

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER SEE SCHEDULE		PAGE 1 OF 92	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER N68836-16-T-0258	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SUSAN P. GRIFFITH		b. TELEPHONE NUMBER (No Collect Calls) 904-542-1178		6. SOLICITATION ISSUE DATE 19-Aug-2016	
9. ISSUED BY NAVSUP FLC JACKSONVILLE CONTRACTS DIV SUSAN GRIFFITH 110 YORKTOWN AVE, 3RD FLOOR NAS JACKSONVILLE FL 32212-0097 TEL: 904-542-1178 FAX: 904-542-1095		CODE N68836		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: \$15M NAICS: 541990		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 15	
15. DELIVER TO CENTER FOR EOD & DIVING GEORGE PRIMAVERA 304 N. MCCARTHY AVENUE BLDG. 845 STE 117 EGLIN AFB FL 32542 TEL: 850-230-7292 FAX: 850-230-7059		CODE N62640		16. ADMINISTERED BY			
17a. CONTRACTOR/OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
FACILITY CODE		TEL.					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/>				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			

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

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

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

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

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

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Range Safety Support Services FFP Base Year, Range Safety and First Aid Support Services for the Naval School for Explosive Ordnance Disposal and Diving (NAVSCOLEOD) located at Eglin AFB, Florida. Services are to be performed in accordance with Performance Work Statement. FOB: Destination MILSTRIP: N6264016RCE0017 PURCHASE REQUEST NUMBER: N6264016RCE0017 SIGNAL CODE: A	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	IED Fabricator FFP Base Year, Advanced Improvised Explosive Device Fabricator Support Services for the Naval School for Explosive Ordnance Disposal and Diving (NAVSCOLEOD) located at Eglin AFB, Florida. Services are to be performed in accordance with Performance Work Statement. FOB: Destination MILSTRIP: N6264016RCE0015 PURCHASE REQUEST NUMBER: N6264016RCE0015	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Supply Support Services FFP Base Year, Supply/Material Support Services for the Naval School for Explosive Ordnance Disposal and Diving (NAVSCOLEOD) located at Eglin AFB, Florida. Services are to be performed in accordance with Performance Work Statement. FOB: Destination MILSTRIP: N6264016RCE0013 PURCHASE REQUEST NUMBER: N6264016RCE0013	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Range Safety Support Services FFP Option Year 1, Range Safety and First Aid Support Services for the Naval School for Explosive Ordnance Disposal and Diving (NAVSCOLEOD) located at Eglin AFB, Florida. Services are to be performed in accordance with Performance Work Statement. FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	IED Fabricator FFP Option Year 1, Advanced Improvised Explosive Device Fabricator Support Services for the Naval School for Explosive Ordnance Disposal and Diving (NAVSCOLEOD) located at Eglin AFB, Florida. Services are to be performed in accordance with Performance Work Statement. FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003 OPTION	Supply Support Services FFP Option Year 1, Supply/Material Support Services for the Naval School for Explosive Ordnance Disposal and Diving (NAVSCOLEOD) located at Eglin AFB, Florida. Services are to be performed in accordance with Performance Work Statement. FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	Range Safety Support Services FFP Option Year 2, Range Safety and First Aid Support Services for the Naval School for Explosive Ordnance Disposal and Diving (NAVSCOLEOD) located at Eglin AFB, Florida. Services are to be performed in accordance with Performance Work Statement. FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION	IED Fabricator FFP Option Year 2, Advanced Improvised Explosive Device Fabricator Support Services for the Naval School for Explosive Ordnance Disposal and Diving (NAVSCOLEOD) located at Eglin AFB, Florida. Services are to be performed in accordance with Performance Work Statement. FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 OPTION	Supply Support Services FFP Option Year 2, Supply/Material Support Services for the Naval School for Explosive Ordnance Disposal and Diving (NAVSCOLEOD) located at Eglin AFB, Florida. Services are to be performed in accordance with Performance Work Statement. FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 OPTION	Range Safety Support Services FFP Option Year 3, Range Safety and First Aid Support Services for the Naval School for Explosive Ordnance Disposal and Diving (NAVSCOLEOD) located at Eglin AFB, Florida. Services are to be performed in accordance with Performance Work Statement. FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002 OPTION	IED Fabricator FFP Option Year 3, Advanced Improvised Explosive Device Fabricator Support Services for the Naval School for Explosive Ordnance Disposal and Diving (NAVSCOLEOD) located at Eglin AFB, Florida. Services are to be performed in accordance with Performance Work Statement. FOB: Destination	12	Months		
NET AMT					<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003 OPTION	Supply Support Services FFP Option Year 3, Supply/Material Support Services for the Naval School for Explosive Ordnance Disposal and Diving (NAVSCOLEOD) located at Eglin AFB, Florida. Services are to be performed in accordance with Performance Work Statement. FOB: Destination	12	Months		
NET AMT					<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		12	Months		
OPTION	Range Safety Support Services FFP Option Year 4, Range Safety and First Aid Support Services for the Naval School for Explosive Ordnance Disposal and Diving (NAVSCOLEOD) located at Eglin AFB, Florida. Services are to be performed in accordance with Performance Work Statement. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002		12	Months		
OPTION	IED Fabricator FFP Option Year 4, Advanced Improvised Explosive Device Fabricator Support Services for the Naval School for Explosive Ordnance Disposal and Diving (NAVSCOLEOD) located at Eglin AFB, Florida. Services are to be performed in accordance with Performance Work Statement. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003		12	Months		
OPTION	Supply Support Services FFP Option Year 4, Supply/Material Support Services for the Naval School for Explosive Ordnance Disposal and Diving (NAVSCOLEOD) located at Eglin AFB, Florida. Services are to be performed in accordance with Performance Work Statement. FOB: Destination				

NET AMT

PERFORMANCE WORK STATEMENT

**PERFORMANCE WORK STATEMENT (PWS)
FOR OPERATIONAL SUPPORT SERVICES ASSISTING
THE NAVAL SCHOOL EXPLOSIVE ORDNANCE DISPOSAL (NAVSCOLEOD)
EGLIN AIR FORCE BASE, FL**

1.0 SCOPE

The Naval School Explosive Ordnance Disposal (NAVSCOLEOD) requires the following Contractor support services: (1) Explosive Ordnance Disposal (EOD) instructional assistance to include design, fabrication, and construction of functional advanced Improvised Explosive Devices (IED), Electronic Counter Measures (ECM), and Unexploded Ordnance (UXO) training aids and training; (2) Range safety/first aid services; and (3) Supply technician services. The Contractor shall provide all labor, supervision, management and materials necessary to accomplish the tasks outlined herein.

2.0 BACKGROUND

The U.S. Navy has historically used Contractor support services to provide technical support for the IED Program at NAVSCOLEOD. Contractor support is necessary for the design and fabrication of IEDs, and for training exercises. In addition, Contractor assistance provides range safety/first aid services and material supply assistance.

3.0 APPLICABLE DIRECTIVES

3.1 ADVANCED IMPROVISED EXPLOSIVE DEVICE FABRICATOR

- NAVSCOLEODINST 1540.1, Instructor Qual
- NAVSCOLEOD Demo SOP
- NAVSCOLEOD Inert SOP
- Range Specific Emergency Action Plan
- NAVSCOLEODINST 5100.10 Tobacco Use, Cessation, and Education
- Policy Letter 001-15

3.2 RANGE SAFETY/FIRST AID SUPPORT

- NETCINST 1500.13
- NAVSCOLEODINST 5100.10 Tobacco Use, Cessation, and Education

3.3 SUPPLY/MATERIAL SUPPORT

- NAVSCOLEODINST 5090.1, HMC&M Manual CENEODDIVEINST 5401.1 Section 4 Logistic Processes
- NAVSCOLEODINST 5100.10 Tobacco Use, Cessation, and Education

4.0 ACRONYMS AND ABBREVIATIONS:

AIEDD	Advanced Improvised Explosive Device Disposal
CENEODDIVE	Center for Explosive Ordnance Disposal and Diving
CNRSE	Commander, Navy Region Southeast
COR	Contracting Officer's Representative
CREW	Vehicle-mounted Electronic-warfare Jammer
DCAA	Defense Contract Audit Agency
DFAS	Defense Finance and Accounting Service
DFWP	Drug Free Work Place
DGR	Designated Government Representative
DISCO	Defense Industrial Security Clearance Office
DoD	Department of Defense
DON	Department of the Navy
DONCAF	Department of the Navy Central Adjudication Facility
ECM	Electronic Counter Measure

EOD	Explosive Ordnance Disposal
IAW	In accordance with
ICO	Installation Commanding Officers
IED	Improvised Explosive Device
JIEDDO	Joint IED Defeat Organization
KO	Contracting Officer
NACL	National Agency Check with Local Agency and Credit Checks
NAVOSH	Navy Occupational Safety and Health
NISP	National Industrial Security Program
OEF	Operation Enduring Freedom
OIF	Operation Iraqi Freedom
OPM	Office of Personnel Management
OPNAV	Office of the Chief of Naval Operations
PIR	Passive Infrared
POV	Privately Owned Vehicle
QCP	Quality Control Plan
RCIED	Radio Controlled Improvised Explosive Device
SCI	Sensitive Compartmented Information
TTPs	Tactics, Techniques and Procedures
UXO	Unexploded Ordnance
WAWF	Wide Area Work Flow
WMD	Weapon of Mass Destruction

5.0 GENERAL REQUIREMENTS

The place of performance is at NAVSCOLEOD, 304 N McCarthy Avenue, STE 117, Eglin AFB, Florida, 32542-5649. The period of performance is a twelve (12) month base period (24 Sep 2016 – 23 Sep 2017) with four (4), twelve (12) month option periods (24 Sep 2017 through 23 Sep 2018, 24 Sep 2018 through 23 Sep 2019, 24 Sep 2019 through 23 Sep 2020, and 24 Sep 2020 through 23 Sep 2021).

There is a mixture of job categories required to perform this effort. Historically, support for this requirement has taken four (4) Range Safety/First Aid responders, one (1) Supply Technician, and one (1) IED Fabricator.

The Contractor shall establish adequate work shifts to provide the required services as covered in Section 9 below. Work on weekends and Federal holidays will normally not be required.

6.0 PERFORMANCE WORK STATEMENT (PWS)

The specific performance requirements to accomplish this effort are outlined in the paragraphs below. The Contractor shall provide a compliance matrix to ensure all required skills, knowledge, and experience meet the minimum requirements of this PWS.

6.1 ADVANCED IMPROVISED EXPLOSIVE DEVICE FABRICATOR (TASK 6.1):

- The Contractor shall maintain the AIEDD training division's inventory of ECM equipment on a total of 22 CREW units with an estimated dollar value of \$64,000 dollars.
- The Contractor shall assist in the training and instructing of EOD operators in field repair and use of Government-owned ECM equipment and systems.
- The Contractor shall provide technical and operational expertise to staff and students in electronic spectrum theory and in technical and operational aspects of RCIED Defeat.
- The Contractor shall construct IED and UXO training aids as required and research IED intelligence via

SIPRNET.

- The Contractor shall manage and maintain 100% accountability of training aid inventory of approximately 167 line items, and 1,200 on hand training aids valued at \$417K dollars, and shall aid Supply Division in research for procurement of IED training aid parts.
- The Contractor shall provide material solution recommendations to EOD (TTPs) Tactics, Techniques and Procedures for IED's and Weapons of Mass Destruction (WMD).
- The Contractor shall participate in setting up role playing exercises and scenarios at the training area sites.
- The Contractor shall ensure that exercises and scenarios are safely set up for training prior to scheduled training events.
- The Contractor shall participate in the development of technology assessments, research and development, short and long range training plans, training programs and provide training and technology support to NAVSCOLEOD Chain of Command.
- The Contractor shall operate Government-furnished bench lathes, drills, and other tools to fabricate IED and UXO parts, troubleshoot electrical malfunctions, diagnose problems and perform repair and preventative maintenance of IED and UXO equipment, make recommendations to Designated Government Representative (DGR) to replace equipment if estimated cost to repair exceeds replacement cost.
- The Contractor shall design new electronic circuits when required by the electronics subject matter expert and modify yearly PWS parts list to include the newly designed training items.
- The Contractor shall conduct market research for procurement of classroom electronics kits and provide input used to procure electronics kits that will meet the criteria needed for students and staff to complete training objectives. Electronic kits are designed to contain all the parts necessary to construct various circuits used in building various IEDs.
- The Contractor shall prepare correspondence and maintain files of correspondence, forms, regulations, directives, letters and other publications as required. Ensure publications, instructions, directives and files are accurately updated and correspondence is accurately filed and processed in accordance with the Navy Correspondence Manual SECNAVINST 5216.5D and SSIC Manual SECNAVINST 5430.7P.
- The Contractor shall liaison with intelligence specialists regarding latest worldwide IED threats.
- The Contractor shall prepare approximately 15 class IED reports per year at an average of (1) one report per class. Weekly IED reports are to be submitted no later than close of business every Friday. Class reports will cover electronic equipment status, device inventories, electronic component inventories, current validity of devices. Weekly reports will cover emerging IED trends, TTPs, commonly used components, and current threats. Reports will be forwarded to the AIEDD Division Officer electronically via email. The reports are generally unclassified. If the reports require the inclusion of classified information, the report shall be sent on SIPRNET email to the AIEDD Division Officer.
- The Contractor shall properly safeguard classified, Privacy Act, and Official Use Only documentation and conduct end-of-day security checks of buildings and spaces to ensure they are properly secured and that all classified material, Privacy Act, and Official Use Only documentation is properly stowed and safeguarded.

6.2 RANGE SAFETY/FIRST AID SUPPORT (TASK 6.2):

- The Contractor shall serve as on-site Range Safety Observer/First Aid Responder point of contact during exercises at live-fire ranges. There are three (3) fire ranges, and a minimum of two (2) Range Safety/First Responders shall be present while a range is in use.
- The Contractor shall provide routine non-emergency First Aid support and/or medical treatment to personnel during live-fire exercises.
- The Contractor shall contact and direct all first responders to the scene of all personnel requiring medical attention. Document and report all medical related incidents to the Designated Government Representative (DGR). Provide aid to ill and injured personnel until medical units arrive at the scene.
- The Contractor shall clean and inventory the medical supplies and equipment contained in all Government-furnished emergency response vehicles. Restock medical items that have been used or

require replacement due to shelf-life expiration. Medical supplies can be obtained from the medical division. Complete and conduct patient statistics and medical information forms for inclusion in student medical records, ensuring entries are error free and entered in a timely manner.

- The Contractor shall ensure Privacy Act information and “Official Use Only” documents are properly safeguarded in accordance with SECNAVINST 5211.5 series.
- Of the medical equipment and supplies maintained in the ambulances, the Contractor shall ensure shortages resulting from damage, issuance, or losses/receipt shortages are documented and reported within 24 hours.

6.3 SUPPLY/MATERIAL SUPPORT (TASK 6.3):

- The Contractor shall analyze and conduct technical research for supply requests. Research National Stock Numbers (NSN) and part numbers through the use of Illustrated Parts Breakdowns (IPBs), technical manuals, publications, schematics and use of automated systems (FEDLOG) to ensure compatibility with current equipment to fill operational requirements.
- The Contractor shall check for material availability through Defense Logistics Agency (DLA), General Services Administration (GSA), and Department of the Navy supply channels through use of Military Standard Request and Issue Program (MILSTRIP).
- The Contractor shall submit material requisition orders through the Navy Supply System using MILSTRIP or non-standard requisitions.
- The Contractor shall load and unload material deliveries by hand or by forklift, depending upon the weight and configuration of the delivery.
- The Contractor shall receive and inspect shipments of supplies for correct quantity and damage; process receipts in automated database (Excel) against outstanding supply requisitions.
- The Contractor shall document all discrepant material shortages/damage or losses of material in accordance with NAVSUP P-485.
- The Contractor shall maintain receipt and issue files and correspondence; maintain other systems of record in accordance with the NAVSUP P-485.
- The Contractor shall recommend to the Designated Government Representative (DGR), high limits and low limits for inventory based on historical data, and length of lead time required for receipt of incoming material.
- The Contractor shall receive and answer routine telephone inquiries regarding related matters.
- The Contractor shall maintain a 95% level of accountability on material receipts, issues and shipments in accordance with NAVSUP P-485.
- The Contractor shall consolidate trouble calls from building managers, and initiate and track work orders with 96th Civil Engineering Group (96CEG) and assign work order numbers for internal (NAVSCOLEOD) actions.
- The Contractor shall maintain log books and Excel databases for internal (NAVSCOLEOD) and external (96CEG) work orders.
- The Contractor shall prepare labels, name tags, and signs from a variety of material (i.e. plastic, brass, etc.) upon request using a computer operated engraver.

7.0 SKILLS AND KNOWLEDGE REQUIRED FOR THE POSITIONS

7.1 ADVANCED IMPROVISED EXPLOSIVE DEVICE FABRICATOR (TASK 6.1)

- The Contractor shall have the ability to utilize the following programs and systems: EXCEL, ACCESS, SIPR, JDIGS, CEXI, WIT, and CENTCOM JUONS; technical manuals (CREW, JIEDDO gear and Material Owners Maintenance Manuals); and equipment specifications sufficient to perform research and analysis work related to Maintenance Center functions.
- The Contractor shall possess excellent communication skills, both oral and written, in English.
- The Contractor shall prepare reports, as required, to document the daily maintenance actions assigned. The Contractor shall possess excellent organizational and interpersonal skills. The Contractor shall be skilled in the use of Microsoft Word, Excel, and Power point.

- The Contractor shall possess a minimum of two years of experience in fabrication of training aids utilizing electrical hand tools and equipment and basic hand tools.
- The Contractor shall possess a strong electronics background with experience within the last three years in Electronic Warfare Systems with operational Electronic Warfare Systems or combat Electronic Warfare Systems experience, both active and passive countermeasures.
- The Contractor shall possess a minimum of two years of experience in the operation of electronic test equipment, electric tools, and basic hand tools.
- The Contractor shall have a minimum of one year experience in project management.
- The Contractor shall be able to use PIC Basic Pro to design user specific programs that include multiple inputs, for microchips to be implemented into IED circuits and in house designed printed circuit boards.
- The Contractor shall be able to install and modify commercial car alarms. These alarms shall have modifications that include, but are not limited to, use of Passive Infrared (PIR's), Microwave circuits, and vibratory circuits. These modified alarms systems shall be able to interact with Contractor installed IED's/WMD's in a vehicle.
- The Contractor shall have the technical skill level to set-up, modify, and install and repair functional commercial alarms systems. This includes modification and implementation into a functional IED.
- The Contractor shall be able to utilize reverse engineering techniques on IED's/WMD's for evaluation purposes and be able to reproduce as functional IED's/WMD's.

7.2 RANGE SAFETY/FIRST AID SUPPORT (TASK 6.2):

- The Contractor shall possess effective interpersonal communication skills, both oral and written.
- The Contractor shall possess organizational skills adequate to ensure the safeguarding of Privacy Act Information and protected health information. The Contractor shall possess knowledge of and experience in how to make entries into Student Medical Records.
- The Contractor shall possess basic computer skills to include data processing and proper correspondence.
- The Contractor shall possess a current/valid CPR certification either through the American Red Cross, the American Heart Association, or an equivalent certified medical institution.
- The Contractor shall possess current/valid state driver's license.
- The Contractor shall possess and maintain Emergency Vehicle Operator Certification (EVOC).
- The Contractor shall possess knowledge and training to perform procedures listed in NETCINST 1500.13B para (19)

7.3 SUPPLY/MATERIAL SUPPORT (TASK 6.3):

- The Contractor shall have the ability to utilize Microsoft Excel and Microsoft ACCESS, Government-owned equipment technical manuals and Material Owners Maintenance manuals, specifications and other courses of action to perform research and analysis work related to Naval Supply System functions.
- The Contractor shall possess interpersonal communication skills both oral and written, and possess basic computer skills to include data processing and proper correspondence.
- The Contractor shall possess a current/valid OSHA Forklift Certification and retain functional knowledge of operating materials handling equipment up to 6,000 pound capacity.
- The Contractor shall possess a current/valid state driver's license.
- The Contractor shall possess a minimum of 3 years of Department of Defense (DoD) Supply experience which includes procurement methods such as GSA .
- The Contractor shall possess basic military supply skills in material issue, storage, receipt, inventory and shipping.

8.0 PERIOD OF PERFORMANCE:

Base period of performance:	24 Sep 2016 – 23 Sep 2017
Option I if exercised:	24 Sep 2017 – 23 Sep 2018
Option II if exercised:	24 Sep 2018 – 23 Sep 2019
Option III if exercised:	24 Sep 2019 – 23 Sep 2020

Option IV if exercised:

24 Sep 2020 – 23 Sep 2021

9.0 WORK HOURS

9.1 ADVANCED IMPROVISED EXPLOSIVE DEVICE FABRICATOR (TASK 6.1):

The Contractor shall develop personnel work schedules to ensure tasks described in the PWS are performed. Core work hours are normally between the hours of 0730 – 1600. No weekend and/or holiday work is required. The DGR may adjust hours as required due to operational commitments. Workspace is typically available to the Contractor from 0600 – 1700 Monday through Friday. The Contractor shall support one (1) night drill per class between the hours of 1400 and 2400. There are 15 classes per year.

9.2 RANGE SAFETY/FIRST AID SUPPORT (TASK 6.2) AND SUPPLY/MATERIAL SUPPORT (TASK 6.3):

The work week shall not exceed 40 hours per week. The Contractor shall develop personnel work schedules to ensure tasks described in the PWS are performed. The below information is provided as historical information only to provide insight on existing work schedule. Core work hours are normally between the hours of 0700 – 1530 Monday through Friday, excluding legal public holidays. The DGR may adjust hours as required due to operational commitments. Workspace is typically available to the Contractor from 0500 – 1700 Monday through Friday.

10.0 PLACE OF PERFORMANCE

The normal place of performance is at: NAVSCOLEOD Test Area D-51. Mailing address: NAVSCOLEOD, 304 N. McCarthy Ave. STE 117, Eglin AFB, Florida 32542-5649.

11.0 WORK ENVIRONMENT AND PHYSICAL DEMANDS

11.1 ADVANCED IMPROVISED EXPLOSIVE DEVICE FABRICATOR (TASK 6.1):

All tasks require a portion of work to be performed in outdoor field conditions and also in a work shop environment in and around military vehicles and similar conditions where moderate risks or discomforts require wearing protective clothing and gear which will be provided by the Government, with the majority of work being performed in an office setting which may require prolong periods of standing and /or lifting or carrying equipment up to 50 pounds.

11.2 RANGE SAFETY/FIRST AID SUPPORT (TASK 6.2) AND SUPPLY/MATERIAL SUPPORT (TASK 6.3):

Individual tasks may involve prolong standing or sitting. Tasks may require a portion of work to be performed outdoors and/or in an office environment. Contractor personnel must be able to lift up to 50 pounds.

12.0 SECURITY REQUIREMENTS

12.1 INFORMATION SECURITY

To the extent the Contractor receives or is given access to proprietary data, data protected by the Privacy Act of 1974, as well as any other classified or privileged technical, business, or financial information under this contract, the Contractor shall treat and protect such information IAW any restrictions imposed on such information. Access includes the functions of data handling, storage, electronic transmission and physical distribution.

12.2 PHYSICAL SECURITY

The Contractor is responsible for knowledge of and compliance with all OPNAV and local site instructions, policies, and procedures regarding physical security in the performance of this contract. The Contractor shall safeguard all Government property in assigned work areas and secure all Government material in the Contractor's possession when not under direct physical control of Contractor employees.

12.3 IDENTIFICATION BADGES AND PASSES

All Contractor personnel shall obtain and display the required employee and vehicle permits IAW local base policy and instructions. The Contractor shall submit to the Designated Government Representative (DGR), prior to the performance start date, an estimate of the number of personnel expected to be employed on the contract. The Government will provide Government-issued Command badges and Common Access Cards (CAC) without charge. Each employee shall provide the information requested for the badge and vehicle pass, and shall wear the Government-issued badge over the front of their outer clothing, visible and above the waist. Government-issued employee identification shall be worn at all times while on the installation and provided for inspection when requested by management, security, or police personnel. Passes and badges issued by the Contractor to their employees are in addition to the requirements of the Government for employee identification. Lost badges must be reported immediately to the issuing office. The Contractor shall be responsible for ensuring all departing Contractor employees are out-processed, to include turn-in of security identification badges. When an employee leaves the Contractor's service, the employee's identification card shall be returned to the DGR upon their departure. The DGR will have and exercise full and complete control as to granting or denying security identification badges. It shall be the Contractor's responsibility to account for all security identification badges issued to its contracted employees.

12.4 KEY CONTROL

The DGR will ensure keys are issued for Contractor assigned spaces. The Contractor shall establish a control system IAW OPNAVINST 5530.14 and 5530.15 series and local base policies and instructions to safeguard Government-issued keys to prevent theft, loss, or use by unauthorized persons. If, through negligence of the Contractor, the Government must re-key locks for which the Contractor has received keys, the Contractor shall reimburse the Government for costs incurred.

12.5 AUTOMATED INFORMATION SYSTEM (AIS) SECURITY

The Contractor shall comply with NAVSUPINST 5239.1 series and site-specific installation regulations for information security.

13.0 SECURITY CLEARANCE

13.1 CONTRACT SECURITY CLASSIFICATION SPECIFICATION

The Department of Defense Contract Security Classification Specification (DD Form 254) itemizes the security classification requirements for this contract. The DD Form 254 is an attachment to this solicitation. The work to be performed under this contract requires access to, and handling of classified information up to and including SECRET. The Contractor shall obtain facility and personnel clearances as may be required by the Department of Defense Industrial Security Program prior to award of the contract.

13.2 SECRET CLEARANCE

The Contractor shall have a Facility Clearance at **SECRET** level. All Contractor personnel shall have a **SECRET** clearance. The ADVANCED IMPROVISED EXPLOSIVE DEVICE FABRICATOR will require SIPRNET access to accomplish research and weekly delivery of the IED trend reports listed in 6.1. Contractor employees who require access to classified information shall be investigated and cleared under the National Industrial Security Program (NISP). A Visit Request, DD Form 254 or DoD Letter of Consent-NISP Form, shall be submitted to the DGR and

servicing Command Security Manager validating the clearance level. Contractor employees who require access to sensitive unclassified information or computer systems are required to have a favorable National Agency Check (NACLCL) IAW SECNAV INST 5510.30 series and SECNAVINST 5510.36 series. The employee roster provided to the DGR will be used by the Command Security Manager to accomplish this check under the Facilities Access Determination Program. The Government retains the right to exclude any Contractor personnel from performing under this contract if that employee is a security risk or is unable to obtain a security clearance. The exclusion of an employee for security reasons shall not relieve the Contractor from performance of the services required under this contract. DD Form 254 contains additional information regarding specific higher-level security clearances. Periodic updates to past investigations are mandatory and employee participation in providing information and completing forms is required.

14.0 TRUSTWORTHINESS SECURITY

Contractor employees are required to have obtained a favorably adjudicated National Agency Check with Local Agency and Credit Checks (NACLCL) determination, the Department of the Navy (DON) has determined that all DON information systems are sensitive regardless of whether the information is classified or unclassified. A Contractor whose work involves access to sensitive unclassified information warrants a judgment of an employee's trustworthiness. Therefore, all personnel accessing DON computer systems must undergo a NACLCL to verify their trustworthiness. Also, Commands will include Facility Access Determination (FAD) program requirements in the contract specifications when determinations will be required on the Contractor employees. The following addresses those requirements for Security.

Verification of U.S. Citizenship: The Contractor shall require each applicant for a Personnel Security Clearance who claims U.S. Citizenship to produce evidence of citizenship. **Contractors who are not U.S. Citizens or are dual citizens with another country will not be eligible for employment.**

Each Contractor employee shall have a favorably completed National Agency Check with Local Agency and Credit Checks (NACLCL).

If Contractor personnel currently have a favorably adjudicated NACLCL, the Contractor will notify the Security Manager of the command and they shall visit utilizing OPNAV 5521/27 Visit Request form. The visit request will be renewed annually or for the duration of the contract, whichever is less. If no previous investigation exists, the Contractor personnel shall complete the requirement for a Trustworthiness NACLCL. The NACLCL is processed through the command Security Manager. The NACLCL will be processed through the use of the Electronic Questionnaires for Investigations Processing (e-QIP). Please note: Applicants can only access the e-QIP system if they have been instructed to do so by an appropriate official at sponsoring agency. Individuals cannot pre-apply for a security clearance, nor update their security questionnaire, unless granted access by an appropriate agency official.

Investigative requirements for DON Contractor personnel requiring access to classified information are managed under the National Industrial Security Program (NISP). Requests for investigation of Contractor personnel for security clearance eligibility are processed by the OPM and adjudicated by Defense Industrial Security Clearance Office (DISCO). When SCI access is at issue, the DONCAF is the adjudicative authority for all DON Contractor personnel requiring SCI access eligibility.

The e-QIP software can be accessed at the Office of Personnel Management (OPM) website <http://www.opm.gov/e-qip/index.asp> or <http://www.dss.mil>. The Contractor should provide the completed Personnel Security Questionnaire (PSQ) for verification or a completed SF-86 or SF-85P to the Command Security Manager along with the original signed release statements and two applicant fingerprint cards (FD 258). Applicants can obtain an SF-86 or SF-85P by visiting the Office of Personnel Management (OPM) website located at: <http://www.opm.gov/forms/html/sf.asp>. The responsibility for providing the fingerprint cards rests with the Contractor. The Security Manager will review the form for completeness, accuracy and suitability issues.

The DONCAF will provide the completed investigation to the requesting command security manager for the

trustworthiness determination. The command will provide written notification to the Contractor advising whether or not the Contractor employee will be admitted to command areas or be provided access to unclassified but sensitive business information. Trustworthiness determinations are the sole prerogative of the commanding officer of the sponsor activity. If the commanding officer determines, upon review of the investigation, that allowing a person to perform certain duties or access to certain areas, would pose an unacceptable risk, that decision is final. No due process procedures are required.

The Contractor employee shall take all lawful steps available to ensure that information provided or generated pursuant to this arrangement is protected from further disclosure unless the agency provides written consent to such disclosure. Security clearance requirements are defined in DD254 of the basic contract.

"ALL AUTHORIZED USERS OF DOD INFORMATION SYSTEMS SHALL RECEIVE INITIAL INFORMATION ASSURANCE (IA) AWARENESS ORIENTATION AS A CONDITION OF ACCESS AND THEREAFTER MUST COMPLETE ANNUAL IA REFRESHER AWARENESS TRAINING TO MAINTAIN AN ACTIVE USER ACCOUNT."

15.0 SMOKING/DRUG/ALCOHOL POLICY

15.1 SMOKING/ALCOHOL POLICY

The use of alcohol on NAVSCOLEOD property is prohibited. Use of alcohol off NAVSCOLEOD property during non-working hours must stop in sufficient time as to not affect or impair an employee's ability in any way prior to reporting for work. The Contractor shall comply with the smoking policies and workforce requirements contained in NAVSCOLEODINST 5100.10, Tobacco Use, Cessation, and Education.

15.2 DRUG POLICY

The Contractor shall comply with all applicable Federal statutes, laws, and regulations to implement a Drug Free Workplace Program (DFWP).

16.0 EMPLOYMENT OF FEDERAL EMPLOYEES

The Contractor shall not employ or enter into a contract with any person to perform work under this contract who is an employee of the United States Government, either military or civilian, unless such person receives approval IAW applicable Federal, Navy and DOD regulations.

17.0 LANGUAGE REQUIREMENTS

All Contractor personnel shall have excellent communication skills in reading, writing, speaking, and understanding English to perform the work.

18.0 PERSONNEL CONDUCT

The selection, assignment, reassignment, transfer, supervision, management, and control of Contractor personnel employed to perform tasks specified herein shall be the responsibility of the Contractor. The Contractor shall be responsible for the performance and conduct of Contractor and Subcontractor employees at all times. Personnel employed by the Contractor in the performance of this contract, or any representative of the Contractor entering the installation shall abide by the security regulations listed in the contract and shall be subject to such checks by the Government as deemed necessary. The Contractor shall not employ for performance under this contract any person whose employment would result in a conflict of interest with the Government's standards of conduct.

19.0 PERSONNEL COMPLIANCE

The Contractor shall ensure that Contractor employees observe and comply with all local and higher authority policies, regulations, and procedures concerning fire, safety, environmental protection, sanitation, security, traffic, parking, energy conservation, flag courtesy, "off limits" areas, and possession of firearms or other lethal weapons. When two or more directives or instructions apply, the Contractor shall comply with the more stringent of the directives or instructions.

20.0 PERSONNEL REMOVAL

Government rules, regulations, laws, directives, and requirements that are issued during the term of the performance period relating to law and order, installation administration, and security shall be applicable to all Contractor employees and representatives who enter the installation. Violation of such rules, regulations, laws, directives, or requirements shall be grounds for removal (permanently or temporarily as the Government determines) from the work site or installation. Removal of employees does not relieve the Contractor from the responsibility for the work defined in this contract

20.1 REMOVAL BY INSTALLATION COMMANDER

The Installation Commander may, at his discretion, bar an individual from the installation under the authority of 18 USC 1382 (1972), for conduct that is determined to be contrary to good order, discipline, or installation security and safety.

20.2 REMOVAL REQUESTED BY DESIGNATED GOVERNMENT REPRESENTATIVE (DGR)

The DGR may require the Contractor to remove an employee working under this contract for reasons of misconduct or security violations. Contractor employees shall be subject to dismissal from the premises upon determination by the DGR that such action is necessary in the interest of the Government.

20.3 REMOVAL BY MILITARY POLICE

Contractor employees may be denied entry to or may be removed from the installation by Military Police if it is determined that the employee's presence on the installation may be contrary to good order, discipline, or installation security and safety.

21.0 PERSONAL APPEARANCE:

The Contractor shall ensure that all employees maintain a standard of grooming and personal appearance that is in keeping with their positions as professionals in a military environment. Attire shall be appropriate to the occasion, in good taste, clean, and in good repair. Shirts, blouses, and outerwear may be solid or patterned, but shall not have writing or pictures. The employing contractor's name or logo is authorized. Clothing or exposed tattoos may not be sexually provocative, suggestive, advocate drug use, or depict racial comments, vulgarities, or offensive language. Current styles and fashions are authorized as long as they provide a respectable appearance. Tank top shirts, undershirts worn as outer garments, cut-off shorts, sandals, or flip-flops are not appropriate. For safety reasons, all shoes must be close toed. Employees are required to wear hard soled shoes or boots on practical area/ranges.

22.0 MEETINGS AND BRIEFINGS

22.1 REQUESTED MEETINGS

When requested by the DGR, the Contractor shall attend, participate in, and furnish input to weekly coordination meetings.

22.2 MONTHLY MEETINGS

The Contractor shall meet with the DGR and the Government Quality Assurance Evaluator (QAE) on a monthly basis to review contract performance. Meetings shall include review and analyses of key process indicators, analyses of process deficiencies, and problem resolution. At these meetings, the DGR and the Contractor will discuss the Contractor's performance as viewed by the Government and problems, if any, being experienced. The Contractor shall take appropriate action to resolve outstanding issues. A mutual effort shall be made by the Contractor and DGR/COR to resolve any and all problems identified.

22.3 MEETING ATTENDEES

Meeting attendees shall include Contractor managerial, supervisory, and/or other personnel knowledgeable of the subject matter.

22.4 REPORTING REQUIREMENTS

When the Contractor is the sole representative on behalf of the Government at meetings, the Contractor shall deliver a related report to the DGR within two working days after meeting completion. The report shall include identifying information, general observations and conclusions or recommended actions, and any additional information, such as handouts. Contractor personnel must identify themselves as Contractors in meetings.

22.5 MANAGEMENT AND ADMINISTRATION

The Contracting Officer (KO) has ultimate authority for administration of this contract. The KO may delegate authority through various appointed representatives, including, but not limited to, the COR, technical assistants, one or more technical monitors, and other Government representatives associated with specific functions.

23.0 INTERACTION WITH OTHER ACTIVITIES

23.1 GOVERNMENT PERSONNEL

Government and Contractor personnel will be working in common office and warehouse areas during working hours. Contractor performance shall not interfere with Government work in the area where any service or maintenance work is being performed. In the event the Contractor believes that Government and other Contractor personnel are interfering with the performance of the tasks described in this PWS, the Contractor shall notify the DGR immediately. The Contractor is obligated to continue performance of the effort described in this contract unless there is authorization from the KO or DGR/COR to stop work. Failure by the Contractor to notify the DGR and receive necessary instructions could result in denial of any additional costs incurred in performance of the contract under such conditions.

23.2 OTHER CONTRACTOR PERSONNEL

Other Government Contractors may be performing required services in areas that interrelate with the requirements of this contract. The Government will facilitate initial contact between Contractors performing other contracts and this contract. The Contractor shall provide all further required coordination between other Contractors for any task specified in this contract that relates to or impacts on any other contracted work.

24.0 VEHICLE AND EQUIPMENT OPERATION

24.1 PRIVATELY-OWNED VEHICLE (POV) PERMITS

Contractor personnel using POVs on DoD installations shall have proper permits for entry onto the installations. All vehicles, private or Contractor-owned, shall comply with the vehicle operation regulations that govern installations. All vehicles are subject to search while on DoD installations. Only licensed Contractor personnel shall operate vehicles on DoD installations. Vehicles shall be operated IAW local and state laws as well as installation specific

traffic regulations.

24.2 PRIVATELY-OWNED VEHICLE (POV) PARKING

The Contractor shall utilize on-station POV parking in authorized areas. The Government reserves the right to change parking arrangements at any time.

24.3 TRAFFIC ACCIDENT REPORT REQUIREMENTS

The Contractor shall report to Base Security, within one hour, any traffic accident involving Contractor personnel that occurs on base, whether in the performance of this PWS or commuting in their POVs, IAW OPNAVINST 5102.1 series, OPNAVINST 5100.23 series, and other applicable local instructions. The Contractor shall supply a copy of any on-base traffic accident report to the DGR within five workdays after each occurrence. The Contractor shall also provide the DGR a copy of any report of an off-base traffic accident that involves Contractor personnel in the performance of this PWS within five workdays after each occurrence.

24.4 FINES, FEES, POINT ASSESSMENT AND OTHER COSTS

The Contractor shall pay all fines, fees, point assessment, and other costs associated with traffic violations or accidents that occur in the performance of work under this contract, and is not entitled to any reimbursement by Agency/Navy.

25.0 SAFETY

The Contractor is solely responsible for compliance of all safety regulations of employees while working on Government own facilities. All accidents which may arise out of, or in connection with, performance of services required herein which result in injury, death, or property damage, shall be reported in writing to the Contracting Officer and cognizant Contracting Officer Representative (COR) within twenty-four hours of such occurrence. Reports shall provide full details of the accident, including statements from witnesses. The fore-going procedures shall also apply to any claim made by a third party against the Contractor as a result of any accident that occurs in connection with performance under this contract.

26.0 DELIVERABLES

Management/Quality Control Plan (QCP): The Contractor shall ensure quality service is maintained to perform services throughout the life of the contract, and methods for improving the overall quality are also employed. The Contractor shall therefore prepare and submit a management/quality control plan (QCP). The Contractor shall submit its QCP to the Government in sufficient time for review and approval. The QCP must be approved five working days before the contract start date. The plan shall discuss the Contractor's overall approach and procedures for evaluating each of the major service areas contained in the PWS, communicating with the Government, resolving deficiencies, identifying potential improvements, and managing day to day operations. As part of the management/QCP, the Contractor may conduct internal QC inspections. Results of any Contractor internal QC inspections and corrective actions taken shall be made available to the Government for review throughout the performance of this PWS. The Government may periodically require the Contractor to update/revise the management/QCP to ensure quality service is maintained throughout the life of the contract.

27.0 GOVERNMENT EQUIPMENT FURNISHED

The Government will provide adequate working space, all equipment (e.g., desk, chair, computer, drafting equipment, printer, copier, telephone, bench lathes, drills, and other machine tools etc.), utilities, janitorial services and expendable operating supplies for the duration of this contract. The Contractor shall maintain the assigned office space in a neat and orderly manner. The Contractor shall only use Government-furnished facilities, equipment and supplies to accomplish the tasks required under this contract. Personal or company use of phones, utilities, computers,

printers, copiers, etc., not directly related to required services is strictly prohibited. The use of Government vehicles incidental in the performance of this tasking is authorized. The Contractor shall not remove any Government equipment furnished or supplies from the worksite without the express written permission of the COR or his/her designated representative.

28.0 CONTRACTOR FURNISHED MATERIAL

N/A

29.0 REIMBURSABLE TRAVEL EXPENSES

The Government anticipates no travel expenses will be incurred under this contract.

30.0 NON-PERSONAL SERVICE STATEMENT

Contractor employees performing services under this contract will be controlled, directed, and supervised at all times by management personnel of the Contractor. Contractor management will ensure that employees properly comply with the performance work standards outlined in the PWS. Contractor employees will perform their duties independent of, and without the supervision of, any Government official or other Defense Contractor. The tasks, duties, and responsibilities set forth in the contract may not be interpreted or implemented in any manner that results in any Contractor employee creating or modifying Federal policy, obligating the appropriated funds of the United States Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee, or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government will control access to the facility and will perform the inspection and acceptance of the completed work.

31.0 GOVERNMENT MANAGEMENT OVERSIGHT

Government management will provide general instructions on limitations and deadlines. Additional instructions will be provided for any unusual assignments or those that vary from established procedures. The Contractor’s employees will independently carry out the assignments. Completed work will be spot- checked by Government management for adherence to procedures, accuracy, and completeness.

32.0 TECHNICAL POINT OF CONTACT AND INSPECTION AND ACCEPTANCE

A Contracting Officer's Representative (COR) will be appointed by the Contracting Officer for this contract, and will be responsible for performing inspection and acceptance of the services provided under this contract.

33.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS). THE PERFORMANCE STANDARDS FOR THIS PWS ARE STATED IN THE PRS BELOW:

TASK	Performance Objective	Performance Standards	Frequency	Acceptable Quality level (AQL)	Surveillance Method
6.1	Advance IED Fabricator	Adhere to requirements specified in paragraph 6.1 of the PWS	Continual	95%	Random Inspection and/or Customer Surveys and Feedback
6.2	Range Safety Observer/First Aid Support	Adhere to requirements specified in	Continual	Reports, medical record entries are accurately entered	Random Inspection and/or Customer Surveys and

	(SME)	paragraph 6.2 of the PWS		and maintained. Files, forms, folders and reports shall be made available for inspection by Government POC upon request. 98% Accuracy rate must be maintained. Privacy Act and other official use information must be protected from unauthorized disclosure 100% of the time.	Feedback
6.3	Supply Technician	Adhere to requirements specified in paragraph 6.3 of the PWS	Continual	95%	Random Inspection and/or Customer Surveys and Feedback
7.0	Meet Support Qualifications and Performance Requirements for each position identified under 6.1, 6.2 and 6.3.	Provide required personnel with qualifications for all scheduled performance periods to ensure no adverse impact on the mission	Contract Award and Continual	95% Taking into consideration unscheduled Call-ins.	COR Inspection approval of resumes, clearances, certifications and feedback 100% inspection
26.0	Management/Quality Control Plan (QCP)	Adhere to requirements set forth in the PWS Timeliness: >95% Quality: >95%	Within five (5) working days of contract start date	- Timeliness: on or ahead of schedule at least 95% of the time - Quality: Acceptable to COR at least 95% of the time	100% Inspection

34.0 NMCARS 5237-102(90) ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

The Contractor shall report ALL Contractor labor hours (including Subcontractor labor hours) required for performance of services provided under this contract for the NAVSCOLEOD, Eglin AFB, Florida, via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;

(4) D, Automatic Data Processing and Telecommunications, IT and Telecom- Telecommunications Transmission (D304) and Internet (D322) ONLY;

(5) S, Utilities ONLY;

(6) V, Freight and Shipping ONLY

The Contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil> .

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

35.0 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 Department of Defense Common Access Card (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 (NACLIC) 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 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 NACLIC to obtain a favorable determination for assignment to a non-critical sensitive or IT-II position. The NACLIC 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.

36.0 RAPIDGATE: NAVY COMMERCIAL ACCESS CONTROL SYSTEM. NCACS STATEMENT:

Commander, Navy Installations Command (CNIC), has established the Navy Commercial Access Control System (NCACS), a standardized process for granting unescorted access privileges to vendors, contractors, suppliers, and service providers not otherwise entitled to the issuance of a Common Access Card (CAC) who seek 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 will 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 visit the website: <http://rapidgate.com>.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 24-SEP-2016 TO 23-SEP-2017	N/A	CENTER FOR EOD & DIVING GEORGE PRIMAVERA 304 N. MCCARTHY AVENUE BLDG. 845 STE 117 EGLIN AFB FL 32542 850-230-7292 FOB: Destination	N62640
0002	POP 24-SEP-2016 TO 23-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62640

0003	POP 24-SEP-2016 TO 23-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62640
1001	POP 24-SEP-2017 TO 23-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62640
1002	POP 24-SEP-2017 TO 23-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62640
1003	POP 24-SEP-2017 TO 23-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62640
2001	POP 24-SEP-2018 TO 23-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62640
2002	POP 24-SEP-2018 TO 23-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62640
2003	POP 24-SEP-2018 TO 23-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62640
3001	POP 24-SEP-2019 TO 23-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62640
3002	POP 24-SEP-2019 TO 23-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62640
3003	POP 24-SEP-2019 TO 23-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62640
4001	POP 24-SEP-2020 TO 23-SEP-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62640
4002	POP 24-SEP-2020 TO 23-SEP-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62640
4003	POP 24-SEP-2020 TO 23-SEP-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62640

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
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011

52.204-7	System for Award Management	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	JUL 2013
52.204-16	Commercial and Government Entity Code Reporting	JUL 2015
52.204-17	Ownership or Control of Offeror	NOV 2014
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2015
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
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
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
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
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
252.204-7000	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
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
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.	DEC 2015
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
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
252.222-7000	Restriction On Employment Of Personnel	MAR 2000
252.222-7007	Representation Regarding Combating Trafficking in Persons	JAN 2015
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Nov 2014)	NOV 2014
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7050	Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism	OCT 2015
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

CLAUSES INCORPORATED BY FULL TEXT

52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS--
REPRESENTATION (NOV 2015)

(a) Definitions. Inverted domestic corporation and subsidiary have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) 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.

(c) Representation. The Offeror represents that--

(1) It [___] is, [___] is not an inverted domestic corporation; and

(2) It [___] is, [___] is not a subsidiary of an inverted domestic corporation.

(End of provision)

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)

CLARIFICATIONS

All requests for clarification shall be submitted via email, **NO PHONE CALLS WILL BE ACCEPTED**. The Government will continue to accept questions up to 2:00 PM EST August 24, 2016. Questions submitted afterwards will **NOT** be accepted. Please send all questions to Susan P. Griffith at susan.p.griffith@navy.mil.

It is the Government's intention that questions and responses will be distributed electronically to all Contractors via email and/or amendments to the RFQ.

SUBMITTAL INSTRUCTIONS

Contractors shall submit quotes, via email, containing all of the information below and shall format quotes in separate sections as directed.

Emailed quotes are to be sent to Susan P. Griffith, Contract Specialist at susan.p.griffith@navy.mil and cannot be larger than 5MB. Each section submitted shall be between 1 to 10 pages barring reps and certs not available in the SAM database taking it over the page/MB limit.

Note: Offerors will not be penalized if Section I is longer than 10 pages/over 5MB if the reason for the overage is caused by Offeror’s representations/certifications.

INSTRUCTIONS TO OFFEROR: Offeror shall furnish a Quote Submission Package. The package should include the following:

**SECTION I: STANDARD FORM OF CONTRACT & PRICE QUOTE
(Please provide sections A and B in one file)**

A. Contractor’s Points of Contact, System Award Management (SAM) and certifications.

Provide the name, title, email address, and telephone number of the individual(s) responsible for inquiries to the Quote. Also provide Cage Code, DUNS number, Federal Tax ID number, and business size. Complete certifications and representations in the provisions that are **NOT** included in SAM. If the Contractor’s SAM record holds all the completed representations and certifications in this solicitation, then a brief statement affirming so is all that is required. Please verify. Failure to have all the completed information may result in the Contractor being removed from consideration for award.

B: Price Quote & Standard Form of Contract (SF1449)

Standard Form 1449: Blocks 17a, 30a, b, c, of page 1 of SF 1449 shall be completed by the Offeror and Block 30b shall be signed to show the Offeror has read and agrees to comply with all terms, conditions, and instructions provided in the solicitation document.

Pricing shall be firm-fixed pricing and include all labor required to perform the work listed in the performance work statement and shall be structured in accordance with the Contract Line Items (CLIN) structure in this solicitation.

Offerors shall complete the Labor Category Table below and submit it with the Price Quote. Failure to complete the Labor Category Table below may result in the Offeror being removed from consideration for award. Offeror shall add rows to the table if needed to list multiple labor categories.

Labor Category Table With Proposed Labor Rates				
CLIN	Proposed # of Personnel	Proposed Labor Category	Unburdened Hourly Rate	Burdened Hourly Rate
0001				
0002				
0003				
1001 Option				
1002 Option				
1003 Option				
2001 Option				
2002 Option				

2003 Option				
3001 Option				
3002 Option				
3003 Option				
4001 Option				
4002 Option				
4003 Option				

C. Amendments [If Applicable]

Amendments will be provided through the Government Point of Entry. The Offeror should be aware that if submission is made PRIOR to an amendment they must RESUBMIT their proposal. It is the Offerors responsibility to ensure their proposals are submitted in a timely manner to the contracting officer.

SECTION II: TECHNICAL QUOTE / NON-PRICE INFORMATION

Provide **ONE (1) FILE** that contains all documentation required to allow for the assessment of all non-price factors as described in this provision. **Such documentation must not contain pricing information.** The Offeror shall provide the Government a staffing plan that includes a labor mix (labor category and number of personnel) that meets and can accomplish the requirements set forth in the performance work statement. The Offeror shall provide the labor category or categories that they intend to utilize during the performance of this contract by completing the table below. The proposed labor category or categories shall be evaluated to determine sufficiency in knowledge and skills required to successfully complete the tasks in the PWS. The labor category or categories shall be evaluated utilizing the current Department of Labor Service Contract Act Directory of Occupations. The staffing level the Offeror proposes shall be sufficient to successfully accomplish the required tasks with minimal risk. The Offeror shall complete the attached DD254, Department of Defense Contract Security Classification Specification (Blocks 6 a, b, c) in order to demonstrate that they have the required **SECRET Facility Clearance** needed to be awarded the contract. The DD 254 form **MUST** be submitted with their staffing plan. If the offeror does not possess the required facility clearance, they must show that they have initiated the process to obtain the clearance. Only those offerors with an approved facility clearance will be eligible for award.

Labor Category and Hours Proposed Table			
CLIN	Proposed # of Personnel	Proposed SCA Labor Category	Proposed Annual Hours
0001			
0002			
0003			
1001 Option			
1002 Option			
1003 Option			
2001 Option			
2002 Option			
2003 Option			
3001 Option			
3002 Option			
3003 Option			

4001 Option			
4002 Option			
4003 Option			

(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;

(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;

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

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

(9) Acknowledgment of Solicitation Amendments;

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

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

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

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for

quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

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

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

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

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

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

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

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

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

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

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

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

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

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

database accessed through <https://www.acquisition.gov>.

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

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

(End of provision)

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

The Government intends to award a Firm Fixed Price contract resulting from this solicitation to the Lowest Priced Technically Acceptable (LPTA) Offeror. Note: The Government intends to award solely on the information contained in the quote and is not obligated to seek completion or clarification of technical and past performance information. The Government intends to award on initial offers but reserves the right to conduct discussions.

EVALUATION CRITERIA

The Government will place a contract resulting from this solicitation to the responsible Offeror whose quote conforming to the solicitation is the lowest priced technically acceptable quote. Non-price factors will be evaluated on an acceptable or unacceptable basis. To be considered technically acceptable, a quote must receive a rating of "acceptable" for **each** non-price factor/sub-factor. The following factors shall be used to evaluate offers:

Evaluation Factors:

Factor 1: Technical Capability

The Technical Capability evaluation provides an assessment of the offeror's ability to satisfy the Government's minimum requirements. Further, technical capability will be determined solely on the content and merit of the information submitted in response to the RFQ. Therefore, it is incumbent on the interested party to provide sufficient technical documentation in order for the Government to make an adequate assessment of the Contractor's technical capabilities and approach. Failure to furnish the technical documentation shall render the quote unacceptable.

Sub-Factor 1: Technical Approach and Facility Clearance

The Contractor shall demonstrate an understanding of the solicitation requirements by describing in detail, their approach and plan to perform and manage the work specifically required by the performance work statement (PWS). The technical approach must indicate their ability to meet the minimum requirements listed

in the performance work statement. The Offeror shall complete the attached DD254, Department of Defense Contract Security Classification Specification (Blocks 6 a, b, c) in order to demonstrate that they have the required SECRET Facility Clearance. If the offeror does not possess the required facility clearance, they must show that they have initiated the process to obtain the clearance. Only those offerors with an approved facility clearance will be eligible for award.

Sub-Factor 2: Staffing Plan

The Contractor shall provide the Government a staffing plan that includes a labor mix (labor category and number of personnel) that meets and can accomplish the requirements set forth in the PWS. The Contractor shall provide the labor categories that they intend to utilize during the performance of this contract and shall identify the labor mix that will be used to complete each task listed in the PWS. The proposed labor categories shall be evaluated utilizing the current Department of Labor Service Contract Act (SCA) Directory of Occupations for those categories that fall within the scope of the Service Contract Act. The staffing level the contractor proposes shall be sufficient to successfully accomplish the required tasks in the PWS with minimal risk.

Factor 2: Past Performance

The Contractor shall provide the Government with up to three (3) references for Past Performance by completing the “Past Performance Information Form” (Attachment 1) and submitting it with their quote.

In addition to the information requested above, Offerors shall send a “Contractor Performance Evaluation Survey” (Attachment 2) to each reference it lists. This survey will be filled out by the offeror’s references and submitted directly to the Contract Specialist. The Government may consider questionnaires received after the due date of the solicitation. The Government reserves the right to contact references for verification or additional information.

Past Performance must be “recent” and “relevant” in order to be evaluated. In order to be considered “recent”, all work must either be ongoing, or have been performed within the last three (3) years. In order to be considered “relevant”, references should be for services similar to those sought in the solicitation, and may be Federal, State, or private sector customers. Any Past Performance submitted that does not meet the recent and relevant requirements will not be considered.

Offerors lacking relevant past performance history or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance. Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, “unknown” shall be considered “acceptable.”

In order to verify past performance information and determine how well the offeror performed on past contracts, the Government may contact some or all of the references provided and may collect information through existing data sources to include, but not limited to, Contractor Performance Assessment Reporting (CPARS). The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. This past performance information will be used for the evaluation of past performance.

NOTE: This evaluation and rating is separate and distinct from the Contracting Officer’s responsibility determination. The assessment of the offerors past performance will be used as a means of evaluating the relative capability of the offeror and other competitors to successfully meet the requirements of the RFQ. If the Contracting Officer determines that an offerors Past Performance is “unacceptable,” that offerors entire proposal will no longer be considered for further competition or award.

The following adjectival ratings apply to the non-price factors:

Factor 1: Technical Capability

Sub-Factor 1: Technical Approach and Facility Clearance

Rating	Description
Acceptable	Proposal meets the minimum requirements of the solicitation and provides a DD 254 that verifies the Offeror has a Secret Facility Clearance subject to confirmation by the security manager named on the DD254. If the offeror does not possess the required

	facility clearance, they must show that they have initiated the process to obtain the clearance, and will have the required clearance by the required award date.
Unacceptable	Proposal does not meet the minimum requirements of the solicitation and/or the Offeror does not provide a verified DD 254 indicating they have a Secret Facility Clearance. If the offeror does not possess the required facility clearance, they do not show that they have initiated the process to obtain the clearance, or cannot obtain the clearance by the required award date.

Sub-Factor 2: Staffing Plan

Rating	Description
Acceptable	The Contractor has provided a staffing plan that provides labor categories and number of personnel that are sufficient in meeting the requirement in the PWS. The Offeror has included a Labor Category Table as part of their staffing plan.
Unacceptable	The Contractor has not provided a staffing plan that provides labor categories and number of personnel that are sufficient in meeting the requirement in the PWS. The Offeror has not included a Labor Category Table as part of their staffing plan.

Factor 2: Past Performance

Rating	Description
Acceptable	Based on the offerors performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offerors performance is unknown.
Unacceptable	Based on the offerors performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

Factor 3: Price Quote

Pricing shall be firm-fixed pricing and include all labor required to perform the work listed in the performance work statement. Quotes shall return a fully executed SF 1449 Schedule to include a unit price and total extended price. The price proposal shall be submitted as a separate file. In addition, the Offeror shall complete and include the Labor Category Table given in the solicitation under provision 52.212-1. Unburdened Labor Rates pricing will be evaluated based on total price provided in a fully completed price proposal.

Offerors meeting or exceeding the acceptability standards for non-cost factors, will be evaluated on price. Award will be made to the responsible offeror with the lowest evaluated price. An offeror is considered responsible if they satisfy the general responsibility standards of FAR 9.104-1.

Failure to furnish the price quote in accordance with the instructions above shall render the quote unacceptable.

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 locations 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.

SELECTION

In order to be considered awardable, there must be an "Acceptable" rating in every non-price factor/sub-factor. Tradeoffs will not be used during the source selection process. Proposals will be evaluated for acceptability. The Government shall select the offeror with the lowest priced technically acceptable offer that represents the best interests of the Government.

Options-The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirements. All options prices will be considered in the award evaluation criteria including the additional six month period covered by FAR 52.217-8. The pricing used for the option under FAR 52.217-8 will be

based on one-half of the previous option year pricing. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

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

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (APR 2016)

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 (r) 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.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

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.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

Line Item No.	Country of Origin
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—	—
—	—

(List as necessary)

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

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

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

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

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

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

[List as necessary]

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

Other Foreign End Products:

Line Item No.	Country of Origin
—	—
—	—

—	—
---	---

[List as necessary]

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

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

Canadian End Products:

Line Item No.
—
—
—

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) *Listed end products.*

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

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

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

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

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

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

(2) () Outside the United States.

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

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

(2) () Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(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. The Offeror represents that--

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

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

(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)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by section 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—

(i) 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 and 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

(ii) 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.

(2) The Offeror represents that--

(i) 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

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

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [____] is or [____] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark "Unknown").

Predecessor legal name: ____.

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

(End of provision)

(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 (MAR 2016)

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

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

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

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

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

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

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

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

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

(5) [Reserved]

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

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

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

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

(10) [Reserved]

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

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

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

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

___ (13) [Reserved]

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)).

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

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

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

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

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

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

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

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

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, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

___ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

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

___ (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126).

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

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

- (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ____ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ____ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ____ (36) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- ____ (ii) Alternate I (OCT 2015) of 52.223-13.
- ____ (37)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- ____ (ii) Alternate I (Jun 2014) of 52.223-14.
- ____ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ____ (39)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- ____ (ii) Alternate I (Jun 2014) of 52.223-16.
- (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- ____ (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- ____(42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ____ (ii) Alternate I (May 2014) of 52.225-3.
- ____ (iii) Alternate II (May 2014) of 52.225-3.

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

_____ (43) 52.225-5, Trade Agreements (FEB 2016) (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).

X (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).

X (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 2015) (E.O. 13658).

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

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

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

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

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

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

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

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

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

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

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

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

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

- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (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 (Oct 2015) (E. O. 12989).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (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)

52.217-5 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 of 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 66 months.

(End of clause)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

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

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

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

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

(End of provision)

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:

FLCJ Contracting Officer
NAVSUP FLC Jacksonville Contracts Division
110 Yorktown Avenue, 3rd floor
NAS Jacksonville, FL 32212-0097

(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)

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 CPU, Monitor, Keyboard and Mouse.	20	EA

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)

252.225-7012 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 incorporated 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: FLCJ Contracting Officer
ADDRESS: NAVSUP FLC Jacksonville Contracting Office, 110 Yorktown Avenue, 3rd Floor, NAS Jacksonville, 32212-0097
TELEPHONE: (904)542-0464

(End of Clause)

WAGE DETERMINATION

WD 05-3033 (Rev.-17) was first posted on www.wdol.gov on 01/05/2016

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2005-3033
Revision No.: 17
Date Of Revision: 12/29/2015

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Florida

Area: Florida Counties of Escambia, Okaloosa, Santa Rosa

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.12
01012 - Accounting Clerk II		15.84
01013 - Accounting Clerk III		17.72
01020 - Administrative Assistant		17.64
01040 - Court Reporter		17.18
01051 - Data Entry Operator I		10.89
01052 - Data Entry Operator II		12.29
01060 - Dispatcher, Motor Vehicle		14.08
01070 - Document Preparation Clerk		12.11
01090 - Duplicating Machine Operator		12.11
01111 - General Clerk I		11.37
01112 - General Clerk II		12.41
01113 - General Clerk III		13.92
01120 - Housing Referral Assistant		16.33
01141 - Messenger Courier		10.35
01191 - Order Clerk I		10.98
01192 - Order Clerk II		13.07
01261 - Personnel Assistant (Employment) I		14.24
01262 - Personnel Assistant (Employment) II		15.93
01263 - Personnel Assistant (Employment) III		17.77
01270 - Production Control Clerk		19.11
01280 - Receptionist		11.28
01290 - Rental Clerk		13.09
01300 - Scheduler, Maintenance		13.09
01311 - Secretary I		13.09
01312 - Secretary II		14.64
01313 - Secretary III		16.33
01320 - Service Order Dispatcher		12.45
01410 - Supply Technician		17.64
01420 - Survey Worker		12.91
01531 - Travel Clerk I		11.16
01532 - Travel Clerk II		11.93
01533 - Travel Clerk III		12.71
01611 - Word Processor I		12.69
01612 - Word Processor II		14.24
01613 - Word Processor III		15.93
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		21.33
05010 - Automotive Electrician		20.25
05040 - Automotive Glass Installer		19.43
05070 - Automotive Worker		18.80
05110 - Mobile Equipment Servicer		17.06
05130 - Motor Equipment Metal Mechanic		21.33
05160 - Motor Equipment Metal Worker		18.80
05190 - Motor Vehicle Mechanic		21.33
05220 - Motor Vehicle Mechanic Helper		15.93
05250 - Motor Vehicle Upholstery Worker		18.16
05280 - Motor Vehicle Wrecker		18.80
05310 - Painter, Automotive		20.25
05340 - Radiator Repair Specialist		18.80
05370 - Tire Repairer		13.79
05400 - Transmission Repair Specialist		21.33
07000 - Food Preparation And Service Occupations		
07010 - Baker		11.59
07041 - Cook I		10.08
07042 - Cook II		11.82
07070 - Dishwasher		7.77
07130 - Food Service Worker		9.09
07210 - Meat Cutter		14.46
07260 - Waiter/Waitress		10.07
09000 - Furniture Maintenance And Repair Occupations		
09010 - Electrostatic Spray Painter		17.32
09040 - Furniture Handler		12.78

09080 - Furniture Refinisher	17.32
09090 - Furniture Refinisher Helper	13.62
09110 - Furniture Repairer, Minor	15.53
09130 - Upholsterer	17.32
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.37
11060 - Elevator Operator	9.37
11090 - Gardener	14.58
11122 - Housekeeping Aide	9.89
11150 - Janitor	9.89
11210 - Laborer, Grounds Maintenance	10.85
11240 - Maid or Houseman	8.86
11260 - Pruner	9.60
11270 - Tractor Operator	12.60
11330 - Trail Maintenance Worker	10.85
11360 - Window Cleaner	11.18
12000 - Health Occupations	
12010 - Ambulance Driver	15.59
12011 - Breath Alcohol Technician	16.21
12012 - Certified Occupational Therapist Assistant	22.78
12015 - Certified Physical Therapist Assistant	23.13
12020 - Dental Assistant	14.96
12025 - Dental Hygienist	29.32
12030 - EKG Technician	22.21
12035 - Electroneurodiagnostic Technologist	22.21
12040 - Emergency Medical Technician	15.59
12071 - Licensed Practical Nurse I	14.86
12072 - Licensed Practical Nurse II	16.86
12073 - Licensed Practical Nurse III	18.80
12100 - Medical Assistant	12.44
12130 - Medical Laboratory Technician	16.31
12160 - Medical Record Clerk	13.21
12190 - Medical Record Technician	14.89
12195 - Medical Transcriptionist	14.56
12210 - Nuclear Medicine Technologist	29.36
12221 - Nursing Assistant I	9.06
12222 - Nursing Assistant II	10.19
12223 - Nursing Assistant III	11.12
12224 - Nursing Assistant IV	12.48
12235 - Optical Dispenser	18.28
12236 - Optical Technician	13.43
12250 - Pharmacy Technician	16.44
12280 - Phlebotomist	12.48
12305 - Radiologic Technologist	22.15
12311 - Registered Nurse I	18.23
12312 - Registered Nurse II	22.30
12313 - Registered Nurse II, Specialist	22.30
12314 - Registered Nurse III	26.98
12315 - Registered Nurse III, Anesthetist	26.99
12316 - Registered Nurse IV	32.33
12317 - Scheduler (Drug and Alcohol Testing)	19.32
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.75
13012 - Exhibits Specialist II	25.72
13013 - Exhibits Specialist III	31.46
13041 - Illustrator I	20.75
13042 - Illustrator II	25.72
13043 - Illustrator III	31.46
13047 - Librarian	28.47
13050 - Library Aide/Clerk	10.99
13054 - Library Information Technology Systems Administrator	25.72
13058 - Library Technician	15.46
13061 - Media Specialist I	17.99
13062 - Media Specialist II	19.95
13063 - Media Specialist III	22.15

13071 - Photographer I	16.28
13072 - Photographer II	19.26
13073 - Photographer III	23.46
13074 - Photographer IV	27.60
13075 - Photographer V	33.38
13110 - Video Teleconference Technician	13.42
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.33
14042 - Computer Operator II	16.03
14043 - Computer Operator III	17.88
14044 - Computer Operator IV	19.86
14045 - Computer Operator V	21.99
14071 - Computer Programmer I	(see 1) 19.81
14072 - Computer Programmer II	(see 1) 24.56
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	14.33
14160 - Personal Computer Support Technician	19.86
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.64
15020 - Aircrew Training Devices Instructor (Rated)	34.65
15030 - Air Crew Training Devices Instructor (Pilot)	38.04
15050 - Computer Based Training Specialist / Instructor	28.53
15060 - Educational Technologist	27.32
15070 - Flight Instructor (Pilot)	38.04
15080 - Graphic Artist	22.25
15090 - Technical Instructor	20.31
15095 - Technical Instructor/Course Developer	24.85
15110 - Test Proctor	15.65
15120 - Tutor	15.65
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.56
16030 - Counter Attendant	8.56
16040 - Dry Cleaner	10.32
16070 - Finisher, Flatwork, Machine	8.56
16090 - Presser, Hand	8.56
16110 - Presser, Machine, Drycleaning	8.56
16130 - Presser, Machine, Shirts	8.56
16160 - Presser, Machine, Wearing Apparel, Laundry	8.56
16190 - Sewing Machine Operator	10.91
16220 - Tailor	11.51
16250 - Washer, Machine	9.11
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	17.79
19040 - Tool And Die Maker	21.56
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.20
21030 - Material Coordinator	19.11
21040 - Material Expediter	19.11
21050 - Material Handling Laborer	11.08
21071 - Order Filler	11.76
21080 - Production Line Worker (Food Processing)	14.20
21110 - Shipping Packer	13.39
21130 - Shipping/Receiving Clerk	13.39
21140 - Store Worker I	10.97
21150 - Stock Clerk	15.84
21210 - Tools And Parts Attendant	14.20
21410 - Warehouse Specialist	14.20
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.98
23021 - Aircraft Mechanic I	22.79
23022 - Aircraft Mechanic II	23.98
23023 - Aircraft Mechanic III	25.17

23040 - Aircraft Mechanic Helper	16.58
23050 - Aircraft, Painter	20.12
23060 - Aircraft Servicer	18.90
23080 - Aircraft Worker	19.98
23110 - Appliance Mechanic	17.79
23120 - Bicycle Repairer	13.79
23125 - Cable Splicer	23.44
23130 - Carpenter, Maintenance	17.79
23140 - Carpet Layer	16.85
23160 - Electrician, Maintenance	18.73
23181 - Electronics Technician Maintenance I	23.61
23182 - Electronics Technician Maintenance II	25.31
23183 - Electronics Technician Maintenance III	27.02
23260 - Fabric Worker	15.95
23290 - Fire Alarm System Mechanic	18.73
23310 - Fire Extinguisher Repairer	14.98
23311 - Fuel Distribution System Mechanic	18.73
23312 - Fuel Distribution System Operator	15.83
23370 - General Maintenance Worker	16.85
23380 - Ground Support Equipment Mechanic	22.79
23381 - Ground Support Equipment Servicer	18.90
23382 - Ground Support Equipment Worker	19.98
23391 - Gunsmith I	13.78
23392 - Gunsmith II	16.15
23393 - Gunsmith III	18.49
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.73
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.67
23430 - Heavy Equipment Mechanic	18.25
23440 - Heavy Equipment Operator	18.73
23460 - Instrument Mechanic	18.73
23465 - Laboratory/Shelter Mechanic	16.50
23470 - Laborer	11.08
23510 - Locksmith	17.79
23530 - Machinery Maintenance Mechanic	23.23
23550 - Machinist, Maintenance	18.73
23580 - Maintenance Trades Helper	13.99
23591 - Metrology Technician I	18.73
23592 - Metrology Technician II	19.67
23593 - Metrology Technician III	20.65
23640 - Millwright	18.73
23710 - Office Appliance Repairer	17.79
23760 - Painter, Maintenance	17.79
23790 - Pipefitter, Maintenance	18.73
23810 - Plumber, Maintenance	17.79
23820 - Pneudraulic Systems Mechanic	18.73
23850 - Rigger	18.73
23870 - Scale Mechanic	16.85
23890 - Sheet-Metal Worker, Maintenance	18.73
23910 - Small Engine Mechanic	16.85
23931 - Telecommunications Mechanic I	23.87
23932 - Telecommunications Mechanic II	25.09
23950 - Telephone Lineman	19.24
23960 - Welder, Combination, Maintenance	18.73
23965 - Well Driller	18.92
23970 - Woodcraft Worker	18.73
23980 - Woodworker	14.56
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.53
24580 - Child Care Center Clerk	11.89
24610 - Chore Aide	8.97
24620 - Family Readiness And Support Services Coordinator	10.71
24630 - Homemaker	13.21
25000 - Plant And System Operations Occupations	

25010 - Boiler Tender	18.49
25040 - Sewage Plant Operator	17.85
25070 - Stationary Engineer	18.49
25190 - Ventilation Equipment Tender	13.80
25210 - Water Treatment Plant Operator	17.85
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.26
27007 - Baggage Inspector	11.94
27008 - Corrections Officer	18.33
27010 - Court Security Officer	18.33
27030 - Detection Dog Handler	13.44
27040 - Detention Officer	18.33
27070 - Firefighter	17.75
27101 - Guard I	11.94
27102 - Guard II	13.44
27131 - Police Officer I	18.88
27132 - Police Officer II	20.98
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.78
28042 - Carnival Equipment Repairer	10.49
28043 - Carnival Equipment Worker	8.17
28210 - Gate Attendant/Gate Tender	12.96
28310 - Lifeguard	12.54
28350 - Park Attendant (Aide)	14.50
28510 - Recreation Aide/Health Facility Attendant	11.43
28515 - Recreation Specialist	14.75
28630 - Sports Official	10.76
28690 - Swimming Pool Operator	14.54
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.22
29020 - Hatch Tender	20.22
29030 - Line Handler	20.22
29041 - Stevedore I	19.04
29042 - Stevedore II	21.22
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	14.29
30022 - Archeological Technician II	15.37
30023 - Archeological Technician III	21.13
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	23.18
30061 - Drafter/CAD Operator I	16.72
30062 - Drafter/CAD Operator II	18.70
30063 - Drafter/CAD Operator III	20.86
30064 - Drafter/CAD Operator IV	25.38
30081 - Engineering Technician I	14.15
30082 - Engineering Technician II	15.88
30083 - Engineering Technician III	17.77
30084 - Engineering Technician IV	22.01
30085 - Engineering Technician V	26.93
30086 - Engineering Technician VI	32.58
30090 - Environmental Technician	20.67
30210 - Laboratory Technician	21.04
30240 - Mathematical Technician	23.18
30361 - Paralegal/Legal Assistant I	17.07
30362 - Paralegal/Legal Assistant II	21.15
30363 - Paralegal/Legal Assistant III	25.88
30364 - Paralegal/Legal Assistant IV	31.30
30390 - Photo-Optics Technician	23.18
30461 - Technical Writer I	21.21
30462 - Technical Writer II	25.94
30463 - Technical Writer III	31.38
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51

30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.86
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.18
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8.77
31030 - Bus Driver	14.07
31043 - Driver Courier	11.57
31260 - Parking and Lot Attendant	8.59
31290 - Shuttle Bus Driver	13.34
31310 - Taxi Driver	10.84
31361 - Truckdriver, Light	13.34
31362 - Truckdriver, Medium	13.85
31363 - Truckdriver, Heavy	14.23
31364 - Truckdriver, Tractor-Trailer	14.23
99000 - Miscellaneous Occupations	
99030 - Cashier	8.61
99050 - Desk Clerk	9.47
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	10.88
99252 - Laboratory Animal Caretaker II	11.89
99310 - Mortician	23.44
99410 - Pest Controller	15.40
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	13.55
99711 - Recycling Specialist	15.19
99730 - Refuse Collector	12.09
99810 - Sales Clerk	12.37
99820 - School Crossing Guard	11.08
99830 - Survey Party Chief	17.08
99831 - Surveying Aide	9.28
99832 - Surveying Technician	15.53
99840 - Vending Machine Attendant	12.43
99841 - Vending Machine Repairer	14.99
99842 - Vending Machine Repairer Helper	12.43

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 7 years, and 4 weeks after 11 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because

most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by

laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

PERFORMANCE EVALUATION SURVEY

Attachment 1

**PERFORMANCE EVALUATION SURVEY - N68836-16-T-0258
PAST PERFORMANCE INFORMATION FORM**

1. Complete Name of Government agency, Commercial Firm, or other organization	
2. Complete Address	
3. Contract number or other reference	4. Date of Contract
5. Date work began	6. Date work was completed
7. Initial contract price, estimated cost and fee, or target cost and profit or fee	8. Final amount invoiced or amount invoiced to date
9a. Technical point of contact (name, title, address, telephone no., and email address)	9b. Contracting or purchasing point of contact (name, title, address, telephone no., and email address)
10. Location of work (country, state or province, county, city)	

<p>11. Description of contract work. Describe nature and scope of this work. Provide a detailed explanation demonstrating the relevance of the contract to the requirements of the solicitation. (Attach an explanation of any performance problems or other conflicts with the customer. Describe any litigation, pending, on-going, or completed. Use a continuation sheet, if necessary.)</p>		
<p>11a. Name(s) of subcontractor(s) used, if any, and a description of the extent of work performed by the subcontractor(s).</p>		
<p>11b. Address compliance with requirements of the clauses at FAR 52.219-8, "Utilization of Small Business Concerns," and 52.219-9, "Small Business Subcontracting Plan."</p>		
<p>12. Current status of contract (choose one):</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <p><input type="checkbox"/> Work continuing, on schedule <input type="checkbox"/> Work continuing, behind schedule <input type="checkbox"/> Work completed, no further action pending or underway <input type="checkbox"/> Work completed, routine administrative action pending or underway <input type="checkbox"/> Work completed, claims negotiations pending or underway <input type="checkbox"/> Work completed, litigation pending or underway</p> </td> <td style="width: 50%; vertical-align: top;"> <p><input type="checkbox"/> Terminated for convenience <input type="checkbox"/> Terminated for default <input type="checkbox"/> Other (explain)</p> </td> </tr> </table>	<p><input type="checkbox"/> Work continuing, on schedule <input type="checkbox"/> Work continuing, behind schedule <input type="checkbox"/> Work completed, no further action pending or underway <input type="checkbox"/> Work completed, routine administrative action pending or underway <input type="checkbox"/> Work completed, claims negotiations pending or underway <input type="checkbox"/> Work completed, litigation pending or underway</p>	<p><input type="checkbox"/> Terminated for convenience <input type="checkbox"/> Terminated for default <input type="checkbox"/> Other (explain)</p>
<p><input type="checkbox"/> Work continuing, on schedule <input type="checkbox"/> Work continuing, behind schedule <input type="checkbox"/> Work completed, no further action pending or underway <input type="checkbox"/> Work completed, routine administrative action pending or underway <input type="checkbox"/> Work completed, claims negotiations pending or underway <input type="checkbox"/> Work completed, litigation pending or underway</p>	<p><input type="checkbox"/> Terminated for convenience <input type="checkbox"/> Terminated for default <input type="checkbox"/> Other (explain)</p>	

Instructions for Completing the Past Performance Information Form

- Item 1 Insert the complete name of the customer, including parent organization. Do not use acronyms.
- Item 2 Insert the customer's complete address, including both post office box and street address, if possible.
- Item 3 Insert any contract number or other contract reference used by the customer.
- Item 4 Insert the date on which the contract came into existence.
- Item 5 Insert the date on which the contract came into existence.
- Item 6 Insert the date on which the customer agreed that the work was satisfactorily completed (including substantial completion), aside from any pending or on-going administrative actions, claims negotiations, or litigation.
- Item 7 Insert the price, estimated cost and fee, or target cost and profit or fee as it appeared in the original contract. If the contract included multiple, separately-priced items, add the individual item amounts and insert the total price, estimated cost and fee, or target cost and profit or fee.
- Item 8 Insert the final sum of all invoices, or the sum of all invoices to date, including agreed upon and disputed amounts, paid and awaiting payment.
- Item 9a Insert the name, title, address, telephone number, and email address (if available) of the program or project manager, quality assurance representative, or other customer technical representative who is most familiar with the quality of your work under the contract.
- Item 9b Insert the name, title, address, telephone number, and email address (if available) of the contracting officer, purchasing agent, or other customer contracting or purchasing representative who is most familiar with your work under the contract.
- Item 10 Insert the location(s) where the work was performed, including the country (if other than the United States) and the state or province, county (if applicable), and city.

- Item 11 Describe the nature and scope of the work. The objective is to shown how the work that you did or are doing is similar in nature and scope to the work that is to be performed under the contract contemplated by the request for proposals. Describe any unusual circumstances of performance or problems that may be relevant to the work that is to be performed. Tell your side of the story of any conflicts with the customer concerning which they may make adverse remarks about your performance. Describe any actions that you have taken or plan to take to correct any shortcomings in your performance. Describe any pending, on-going, or completed litigation.
- Item 11a Insert the name, address, telephone number, and email address (if available) of the subcontractor(s) used, if any, and a description of the extent of work performed by the subcontractor(s).
- Item 11b Address your compliance with requirements of the clauses at FAR 52.219-8, "Utilization of Small Business Concerns," and 52.219-9, "Small Business Subcontracting Plan" in performance of the contract, if applicable. If these requirements were not in the contract, state "Not applicable."
- Item 12 Insert an "X" in the block next to the choice which best describes the current status of the contract. If you select the "Other" block, provide a brief explanation.

PERFORMANCE EVALUTION SURVEY

Attachment 2

CONTRACTOR PERFORMANCE EVALUATION SURVEY

**COVER SHEET
For N68836-16-T-0258**

Name and address of offeror questionnaire is being completed for:

Name of company completing questionnaire: _____

Contract Number: _____

Contract Type: _____

Contract Amount: _____

Contract Period of Performance _____

(Including all options)

Product/Service Description: _____

Name, title and phone number of person completing questionnaire:

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

Submit completed Cover Sheet and Survey via e-mail to:

Fleet Logistics Center Jacksonville

Contract Department Attn: Susan P. Griffith

Phone: (904) 542-1178
 e-mail: susan.p.griffith@navy.mil

Request return by COB on: **05 September, 2016 @ 4:00 P.M. EST.**

CONTRACTOR PERFORMANCE EVALUATION SURVEY RATING SHEET

RATING SCALE

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

EVALUATION CRITERIA

- Acceptable - The company’s performance was satisfactory and you would consider doing business with them again. There were minor performance problems which were satisfactorily corrected
- Unacceptable- The Company’s performance was entirely unsatisfactory and you would not do business with them again under any circumstances. There was serious performance issues with the contractor for which the contractor’s corrective actions were ineffective.

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

CONTRACTOR PERFORMANCE EVALUATION SURVEY

For Solicitation: N68836-16-T-0258

A. QUALITY OF PRODUCT OR SERVICE:

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

UNACCEPTABLE	ACCEPTABLE

B. COST CONTROL:

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

C. SCHEDULE:

(1) The tasks required under this effort were performed in a timely manner and in accordance with the period of performance of the contract.

(2) The Contractor was responsive to technical and/or contractual direction.

D. BUSINESS RELATIONSHIPS:

(1) The Contractor demonstrated effective management over the effort performed.

(2) The Contractor maintained an open line of communication so that the Contracting Officer's Representative (COR) and/or Alternate Contracting Officer's Representative (ACOR) were apprised of technical, cost, and schedule issues.

(3) The Contractor presented information and correspondence in a clear, concise, and businesslike manner.

(4) The Contractor promptly notified the COR, TPOC, and/or Contracting Officer in a timely manner regarding urgent issues.

(5) The Contractor cooperated with the Government in providing flexible, proactive, and effective recommended solutions to critical program issues.

(6) The Contractor made timely award to, and demonstrated effective management of, its subcontractors.

(7) The Contractor demonstrated an effective small/small disadvantaged business subcontracting program.

E. CUSTOMER SATISFACTION:

(1) The products/services provided adequately met the needs of the program.

(2) The Contractor was able to perform with minimal or no direction from the COR or the ACOR.

(3) I am satisfied with the performance of the Contractor Under this effort.

F. KEY PERSONNEL:

(1) The labor turnover in key personnel labor categories was minimal and did not adversely affect Contractor performance.

UNACCEPTABLE	ACCEPTABLE

(2) The Contractor proposed qualified personnel to fulfill the requirements of the contract.

G. OTHER:

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

(2) Was the contract terminated for default? () Yes () No If you answered "Yes", provide an explanation. _____

COMMENTS: (Required for ALL Unacceptable Ratings)

-