the Government will re-inspect work designated for re-performance or late performance and damages shall be assessed against the Contractor.

c) When the Government requires re-performance or later performance disclosed by inspection, the original inspection results shall not be modified upon re-inspection but shall reflect results of re-inspection.

6. Contractor Payment

a) Monthly payments to the Contractor shall be reduced for unacceptable performance using the methods described below. Each month, Contractor performance shall be compared to contract standards and acceptable quality levels using the QASP. If performance in any specific service is unacceptable, and the unacceptable performance is clearly the fault of the Contractor, an amount of money up to the percentage costs of the service as stated in column five (5) of the QASP shall be deducted. This column lists the maximum percentage of the monthly payment that can be deducted for failure to perform the required service.

b) If performance of a service exceeds the AQL, the Government will not pay the full percentage in column five (5) for that service.

c) The payment for listed services exceeding the AQL shall be calculated as follows:

d) When surveillance by scheduled or unscheduled inspections or customer complaint, the maximum payment percentage for the service on column five (5) of the QASP is multiplied by the percentage of the lot found unacceptable. The resulting percentage is the percent of the monthly contract price that shall be deducted for the listed service. The total number of defects found, not just the defects in excess of the reject level are used to determine the percentage of the lot found unacceptable.

e) For those services that are performed less frequently than monthly, surveillance and computation of the Contractor payment shall be made during or immediately following the month when that service is performed. The payment computation shall be determined for the entire period since the last surveillance and shall be based upon the total maximum payment available for the entire period since the last surveillance. Should computation of the Contractor payment result in an amount less than has already been paid for the preceding month(s) of the period since the last surveillance, the Government shall deduct the overpayment from the current month's invoice.

7. Examples of Payment Computations

a) For service surveillance by scheduled or unscheduled inspection, the deduction percentages in column five (5) of the QASP shall be applied against the facility monthly cost:

1. Total monthly cost of Dining Facility service is $100,000.00.

2. Salad Bar area sanitation is unacceptable (AQL of 5.0 percent exceeded. Service is unacceptable with five (5) or more defects.)

3. Lot size is 90 meal periods per month.

4. Number of defects in sample is 9 or 10 percent (9 divided by 90).

5. Payment percentage from column 5 is 3 percent.

6. Cost of service is $100,000.00 multiplied by 3 percent (item 4).

7. Deduction is $3,000.00 multiplied by 10 percent or $300.00.

b) For those services that are surveyed on a less than monthly basis, any deduction for unsatisfactory performance shall be taken from the month's invoice when that service was scheduled to be completed. Since a monthly percentage of the service price is included in each month's invoice payment, the service price shall be accumulated to reflect the actual number of months that the surveillance (i.e. for a quarterly check multiply the monthly percentage in column five (5) of QASP by three (3) to determine the quarterly value. This is the amount to be used for deduction computation.) It is possible for the deduction to be larger than the one-month price for the service. Because surveillance is not completed in the early months, the Contractor is paid during those months as if the service shall prove satisfactory for all months. The final adjustment is done during the month surveillance is complete.

TECHNICAL EXHIBIT 7B

QUALITY ASSURANCE SURVEILLANCE (QASP)

Required Service	Performance Requirements Summary Standards	Note 1	Method of Surveillance	Note 2
Clean salad/fruit/dessert bars	Wipe clean throughout meal, clean storage unit and salad bars per 10.2.3 of PWS.	5%	Random Inspection	3%
Dining room policing and bussing	Tables and chairs cleaned, table cloths changed, condiment containers cleaned and replaced. Decks, carpets and walls clean per 10.2.3 of PWS.	5%	Random Inspection	6%
Cleaning of Serving Lines 1	Wipe clean throughout meal, clean soft serve machine, drain and clean gaylord ventilators, shelving, worktables, clean wainscoting weekly, mop decks, remove hot foods per 10.4.1 of PWS.	5%	Random Inspection	2%
Clean Beverage Lines	Wipe clean throughout meal, wash milk dispensers, defrost as required, wash bar clean coffee pot, beverage machines, microwaves per 10.4.1 of PWS.	5%	Random Inspection	2%
Clean kitchen area	Clean all specialized kitchen equipment, ventilation systems, reefers, and associated items per 10.2.1 of PWS.	5%	Random Inspection	10%
Scullery operation and cleaning	Clean and sanitize dishware, operate scullery inventory weekly, secure machine, clean space, descale weekly.	5%	Random Inspection	13%
Pots and Pans Cleaning	Clean and sanitize mess gear, return to point of use/storage, operate utensil washing machine and descale weekly, operate 3 compartment sink in accordance with NAVMED P-5010.	5%	Random Inspection	6%
Passageways and heads	Clean heads and passageways/entryway. Police heads at	5%	Random	4%

	the end of each day and after meals on weekends.		Inspection	
Pastry/dessert wrapping	Portion individual fruits, desserts, and prepared salads per 10.4.1 of PWS.	5%	Random Inspection	3%
Serving of food	Wipe clean throughout meal, replenish serving lines, and serve per 11.2 of PWS and TE 6.	5%	Random Inspection	7%
Beverage, silverware re-supply	Replenish beverages and dinnerware as required per TE 6.	5%	Random Inspection	4%
Salad Bar	Set up replenish and clean throughout meal. Clean and secure at end of meal per 10.2.3 of PWS.	5%	Random Inspection	6%
Food Preparation	Receipt, cooking, control, and proper handling of all food items per 11.2.5 of PWS.	5%	Random Inspection	15%
Vegetable preparation room	Prepare salads and fruits and vegetables. Count leftovers, clean space and equipment per 10.4.5 of PWS.	5%	Random Inspection	9%
Management and miscellaneous	Provide supervision throughout day training, periodic cleaning of tables, chairs, door sills jams blinds and windows.	5%	Random Inspection	10%

Note 1: Maximum allowable degree of deviation from the requirement, Acceptable Quality Level (AQL)
Note 2: Maximum deduction for contract price for exceeding the requirement, (AQL)

TECHNICAL EXHIBIT 7C

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

ITEM	REF. IN PWS	ACC/UNACC
1. Personal Hygiene		
2. Serving Line(s)		
3. Dining Area(s)		
4. Pot Pan Room		
5. Scullery Room(s)		
6. Lavatories		
7. Offices and Passageways		
8. Vegetable Preparation Room (including reefer chilled box)		
9. Loading Dock & Garbage Area		
10. Meat Preparation Room/Cook chilled/Baked chilled		
11. Galley Equipment		
12. Galley Area		
13. Beverage/Janitorial rooms		
14. Food Preparation		
15. Cash Collection		

Remarks:

INSPECTOR	CIVILIAN SUPERVISOR
ASST FSO/COR	FSO/COR

CONTRACT DISCREPANCY REPORT

1. Contract Number					
2. Contracting Officer					
3. From: (Quality Assurance Evaluator)					
DATES					
4. Prepared Oral Notification		5. Returned by Contractor		6. Action Completed	
7. Discrepancy or Problem: (Describe in detail/include contract violation paragraph/attach continuation sheet if necessary)					
8. Signature of Contracting Officer					
9. To: Contracting Officer		From: Contractor			
10. Contractor response as to cause, corrective action and actions to prevent reoccurrence. Attach continuation sheet if necessary.					
11. Signature of Contractor representative					Date:
12. Government Evaluation					
13. Government Actions:					
CLOSE OUT					
Printed Name/Title		Signature			Date
Contractor Notified					
QAE Signature					
ACO Signature					

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
1001	Destination	Government	Destination	Government

2001	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 13-JUN-2016 TO 30-SEP-2016	N/A	NAVAL AIR STATION MERIDIAN WILLIAM JONES ROY M. WHEAT GALLEY 207 FULLER ROAD MERIDAN MS 39309601-67 601-679-3258 FOB: Destination	N63043
1001	POP 01-OCT-2016 TO 30-SEP-2017	N/A	N/A FOB: Destination	
2001	POP 01-OCT-2017 TO 30-SEP-2018	N/A	N/A FOB: Destination	
3001	POP 01-OCT-2018 TO 30-SEP-2019	N/A	N/A FOB: Destination	

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
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
52.204-13	System for Award Management Maintenance	JUL 2013
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015

52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	OCT 2015
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-1	Payments	APR 1984
52.232-18	Availability Of Funds	APR 1984
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.237-1	Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	DEC 2015
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	SEP 2015
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.217-7019	Sanitary Conditions	DEC 1991
252.219-7011	Notification to Delay Performance	JUN 1998
252.222-7007	Representation Regarding Combating Trafficking in Persons	JAN 2015
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006

252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.247-7023	Transportation of Supplies by Sea	APR 2014

CLAUSES INCORPORATED BY FULL TEXT

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

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

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

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

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

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

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

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

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

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

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

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

taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

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

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

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

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

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

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

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

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

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

(1) The total value of all current, active contracts and grants, including all priced options; and

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

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

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

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (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)

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2015)

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

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

(1) The solicitation number; **N68836-16-T-0048**

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the Offeror;

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

(5) Terms of any express warranty;

(6) Price and any discount terms; **Insert price and applicable discount terms in the solicitation only.**

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

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the Offeror shall complete electronically): **If registered in SAM, state the valid registration date, and submittal of a hard copy is not required.**

(9) Acknowledgment of Solicitation Amendments; **A signature and date is required on all amendments.**

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

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

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

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date,

the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an Offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed Offeror and past performance information on the debriefed Offeror.

(3) The overall ranking of all Offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful Offeror.

(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

ADDENDUM TO 52.212-1

Offerors need only submit a signed quote by the solicitation closing that 1) shows the Offeror is not taking exception to any solicitation term; 2) includes the Representations and Certifications contained in the provisions; and 3) includes unit prices and total prices for all line items and sub line items for which the Navy is soliciting a price.

OFFERORS SHOULD NOT SUBMIT ANY ADDITIONAL INFORMATION WITH THEIR QUOTE.

After the solicitation closing date, the Contracting Officer may require an Offeror to promptly submit information to demonstrate the Offeror is responsible. (See 52.212-2).

Quotes must be returned to the address listed below no later than the date and time specified on Page 1, block 9 of the solicitation. Quotes **can be emailed to maya.maxies-clemons@navy.mil.** Submissions of “Late” quotes will not be accepted.

All proposals delivered in response to this solicitation shall reflect the following on the address label:

1. Solicitation Number: N68836-16-T-0048
2. The legend "TO BE DELIVERED UNOPENED TO: NAVSUP Fleet Logistics Center Jacksonville, Contracts Division, ATTN: Maya Maxies-Clemons, Building 110, 3rd Floor, NAS Jacksonville, FL 32212
3. The volume and copy number contained in the box.

Proposals shall be delivered to:

Fleet Logistics Center Jacksonville, FL
Contracting Department Code 230
Attn: Maya Maxies-Clemons
110 Yorktown Ave; 3rd Floor, Bldg. 110
NAS Jacksonville FL, 32212

(End of provision)

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

Award Consideration

The Government will make a single award using the low price technically acceptable ("LPTA") source selection. The Government intends to award on initial offers but reserves the right to conduct discussions.

To be determined technically acceptable, an Offeror must submit a quote that does not take exception to any terms of the solicitation. The Contracting Officer will use the following rating table:

Rating	Description
Acceptable	Quote does not take exception to any term of solicitation and therefore clearly meets the requirements of the solicitation.
Unacceptable	Quote takes exception to a solicitation term(s) and therefore does not clearly meet the requirements of the solicitation.

Note: The proposed method of procurement will be full and open competition 100% small business set-aside, with the intent to follow competitive procedures permitted under the Randolph Sheppard Act; Pursuant to 20 USC 107 and 34 CFR 395.33, a Randolph-Sheppard Act (RSA) State Licensing Agency (SLA) that submits an offer will be granted a priority in the source selection. If an SLA submits an offer that is in the competitive range, the Contracting Officer may initiate discussions solely with the SLA for the purpose of facilitating an award to the SLA without further consideration of the other Offerors.

Note: In accordance with FAR 19.702(a)(1), the Offerior shall submit a small business subcontracting plan with a minimum goal of 5% for small businesses unless one of the exceptions of FAR 19.702(b) apply.

Price will be evaluated by totaling the prices for all line items and subline items, including options, for which the Government has requested the Offeror provide a price. The pricing used for the option under FAR 52.217-8 will be based on one-half of the previous option year's pricing.

An award will only be made to an Offeror that satisfies the general responsibility standards of FAR 9.104-1.

The Contracting Officer may either make a responsibility determination without requesting any information from an Offeror or require the Offeror provide information to substantiate that it satisfies the general responsibility standards of FAR 9.104-1. The particular information requested from an Offeror will be specific to that Offeror. For example, an Offeror that the Contracting Officer is less familiar with may be required to provide information not required from another Offeror. The Contracting Officer may consider an Offeror's inability to promptly respond to a request for information as an indication the Offeror is nonresponsible since FAR 9.103(c) obligates prospective Contractors to affirmatively demonstrate their responsibility.

When the Contracting Officer requests responsibility information, the Contracting Officer's request, the Offeror's response, and all related communications between the Government and Offeror are solely for the purpose of determining whether the Offeror is responsible. These communications will not constitute discussions within the meaning of FAR 15.306 since the Offeror will not be given an opportunity to revise its proposal.

While the Contracting Officer may require the Offeror to provide any information related to the standards at FAR 9.104-1, the following are examples of information that may be required:

1. A demonstration, through information such as bank references and financial information (e.g., most current annual balance sheet), that the Offeror has adequate financial resources to perform the contract.

2. A demonstration the Offeror's price is not so low as to call into question the Offeror's capability to successfully perform the contract.

3. Contractors shall have a satisfactory performance record. A prospective Contractor shall not be determined responsible or non-responsible solely on the basis of a lack of relevant performance history in accordance with FAR 9.104-1 (c).

4. A demonstration the Offeror can comply with the required performance schedule, including a transition plan.

5. A demonstration the Offeror has, or can obtain, the organizational, management and technical skills to successfully perform. This demonstration may involve the particular personnel and approaches available to the Offeror.

6. The Offeror's quality assurance procedures.

7. The equipment and facilities the Contractor will use.

8. Contractors shall have a satisfactory record of integrity and business ethics in accordance with FAR 9.104-1(d).

9. Completion of the Representations and Certifications under 52.212-3 Alt I contained in this solicitation.

10. A demonstration the Offeror isn't an inverted domestic corporation.

11. A demonstration the Offeror has all registrations, permits and licenses required to perform the contract in the location for which the Offeror is proposing.

12. In the event the Offeror is a joint venture, a Memorandum of Association which indicates who has the authority to bind the company

Nothing in this provision limits the Contracting Officer's discretion to rely on information available from other sources (e.g., past performance data bases, discussions with other entities familiar with the Offeror) or to use any other technique described FAR 9.1 when determining whether the Offeror satisfies the FAR 9.104-1 general responsibility standards.

In accordance with FAR 9.104-3(d), upon making a determination of nonresponsibility with regard to a small business concern, the Contracting Officer shall refer the matter to the Small Business Administration, which will decide whether to issue a Certificate of Competency.

(End of Provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (OCT 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 $3,500 for which the liability remains unsatisfied.

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

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

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

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. 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 Countriesof 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 $3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at http://www.treasury.gov/ofac/downloads/t11sdn.pdf).

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

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

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

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

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

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

Immediate owner CAGE code:

___

Immediate owner legal name:

___

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

Is the immediate owner owned or controlled by another entity:
[___] Yes or [___] No.

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

Highest-level owner CAGE code:
___

Highest-level owner legal name:
___

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

(End of Provision)

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

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

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

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

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

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

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public

enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Payment.--

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) Interest.

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

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

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

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

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

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

(u) Unauthorized Obligations.

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

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

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

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

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

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

(End of Clause)

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

X ((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).

X (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]

X ((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.

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

X (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)).

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

____ (20) 52.219-16, Liquidated Damages—Subcon-tracting 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).

X (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)).

X (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).

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

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

X (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).

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

X (31) 52.222-37, Employment Reports on Veterans (July 2014) (38 U.S.C. 4212).

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

X (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).

X (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).

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

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

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

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

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

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

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

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

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

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

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

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

X (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).
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_____ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

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

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (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) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

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

(viii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).

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

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

(xi) 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).

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

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

(xiv) 52.222-54, Employment Eligibility Verification (Aug 2013).

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

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

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

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

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

(End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of provision)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 5 days prior to contract expiration.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 5 days of contract expiration provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 39 months and 18 days.
(End of clause)

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

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

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

TASK	Employee Class	Monetary Wage-Fringe Benefits
3.2.3	Project Manager	GS-11
3.2.4	Assistant Project Manager	GS-9
3.2.5	Supervisor	GS-7

(End of clause)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

110 Yorktown Ave, Bldg 110, 3rd Floor
Contracting Department Code 230
NAS Jacksonville, FL 32212

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

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

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

FAR Clauses: http://acquisition.gov/far/
DFARS Clauses: http://www.acq.osd.mil/dpap/dars/dfarspgi/current/

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses: http://acquisition.gov/far/
DFARS Clauses: http://www.acq.osd.mil/dpap/dars/dfarspgi/current/

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(End of clause)

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

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

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

(End of provision)

252.203-7996 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION 2016-O0003)(OCT 2015)

(a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in section 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds appropriated (or otherwise made available) by this or any other Act may be used for a

contract with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation*. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

252.203-7997 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2016-O0003)(OCT 2015)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.
(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) Use of funds appropriated (or otherwise made available) by the Continuing Appropriations Act, 2016 (Pub. L. 114-53) or any other FY 2016 appropriations act that extends to FY 2016 funds the same prohibitions as contained in sections 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.
(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (DEC 2015)

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

Controlled technical information, covered contractor information system, and covered defense information defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting.

(b) The security requirements required by contract clause 252.204-7012, Covered Defense Information and Cyber Incident Reporting, shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) For covered contractor information systems that are not part of an information technology (IT) service or system operated on behalf of the Government (see 252.204-7012(b)(1)(ii))--

(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, ``Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (see http://dx.doi.org/10.6028/NIST.SP.800-171), not later than December 31, 2017.

(2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

(A) Why a particular security requirement is not applicable; or

(B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

(End of provision)

252.204-7011 ALTERNATIVE LINE-ITEM STRUCTURE (SEP 2011)

(a) Line items are the basic structural elements in a solicitation or contract that provide for the organization of contract requirements to facilitate pricing, delivery, inspection, acceptance and payment. Line items are organized into contract line items, subline items, and exhibit line items. Separate line items should be established to account for separate pricing, identification (see section 211.274 of the Defense Federal Acquisition Regulation Supplement), deliveries, or funding. The Government recognizes that the line item structure in this solicitation may not conform to every offeror's practices. Failure to correct these issues can result in difficulties in accounting for deliveries and processing payments. Therefore, offerors are invited to propose an alternative line item structure for items on which bids, proposals, or quotes are requested in this solicitation to ensure that the resulting contract structure is economically and administratively advantageous to the Government and the Contractor.

(b) If an alternative line item structure is proposed, the structure must be consistent with subpart 204.71 of the Defense Federal Acquisition Regulation Supplement and PGI 204.71. A sample solicitation line-item structure and a corresponding offer of a proposed alternative line-item structure follow.

Solicitation:

Item No.	Supplies/Service	Quantity	Unit	Unit price	Amount
0001.....	Computer, Desktop with	20	EA	.....	.....

CPU, Monitor, Keyboard
and Mouse.

Alternative line-item structure offer where monitors are shipped separately:

Item No.	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Computer, Desktop with CPU, Keyboard and Mouse.	20	EA		
0002	Monitor	20	EA		

(End of provision)

252.209-7991 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2016 APPROPRIATIONS (DEVIATION 2016-O0002) (OCT 2015)

(a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in sections 744 and 745 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds made available by this or any other Act may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is [____] is not [____] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [____] is not [____] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2013)

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

Component means any item supplied to the Government as part of an end product or of another component.

End product means supplies delivered under a line item of this contract.

Qualifying country means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

Australia
Austria
Belgium
Canada
Czech Republic
Denmark
Egypt
Finland
France
Germany
Greece
Israel
Italy
Luxembourg
Netherlands
Norway
Poland
Portugal
Spain
Sweden
Switzerland
Turkey
United Kingdom of Great Britain and Northern Ireland.

Structural component of a tent--

(i) Means a component that contributes to the form and stability of the tent (e.g., poles, frames, flooring, guy ropes, pegs);

(ii) Does not include equipment such as heating, cooling, or lighting.

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

U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

(1) Food.

(2) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials and components thereof. Clothing includes items such as outerwear, headwear, underwear, nightwear, footwear, hosiery, handwear, belts, badges, and insignia.

(3) (i) Tents and structural components of tents;

(ii) Tarpaulins; or

(iii) Covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

(6) Spun silk yarn for cartridge cloth.

(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.

(8) Canvas products.

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply--

(1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To incidental amounts of cotton, other natural fibers, or wool incoporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool--

(i) Is not more than 10 percent of the total price of the end product; and (ii) Does not exceed the simplified acquisition threshold in FAR part 2;

(3) To waste and byproducts of cotton or wool fiber for use in the production of propellants and explosives;

(4) To foods, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced. Fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States shall be provided in accordance with paragraph (d) of this clause;

(5) To chemical warfare protective clothing produced in a qualifying country; or

(6) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if--

(i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include--

(A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);

(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/ tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

(C) Upholstered seats (whether for household, office, or other use); and

(D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and continuous filament para-aramid yarns manufactured in a qualifying country.

(d)(1) Fish, shellfish, and seafood delivered under this contract, or contained in foods delivered under this contract--

(i) Shall be taken from the sea by U.S.-flag vessels; or

(ii) If not taken from the sea, shall be obtained from fishing within the United States; and

(2) Any processing or manufacturing of the fish, shellfish, or seafood shall be performed on a U.S.-flag vessel or in the United States.

(End of clause)

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)

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: Contracting Officer
ADDRESS: Contracting Department (Code 230)
NAVSUP FLC Jacksonville
NAS Jacksonville, Florida 32212
TELEPHONE: (904) 542-4931
(End of Clause)

FREEDOM OF INFORMATION ACT (FOIA)

NAVSUP FLCJ FOIA REPRESENTATIVE:

NAVSUP Fleet Logistics Center Jacksonville
110 Yorktown Ave; 3rd Floor
Naval Air Station
Jacksonville, Fl 32212

Telephone: 904-542-3824

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.

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	CBA dtd 17 August 2015	7	17-AUG-2015

QUESTIONS

Requests for questions shall be submitted in writing no later **than 12 April 2016 by 2:00 p.m. Eastern Standard Time** to ensure the Government has adequate time to respond. All requests for clarification shall be submitted via email to maya.maxies@navy.mil, **NO PHONE CALLS WILL BE ACCEPTED**.

It is the Government's intention that questions and responses will be distributed electronically to all Contractors via amendment(s) to the RFQ. The amendments or other documentation related to this solicitation will be issued by email.

CBA
COLLECTIVE BARGAINING AGREEMENT (CBA)

Per FAR 22.1002-3, wage determinations based on collective bargaining agreements, successor contractors must pay wages and fringe benefits (including accrued wages and benefits and prospective increases) at least equal to those contained in any bona fide collective bargaining agreement entered into under the predecessor contract. This requirement is self-executing and is not contingent upon incorporating a wage determination or the wage and fringe benefit terms of the predecessor contractor's collective bargaining agreement in the successor contract.

As such all offeror's are advised to thoroughly read the predecessor contract CBA between Meridian Food Services, LLC and Industrial, Technical and Professional Employees Union, OPEIU Local 4873, AFL-CIO dated 17 August 2015 provided as attachment 01. The CBA applies to this requirement for the first year ONLY and will be an electronic attachment (Attachment 2) with this solicitation.

Offeror's failing to adequately capture and account for employee entitlements in their cost proposal, as identified in the CBA listed above, shall not be entitled to require an adjustment for such benefits or bonus entitlements at a later date.

The requirement is currently being performed, to the best of the Government's knowledge, as indicated in the table below.

COLLECTIVE BARGAINING AGREEMENT WAGES EFFECTIVE 10/01/2014

Labor Category	**Unburdened Hourly Rate**
Data Entry Clerk (Meridian, MS)	$14.67
Head Cook (Meridian, MS)	$12.87
Cook II (Meridian, MS)	$12.62
Cook I (Meridian, MS)	$11.87
Food Service Worker (Meridian, MS)	$11.12
Vegetable Preparation (Meridian, MS)	$11.27
Cashier (Meridian, MS)	$11.30
JOD (Issue Room Storekeeper) (Meridian, MS)	$12.62

HISTORICAL RESOURCE DOCUMENT

The below table illustrates the historical labor mix and is provided only as a tool to assist in establishing resources. It is the contractor's sole responsibility to determine appropriate resources needed to accomplish work required by the PWS.

Historical Manning Document

Position	Base Year # of personnel
FSW Duel (Includes 4 Cashier)	6
Data Entry Clerk (Records Keeper)	1
Head Cook	2
Cook II	3
Cook I	2
Food Service Worker	17
Vegetable Preparation	1
Jack of the Dust	2
Managerial Staff (Includes 1 Project Manager, 2 Assistant Project Managers, and 2 Supervisors)	5
Total	39

SCA DOL WAGE TABLE

MERIDIAN, MS

SERVICE CONTRACT ACT: This requirement falls within the scope of the Service Contract Act, FAR Subpart 22.10. Pursuant to Federal Acquisition Regulation (FAR) CLAUSE 52.222-41, Service Contract Act of 1965, as amended, the US Department of Labor Register Number **2005-2299**, Revision No. **18**, dated **12/29/2015**, is hereby incorporated. A copy of the SCA wage determination can be downloaded at: http://www.wdol.gov