

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 118	
2. CONTRACT NO.		3. SOLICITATION NO. N4008023R0017	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 06 Apr 2023	6. REQUISITION/PURCHASE NO.		
7. ISSUED BY NAVAL FACILITIES ENGINEERING SYS COMMAND 1314 HARWOOD STREET SE WASHINGTON DC 20374			CODE N40080	8. ADDRESS OFFER TO (If other than Item 7)		CODE	
TEL: (202) 685-3192 FAX			See Item 7		TEL:	FAX	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME SHAUNA LLOYD	B. TELEPHONE (Include area code) (NO COLLECT CALLS)	C. E-MAIL ADDRESS shauna.lloyd@navy.mil
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)
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24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE
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26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
	\$25,000.00		

DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND ORDER VALUE

The minimum quantity and order value for each Delivery/Task Order issued shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for each Delivery/Task Order issued shall not exceed the maximum quantity and order value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
		25,000.00	

CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001		\$		\$
0002		\$		\$
0003		\$		\$
0004		\$		\$
0005		\$		\$

RFP DESCRIPTION
READ IN ITS ENTIRETY

RFP Description of the requirement:

This requirement is for non-recurring, performance based, unscheduled charter bus services for the transportation of personnel, all vehicles, equipment, labor, management, tools and incidental engineering in support of the military missions, within the Washington Navy Yard and various surrounding regional locations throughout the Washington DC Metropolitan area, as shown below:

Naval District Washington Region Public Works Department Washington (PWD Washington)

- Washington Navy Yard, Washington DC (WNY)
- Joint Base Anacostia Bolling (JBAB)
- National Maritime Intelligence Center, Suitland (NMIC Suitland)
- Naval Research Laboratory, Washington DC (NRL)
- United States Marine Corps Barracks Washington, Washington DC (8th&I)
- United States Marine Corps Barracks, Annex, 7th & L Streets SE, Washington DC (MBW)
- Carderock Division Naval Surface Warfare Center, (NSWCCD)
- (NSFARL)
- Carderock Division Naval Surface Warfare Center, (NSWCCD)
- Naval Support Facility Naval Observatory (USNO)
- Public Works Department Bethesda (PWD Bethesda)
- National Naval Medical Center, Bethesda, MD (NNMC)
- Wounded Warrior, Bethesda, MD (WW)
- Public Works Department South Potomac (Dahlgren & Indian Head Sites)
- Public Works Department Patuxent River. (PWD Patuxent)
- Public Works Department Joint Base Anacostia Bolling (PWD JBAB)

Product Service Code / NAICS Code:

The applicable Product Service Code is: V222 which is for: Transportation/Travel/Relocation; and: the applicable: North American Industry Classification System Code, is: **485510**, which is the code associated with: Charter Bus Industry.

Set-Aside / Competition Strategy:

This requirement is solicited using provisions of FAR Subsection 19.502-2, restricting this as a 100%, Small Business Set Aside Competition, amongst responsible Small Business whom are also, otherwise qualified. You must be a small business for the above NAICS.

B.1 MAXIMUM NOT TO EXCEED (NTE) AND MINIMUM GUARANTEE

The maximum NTE value of an ordering period is the total of all the CLINs in that ordering period. The maximum or NTE value of the contract is the total value of all CLINs in the Schedule. Orders shall not be made that exceed the maximum NTE value for any ordering period. The maximum NTE value of an ordering period and of the contract may be increased by written modification to the contract in conjunction with any modification that increases the value of an existing task order that is authorized by a contract clause. Orders in excess of the estimated quantity set forth for any particular CLIN shall not be exceeded without the Contractor's agreement which shall be indicated by signing or beginning performance of the order. The minimum guarantee of this contract is \$25,000.00. Refer to section H – special contract requirements minimum and maximum quantities.

Concurrently with the award of the basic contract, the Government intends to issue a task order to obligate the contract minimum guarantee for:

The minimum contract guarantee is set and established, by the base year's total non-recurring work (CLIN 0001) for all fifteen (15) site locations. Minimum guarantees do not apply to the option periods.

B.2. CONTRACT TERM

This contract is a Firm Fixed Price (FFP) Performance Based, Indefinite Delivery Indefinite Quantity (IDIQ) which contains provisions for one Base Period of twelve (12) months with four (4) Option Periods of twelve (12) months each.

The Government has the option to extend the term of the contract in accordance with Section I, Contract Clauses, FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000). If the Government requires a shorter base period or exercises an option for a period shorter than one (1) year, the proposed ELIN prices will be used as the basis for establishing the reduced period. The entire duration of the contract if all options are exercised is sixty (60) months.

B.3 PERIOD OF PERFORMANCE The base period and option periods are as follows:

See below table

B.4 CONTRACT LINE ITEMS (CLINS)/ CONTRACT EXHIBIT LINE ITEMS

Description of the basic contract line items (CLINs), and option CLINs:

CLIN ELINs Period of Performance

CLIN		Period of performance estimate
0001	Base Year Non-Recurring	01 July 2023 – 30 June 2024
0002	Option Year 1 Non-Recurring Services	01 July 2024 – 30 June 2025
0003	Option Year 2 Non-Recurring Services	01 July 2025 – 30 June 2026
0004	Option Year 3 Non-Recurring Services	01 July 2026 – 30 June 2027
0005	Option Year 4 Non-Recurring Services	01 July 2027 – 30 June 2028

B.5 NON-RECURRING WORK AND GOVERNMENT PURCHASE CARD:**NON-RECURRING WORK CONTRACT LINE ITEM QUANTITIES:**

Once the estimated quantities for individual line items shown in the Schedule have been ordered, additional quantities may be ordered as long as the overall not-to-exceed (NTE) amount of the contract per year is not exceeded and the Contractor agrees by signing the task order.

Non-Recurring Work may be ordered at the prices offered in one of two ways:

1. by the issuing activity using a DD Form 1155 "Order for Supplies and Services," or
2. by an authorized Government user via a Government Purchase Card (GPC through FEDMALL).

When receiving FEDMALL orders against Section B, the contractor shall provide the supplies and services at the offered price without additional markup or handling fee.

B.6 INDEFINITE QUANTITY INDIVIDUAL CONTRACT LINE ITEM QUANTITIES

Once the estimated quantities for individual line items shown in the Schedule and any accompanying exhibits have been ordered, additional quantities may be ordered as long as the overall not-to-exceed (NTE) amount of the contract per year is not exceeded and the Contractor agrees by signing the task order.

B.7 FULLY LOADED PRICING

Prices provided shall be fully loaded and no other allocations, fees, overheads, G&A, insurance, taxes, profits or any other markups shall be applied when an option is exercised or work is ordered for pre-priced work. Costs for technical specifications shall be considered overhead; therefore, their costs shall be allocated and included throughout the prices quoted for all other technical specifications.

B.8 PERIOD OF PERFORMANCE – LESS THAN ONE YEAR

Offers shall be submitted for the performance of work for a period of one year. The contractor is cautioned to

recognize that the initial term of the contract may be for a period of less than one year. In the event that the period of performance is less than one year, the Government will reduce the individual line item quantities to reflect work remaining in the contract term and no other adjustments to the pro-rated contract price will be made.

B.9 UNIT PRICE ADJUSTMENTS IN OPTION PERIODS

This solicitation incorporates the Service Contract Act (SCA) Wage Determination and if applicable, Davis-Bacon Act (DBA) Wage Decisions. The Wages are incorporated for the Base Period of performance only. If the Option year is exercised, the most current SCA Wage Determinations and DBA Wage Decisions for that option year will be incorporated into the contract and the CLIN/ELIN prices will be adjusted in accordance with FAR Clause 52.222-43, Fair Labor Standards Act and Service Contract Act- Price Adjustment, for the SCA Wage Determinations and FAR Clause 52.222-32 Construction Wage Rate Requirements—Price Adjustment (Actual Method) for the DBA Wage Decisions. The contractor warrants, by submission of its proposal that the price does not include any contingency for future wage increases.

B.10 BIDDING UNIT PRICES FOR LABOR

a. Labor for this work will be ordered under the “NON-RECURRING WORK/UNIT PRICED LABOR (UPL) WORK (NEGOTIATED)” in Section C, Annex 0200000 and paid for based on unit prices for labor bid by the Contractor listed in the Schedule of Non-Recurring work.

b. Estimated hours in the Schedule are a forecast of future requirements. These estimated hours are for performing "Non-Recurring Work" accomplished in the time period shown.

c. The Contractor shall enter, in the unit price bid space, the unit price for performing composite labor. The composite labor price shall include all direct and indirect costs associated with performing an hour of work. The composite labor price should be the Contractor's hourly craft wage adjusted to allow for the offerors work force productivity (i.e., the Contractor's estimate of how its' work force will perform in relation to the Means Facilities Cost Data and/or the Engineered Performance Standards). The Composite Labor Rate shall include all costs for preparation of the cost proposal, job preparation, travel, pre-expended bin materials and supplies, ordering and stockpiling job material, additional material handling, items of equipment necessary to perform work (i.e. bucket truck, lifting equipment, staging, etc.), equipment set up time, lift time, craft delay allowance, profit, tools, equipment, field and home office overhead, clerical support, supervision, inspection, fees, taxes, licenses, bonds, permits, insurance, etc.

B.11 PHASE-IN AND PHASE-OUT

Pricing shall include applicable Phase-In and Phase-Out costs, Phase-In shall be for a period of up to but no more than thirty (30) days and Phase-Out to be for a period of up to but no more than thirty (30) days. There is no separately priced CLIN for Phase-In and Phase-Out and such costs can be distributed however the offeror chooses. The Government recognizes that offerors may choose to front load these costs into the base year.

B.12 CONTRACT PRICE INFORMATION

For administrative purposes of the U.S. Government, the price of this contract and all subsequent task orders and modifications issued under this contract will be expressed in U.S. dollars. Payment will also be made in U.S. dollars.

B.13 CONTRACTOR SUPPORT OF ELECTRONIC FACILITIES SUPPORT CONTRACTING (EFSC)

This procurement allows for and the Government fully intends to use FedMall for issuing orders under the Non-Recurring Work portion of the contract. Refer to Section H, Special Contract Requirements, for further information.

B.14 PROPOSAL SUBMITTAL REQUIREMENTS & PROPOSAL EVALUATION:

The Offeror must comply with all Proposal submittal requirements in their entirety, which can be located in Section L.

B.15 Submittal Requirements & Evaluations & Selection:

Offerors must comply with all quote submittal requirements in their entirety, which can be located at the:

ADDENDUM to 52.212-1 Instructions to Offerors-Commercial Items. Offerors’s questions on the RFP, should be submitted in electronic writing to the following two (2) contracting office Points of Contact (POCs):

- (1). Brian James Wasson, brian.j.wasson.civ@us.navy.mil and
- (2). Shauna E. Lloyd, shauna.e.lloyd2.civ@us.navy.mil

The due date & time for RFP questions is twelve (12) calendar days after the RFP is released due by 17 April 2023, by: 1:00 PM, Eastern Standard Time.

The Government will review and adjudicate all questions received and an RFP amendment will be issued, which provides all prospective Offerors with the Questions and Answers.

The due date & time for RFP submittals is thirty (30) calendar days after the RFP release date, due 5 May, 2023, by: 12:00 PM, Eastern Standard Time.

All quotes will be evaluated according to the established evaluation standards, located at: ADDENDUM to 52.212-2 Evaluation-Commercial Items. In order for price quotes to be evaluated, vendors must first have properly provided the administrative quote requirements; and then have received an evaluation rating of either acceptable or pass for all aspects of the submitted technical quote.

Should your company be further considered for contract award, as the Lowest Priced Technically Acceptable (LPTA) selectee, a Responsibility Determination will be performed based on the supplemental Responsibility information provided and all other available information to the Government and you must be found to be Responsible based on the standards located at FAR Subsection 9.104-1 General standards.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	BASE YEAR NON-RECURRING WORK FFP The total price for this CLIN represents the total Base Period (twelve months) for Regional Unscheduled Charter Bus Services for Naval District Washington Facilities in Various Locations in the District of Columbia, Virginia, and Maryland in accordance with the PWS and all applicable attachments. See Attachments J-0200000-06 for Exhibit Line Item Numbers. FOB: Destination PSC CD: V222	UNDEFINED	Each		
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002		UNDEFINED	Each		

OPTION YEAR 1 NON-RECURRING WORK
FFP

The total price for this CLIN represents the total OY1 Period (twelve months) for Regional Unscheduled Charter Bus Services for Naval District Washington Facilities in Various Locations in the District of Columbia, Virginia, and Maryland in accordance with the PWS and all applicable attachments. See Attachments J-0200000-06 for Exhibit Line Item Numbers
FOB: Destination
PSC CD: V222

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003		UNDEFINED	Each		

OPTION YEAR 2 NON-RECURRING WORK
FFP

The total price for this CLIN represents the total OY2 Period (twelve months) for Regional Unscheduled Charter Bus Services for Naval District Washington Facilities in Various Locations in the District of Columbia, Virginia, and Maryland in accordance with the PWS and all applicable attachments. See Attachments J-0200000-06 for Exhibit Line Item Numbers
FOB: Destination
PSC CD: V222

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004		UNDEFINED	Each		
	OPTION YEAR 3 NON-RECURRING WORK FFP The total price for this CLIN represents the total OY3 Period (twelve months) for Regional Unscheduled Charter Bus Services for Naval District Washington Facilities in Various Locations in the District of Columbia, Virginia, and Maryland in accordance with the PWS and all applicable attachments. See Attachments J-0200000-06 for Exhibit Line Item Numbers FOB: Destination PSC CD: V222				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005		UNDEFINED	Each		
	OPTION YEAR 4 NON-RECURRING WORK FFP The total price for this CLIN represents the total OY4 Period (twelve months) for Regional Unscheduled Charter Bus Services for Naval District Washington Facilities in Various Locations in the District of Columbia, Virginia, and Maryland in accordance with the PWS and all applicable attachments. See Attachments J-0200000-06 for Exhibit Line Item Numbers FOB: Destination PSC CD: V222				

MAX
NET AMT

Section C - Descriptions and Specifications

PWSANNEX 1 GENERAL INFORMATION

0100000 – General Information	
Spec Item	Title
1	General Information
1.1	Outline of Services
1.2	Acquisition of Additional Work
1.3	Background Information
1.4	Navy PBSA Approach
1.5	Standard Template
1.6	Related Information
1.7	Verification of Workload and Conditions
1.8	Contractor's Knowledge
1.9	Technical Proposal Certification

0100000 – General Information		
Spec Item	Title	Description
1	General Information	
1.1	Outline of Services	<p>Except where otherwise stated, the Contractor shall furnish all labor, supervision, management, tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to provide the services outlined below and described in this Performance Work Statement (PWS) at various locations within a 400 mile radius of the Washington Navy Yard by means of a combination Recurring Work and Non-Recurring Work.</p> <p>The PWS is organized into annexes. Annex 1 is "General Information". Annex 2 contains the on-site project management and administration requirements. Annexes 3 through 18 contain the technical requirements. The annex numbers are identified as 1 through 18 in the description column, but the fully expanded annex numbers include seven digits (e.g., Annex 1 expanded number is 0100000 as shown in the header row at the top of this page).</p> <p>Annex 1 General Information Annex 2 Management and Administration Annex 3 Command and Staff – N/A Annex 4 Public Safety – N/A Annex 5 Air Operations – N/A Annex 6 Port Operations – N/A Annex 7 Ordnance – N/A Annex 8 Range Operations – N/A Annex 9 Health Care Support – N/A Annex 10 Supply – N/A Annex 11 Personnel Support – N/A Annex 12 Morale, Welfare and Recreation Support – N/A Annex 13 Galley – N/A Annex 14 Housing – N/A Annex 15 Facilities Support – N/A Annex 16 Utilities – N/A Annex 17 Transportation Annex 18 Environmental – N/A</p>

0100000 – General Information		
Spec Item	Title	Description
1.2	Acquisition of Additional Work	The Government reserves the right to acquire additional bus services at additional locations in addition to the services and locations identified in the recurring work requirements of this contract. Additional services will be incorporated into the contract in accordance with the CHANGES clause, SECTION I or ordered under the indefinite delivery indefinite quantity provisions of the contract. Items of work not covered by this contract but within the general intent are considered in the scope of this contract.
1.3	Background Information	<ul style="list-style-type: none"> ... With the nation’s capital at its heart, the Naval District Washington Region Public Works Department Washington (PWD Washington) <ul style="list-style-type: none"> o Washington Navy Yard, Washington DC (WNY) o Joint Base Anacostia Bolling (JBAB) o National Maritime Intelligence Center, Suitland (NMIC Suitland) o Naval Research Laboratory, Washington DC (NRL) o United States Marine Corps Barracks Washington, Washington DC (8th&I) o United States Marine Corps Barracks, Annex, 7th & L Streets SE, Washington DC (MBW) o Carderock Division Naval Surface Warfare Center, (NSWCCD) o (NSFARL) o Carderock Division Naval Surface Warfare Center, (NSWCCD) o Naval Support Facility Naval Observatory (USNO) ... Public Works Department Bethesda (PWD Bethesda) <ul style="list-style-type: none"> o National Naval Medical Center, Bethesda, MD (NNMC) o Wounded Warrior, Bethesda, MD (WW) ... Public Works Department South Potomac (Dahlgren & Indian Head Sites) ... Public Works Department Patuxent River. (PWD Patuxent) <ul style="list-style-type: none"> o Public Works Department Joint Base Anacostia Bolling (PWD JBAB) <p>Naval Support Facility Arlington, Arlington, VA encompasses over 4,000 square miles, including the District of Columbia, Maryland and Virginia. Naval District Washington is responsible for efficiently delivering common operating support services to over 120 mission commands located within the Region. Naval District Washington is the regional provider of common operating support to twenty Naval installations within a one hundred mile radius of the Washington Navy Yard.</p>
1.4	Navy PBSA Approach	The Navy’s approach to performance-based service acquisition (PBSA) includes four component parts, which are 1) performance outcomes, 2) measurable standards, 3) consideration of incentives, and 4) performance assessment plan.
1.5	Standard Template	Key to implementing the PBSA approach is using a standard template that ensures Navy-wide consistency yet affords appropriate tailoring to meet local needs. The standard template contains 18 standard annexes. Annex 1 will always contain General Information that is relevant to the entire scope of the contract. Annex 2 contains Management and Administration requirements that are relevant to the entire scope of the contract. Annexes 3 through 18 and their associated sub-annexes contain the General

0100000 – General Information		
Spec Item	Title	Description
		Information, Management and Administration requirements, Performance Objectives, Related Information, and Performance Standards that are relevant to that technical annex. Except where otherwise stated, Annexes 3 through 18 and their associated sub-annex requirements are not relevant to one another. Within each technical annex and sub-annex, the organization of information and requirements are also standardized. Specification Item 1 will always contain General Information. Specification Item 2 will always contain the Management and Administrative requirements. Specification Item 3 will always contain the Recurring Work requirements. Specification Item 4 will always contain the Non-Recurring Work requirements. Requirements and standards for higher level specification items apply to all subordinate specification items, e.g., Specification Item 3 standards apply to all recurring work specification items. Specification Item 3.1 is applicable to all 3.1 subordinate specification items. Specification Items 3.2 and 3.3 are not considered subordinate to 3.1 nor are they considered subordinate to one another. All costs associated with Annexes 1 and 2 and Specification Items 1 and 2 shall be priced, and their price shall be allocated to the Exhibit Line Items.
1.6	Related Information	<p>There are four types of Related Information that can be found in the Description and Related Information columns of the specification as follows:</p> <p>Informational Notes as used throughout this PWS provides additional information to offerors' to be used in developing a thorough understanding of the work to be performed in this contract. Any block of text marked "Informational Notes" throughout Annexes 1 through 18 and their associated sub-annexes are subject to this disclaimer. Offerors' may not rely upon the "Informational Notes" as material representations of the Government. Information provided in "Informational Notes" does not create a contractually binding requirement on either party.</p> <p>Clarifying Information describes client expectations in a more detailed manner than the Performance Objective and Performance standard alone.</p> <p>Constraining Information describes limitations to the work performed to meet the Performance Objective and Performance Standard.</p> <p>Requirement Information further describes client requirements associated with each Performance Objective.</p>
1.7	Verification of Workload and Conditions	Throughout the PWS, the workload data is generally referred to as being located in Section J. Section J provides data such as inventories, maps, floor plans, and tables to represent the type, quantity and location of services to be provided. However, offerors are encouraged to visit the project site during the site visit for offerors and to visit the technical library during posted hours as part of its due diligence to assess the nature of work and conditions under which work is to be performed.
1.8	Contractor's Knowledge	The Navy expects to receive insightful management from its contractors. This management will include the knowledge, skills, authority and willingness to use contractor resources to find better ways of serving Navy clients' strategic and operational goals and objectives. The Navy's use of performance-based objectives evidences this principle. Although performance work statements will typically contain several levels of performance assessment, the Navy wants its contractors to exercise

0100000 – General Information		
Spec Item	Title	Description
		maximum discretion within bounds of prudent risk management to adjust processes and resources needed to reach specified objectives at the highest performance level.
1.9	Technical Proposal Certification	The Contractor warrants that its proposal incorporated herein by reference will meet or exceed the performance objectives set forth in this contract.

0200000 – Management and Administration	
Spec Item	Title
2	Management and Administration
2.1	Definitions and Acronyms
2.2	General Information
2.2.1	Government Regular Working Hours
2.2.1.1	Observed Federal Holidays
2.2.1.2	Restriction to Contractor Working Hours
2.2.2	Wage Determinations
2.2.3	Requirements Hierarchy
2.2.4	DOD Military Bus Program Registration
2.3	General Administrative Requirements
2.3.1	Required Conferences and Meetings
2.3.2	(Not used)
2.3.3	Partnering
2.3.3.1	Formal Partnering
2.3.3.2	Contract Partnering Administration
2.3.3.3	Contract Partnering Session Attendees
2.3.4	Permits and Licenses
2.3.5	Insurance
2.3.5.1	Certificate of Insurance
2.3.5.2	Minimum Insurance Amounts
2.3.5.3	HIPAA (Health Insurance Portability and Accountability Act)
2.3.6	Protection of Government Property
2.3.7	Directives, Instructions, and References
2.3.8	Invoicing Procedures
2.3.9	Forms
2.4	Government-Furnished Items
2.4.1	Government-Furnished Property (GFP)
2.4.2	Government-Furnished Facilities (GFF)
2.4.3	Government-Furnished Vehicles and Equipment
2.4.4	Government-Furnished Utilities
2.5	Contractor-Furnished Items
2.6	Management
2.6.1	Safeguarding Information
2.6.2	Dissemination of Information
2.6.3	Work Reception
2.6.4	Work Control
2.6.5	Work Schedule
2.6.6	Deliverables
2.6.9	Quality Management System (QMS)
2.6.9.1	Quality Management (QM) Plan
2.6.9.2	Quality Inspection and Surveillance
2.6.9.3	Quality Inspection and Surveillance Report

0200000 – Management and Administration	
Spec Item	Title
2.7	Personnel Requirements
2.7.1	Key Personnel
2.7.1.1	Project Manager (PM)
2.7.1.2	Quality Manager
2.7.1.2.1	Quality Control Personnel
2.7.1.3	Site Safety and Health Officer (SSHO)
2.7.1.4	Environmental/Energy Manager
2.7.2	Employee Requirements
2.7.2.1	Employee Certification and Training
2.7.2.2	Employee Appearance
2.7.2.3	Employee Conduct
2.7.2.4	Identification as Contractor Employee
2.7.2.5	Removal of Employees
2.7.2.6	Proof of Legal Residency
2.7.3	Service Contract Reporting (SCR)
2.8	Security Requirements
2.8.1	Employee Listing
2.8.2	Vehicles
2.8.3	Passes and Badges
2.8.4	Access to Installation
2.8.4.1	DBIDS Program
2.8.4.2	DBIDS Credentials
2.8.5	Access to Buildings
2.8.6	Access Arrangements
2.8.6.1	Escort Arrangement for Secured Areas
2.8.7	Security Clearances
2.8.8	Access to Controlled Unclassified Information
2.8.9	Access to Government Information Technology (IT), Operating Technology (OT), and Facility Related Control Systems (FRCS)
2.8.10	Access to Navy Marine Corps Intranet (NMCI)
2.8.11	Employee Status
2.9	Contractor Safety Program
2.9.1	Contractor Safety Requirements
2.9.1.1	Experience Modification Rate (EMR)
2.9.1.2	OSHA Days Away From Work, Restricted Duty, or Job Transfer (DART) Rate
2.9.2	Accident Prevention Plan (APP)
2.9.3	Activity Hazard Analysis (AHA)
2.9.4	Safety and Occupational Health (SOH) Risks and Compliance Plans
2.9.4.1	Alcohol and Drug Abuse Prevention Plan
2.9.4.2	Chemical Hazard Communication Program
2.9.4.3	(Not Used)
2.9.4.4	(Not Used)
2.9.4.5	Fall Prevention and Protection Plan
2.9.4.6	Pathogen Exposure
2.9.4.7	(Not Used)
2.9.5	(Not Used)
2.9.5.1	(Not Used)
2.9.5.2	(Not Used)
2.9.5.3	(Not Used)

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Spec Item	Title
2.9.6	Accident and Damage Reporting
2.9.6.1	Accident Reporting and Notification Criteria
2.9.7	Fire Protection
2.9.8	Monthly On-Site Labor Report
2.9.9	OSHA Citations and Violations
2.9.10	Safety Inspections and Monitoring
2.9.11	Safety Certification
2.9.12	(Not Used)
2.9.13	Emergency Medical Treatment
2.9.14	(Not Used)
2.10	Environmental Management and Sustainability
2.10.1	Energy Management Program
2.10.1.1	Water Conservation Plan
2.10.1.2	Energy Efficient Products
2.10.2	Environmental Protection
2.10.2.1	(Not Used)
2.10.2.2	(Not Used)
2.10.2.3	Solid Waste Management and Recycling
2.10.2.4	Non-Regulated Waste Disposal
2.10.2.5	Regulated Waste Disposal
2.10.2.6	Universal Waste
2.10.2.7	Spill Prevention, Containment, and Clean-up
2.10.2.8	Hazardous Material Management
2.10.2.9	Protection of Endangered and Threatened Species (Flora and Fauna)
2.10.2.10	Noise Control
2.10.2.11	(Not Used)
2.10.2.12	Asbestos Containing Material (ACM)
2.10.2.13	(Not Used)
2.10.3	Sustainable Procurement and Practices
2.10.3.1	Environmentally Preferable Products
2.10.3.2	Use of Recovered Materials
2.10.3.3	Use of Biobased Products
2.11	Disaster Preparedness
2.12	(Not Used)
2.13	(Not Used)
2.14	(Not Used)
2.15	Non-Recurring Work
2.15.1	Unit Priced Task (UPT) Work (Non-Negotiated)
2.15.1.1	Acceptance and Performance
2.15.1.2	Invoicing and Receiving Payment
2.15.2	Unit Priced Labor (UPL) Work (Negotiated)
2.15.2.1	Non-recurring Work Preparation of Proposals
2.15.2.1.1	Labor Requirements
2.15.2.1.2	Material and Equipment Requirements
2.15.2.2	Issuance of Final Task Order
2.15.3	Non-Recurring Work ELINS

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Spec Item	Title	Description
2	Management and Administration	
2.1	Definitions and Acronyms	Definitions and Acronyms are listed in J-0200000-01.
2.2	General Information	
2.2.1	Government Regular Working Hours	The Government's regular working hours are from 0700-1600, five days per week, Monday through Friday, except observed Federal holidays. Exceptions to the regular hours of operation are detailed in subsequent sections of this PWS. Work in certain annexes or sub-annexes require Contractor continuous operations, 24 hours a day, every day of the year including holidays. The performance of other work requirements shall be accomplished within the Government's regular working hours unless the specific work requirement specified herein necessitates otherwise. Any other work outside Government regular working hours must be authorized by the KO prior to commencement of work.
2.2.1.1	Observed Federal Holidays	The Government observes the following holidays: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.
2.2.1.2	Restriction to Contractor Working Hours	If the Contractor wishes to work outside of the Government's regular working hours for the Contractor's convenience, the Contractor shall submit a written Request to Work Outside Government's Regular Working Hours per Section F. Excludes work to be performed during specified hours.
2.2.2	Wage Determinations	Wage Determinations are included in J-0200000-02.
2.2.3	Requirements Hierarchy	Requirements or definitions specified in each spec item of this contract apply to subordinate paragraphs. For example, requirements shown in spec item 3.1 would apply to spec items 3.1.1, 3.1.2, 3.1.2.1 and so on. Likewise, Performance Standards specified at a lower digit level (i.e. spec item 3.1.1, 3.1.2, 3.1.2.1) apply when performance is assessed at a higher tier (i.e., spec item 3.1) based on the composite work requirements.
2.2.4	DoD Military Bus Program Registration	The Contractor shall comply with all requirements of the Defense Travel Military Bus Carrier (DoD) program. In accordance with Defense Transportation Regulation (DTR) 400.9R, Part I, Passenger Movement, Chapter 104-Buses, only carriers approved by the Defense Travel Management Office (DTMO), as shown on the list of <i>Approved DoD Bus, Van and Limo Carriers</i> are eligible for award of a contract. To be approved for the program, carriers must have one year of passenger transportation experience and successfully pass a pre-qualification safety inspection. Participating carriers must also undergo onsite safety inspections that include facility, terminal, and equipment every two years per the Passenger Safety Inspection Program. Carriers will be subject to unscheduled safety inspections to monitor continued compliance. The Contractor must be an approved carrier for the entire duration of the contract. Failure to maintain the DTMO approved status for the entire period of performance is a violation of the contract terms and may result in termination for cause. Further information regarding this program may be found at the following website: https://www.defensetravel.dod.mil/site/bus.cfm

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Spec Item	Title	Description
		Contractor shall submit written proof of being an approved DoD carrier per Section F.
2.3	General Administrative Requirements	
2.3.1	Required Conferences and Meetings	The Contractor shall attend administrative and coordination meetings. The Contractor shall provide sign-in sheets and prepare minutes of all meetings and submit per Section F for review and comments. Comments received within two working days shall be incorporated into the minutes and a copy of the final revision shall be submitted per Section F for concurrence.
2.3.2		Not Used
2.3.3	Partnering	The Government requires cohesive partnerships with its Contractors and subcontractors. Key stakeholders, including the supported commands who may receive services, principal individuals from NAVFAC, the performance assessment team, and representative(s) of the installation(s) will be invited to participate in the partnering process. Key members of the prime and sub-contractor teams, including senior management personnel must participate. The partnership will draw on the strength of each organization in an effort to achieve quality contract services done right the first time, within the contract price, as scheduled, and without any safety mishaps..
2.3.3.1	Formal Partnering	The initial session should be scheduled concurrent with the Pre-Performance Conference and held no later than 30 days after award. The initial Partnering Meeting will be at least one day in duration and held <<Note to Spec Writer: Select one of the two following options that applies and tailor to the local requirements, e.g., at a Government provided facility as designated by the KO – OR – at a neutral location off the installation that is acceptable to the Contractor and to the Government>>. Follow-on sessions should be scheduled every three to six months and typically last a half day or less. The frequency, duration, and locations of follow-on sessions should be agreed to by both parties during the initial Partnering Meeting. The Contractor shall pay all costs associated with the partnering effort including facilitator, meeting room, and other incidental items. Before the partnering session, the Contractor shall coordinate with the facilitator the requirements for incidental items (audio-visual equipment, computer(s), two easels, flipchart paper, colored markers, note paper, pens/pencils, colored flash cards, etc.) and have these items available at the partnering session. The Contractor will provide copies of any documents used for the Partnering Meeting for distribution to all attendees. The facilitator must be acceptable to both the Contractor and the Government. The participants shall pay their own costs for meals, lodging, and transportation associated with partnering.
2.3.3.2	Contract Partnering Administration	Upon award, the ACO will contact the Contractor, supported command(s), Region, and Installation(s) stakeholders, and the performance assessment team to discuss implementation of partnering. A partnership agreement, The Charter, should be in place as early as possible so issues arising, even before work begins, can be resolved using the issues resolution process. Replacement of Core Management Team members (stakeholders who attended the initial session and manage the contract work day-to-day) is discouraged since it will disrupt the synergy that has been developed. If replacement of a team member proves to be unavoidable, a follow-on

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Spec Item	Title	Description
		<p>partnering session must be held to officially turn the responsibilities of the position over to the new member.</p> <p>The Core Management Team consisting of the attendees below must be present during the initial and all follow-on partnering sessions. These are the core mandatory attendees. Other stakeholders may attend if they desire or as recommended by the partners.</p>
2.3.3.3	Contract Partnering Session Attendees	<p>The Contractor shall bring the necessary personnel to successfully partner on this contract. Asterisk indicates mandatory personnel.</p> <ul style="list-style-type: none"> * President/Vice President * Project Manager * Quality Manager * Site Safety and Health Officer <p>Sub-contractor Reps</p>
2.3.4	Permits and Licenses	<p>The Contractor shall obtain all required permits, licenses, and authorizations to perform work under this contract and comply with all the applicable Federal, state, District of Columbia, and local laws and regulations. Such documentation shall include, but is no limited to, copies of the Commercial Driver's Licenses (CDL, Class B with P endorsement) for all bus/coach operators of the Contractor's drivers.</p> <p>The Contractor shall submit copies of Permits and Licenses per Section F.</p>
2.3.5	Insurance	<p>The Contractor shall submit a Certificate of Insurance per Section F as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below in accordance with the FAR Clause 52.228-5, INSURANCE – WORK ON A GOVERNMENT INSTALLATION. This insurance must be maintained during the performance period.</p>
2.3.5.1	Certificate of Insurance	<p>The Certificate of Insurance shall provide for at least 30 calendar days written notice to the KO by the insurance company prior to cancellation or material change in policy coverage. Other requirements and information are contained in the aforementioned insurance clause.</p>
2.3.5.2	Minimum Insurance Amounts	<p>The Contractor shall procure and maintain, during the entire period of performance under this contract, the following minimum insurance coverage:</p> <p style="padding-left: 40px;">Comprehensive General Liability: \$500,000 per occurrence</p> <p style="padding-left: 40px;">Automobile Liability: \$200,000 per person, \$500,000 per occurrence, \$20,000 per occurrence for property damage</p> <p style="padding-left: 40px;">Workmen's Compensation: As required by Federal and state worker's compensation and occupational disease statutes</p> <p style="padding-left: 40px;">Employer's Liability coverage: \$100,000, except in states where worker's compensation may not be written by private carriers</p> <p style="padding-left: 40px;">Other as required by state law or District of Columbia (whichever is applicable).</p>
2.3.5.3	HIPAA (Health Insurance Portability and Accountability Act)	<p>HIPAA Regulations address security and privacy of “protected health information” (PHI). During the course of providing Janitorial services, the Contractor may have access to PHI. All Contractor employees shall abide by HIPAA regulations.</p>

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Spec Item	Title	Description
2.3.6	Protection of Government Property	During execution of the work, the Contractor shall protect Government property. The Contractor shall return areas damaged as a result of Contractor negligence under this contract to their original condition at no cost to the Government.
2.3.7	Directives, Instructions, and References	Department of Defense (DoD), Secretary of the Navy (SECNAV), Chief of Naval Operations (OPNAV), and other applicable Directives, Instructions, and References are listed in J-0200000-03. The Contractor shall comply with the most current version of directives, instructions, and references including versions published during the term of the contract.
2.3.8	Invoicing Procedures	Refer to Section G for invoicing instructions. Invoices shall be submitted in a format compatible with the most recent Government installed Microsoft Office Version (currently 2010). Invoice data shall be capable of being sorted by CLIN, annex/sub-annex, spec item, spec item title, and ELIN/Sub-ELIN.
2.3.9	Forms	Forms referenced in this Annex, e.g. accident reporting, and damage reporting are included among the Forms in J-0200000-04.
2.4	Government-Furnished Items	Except for items identified below as Government-Furnished, the Contractor shall furnish all labor, supervision, management, tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to provide the services described in this Performance Work Statement (PWS). Government-Furnished Items will be provided in "AS-IS" condition and their use is at the option of the Contractor. The total or partial breakdown or failure of Government-Furnished Items shall not relieve the Contractor of the responsibility to perform the requirements of this contract. The Contractor shall provide periodic servicing, maintenance, and repair of the Government-Furnished Items accepted for use at no additional cost to the Government. Servicing, maintenance, and repair shall be provided in accordance with the manufacturer's recommendations. At the completion of the contract, all Government-Furnished Items shall be returned to the Government in the same condition as received, except for reasonable wear and tear. Government-Furnished Items, which becomes worn out due to normal wear and tear, shall be returned to the Government and its replacement shall be the responsibility of the Contractor at no additional cost to the Government. The Contractor shall be responsible for the cost of any repairs or replacement caused by Contractor negligence or abuse. The Government may inspect Government-Furnished Items at any time and without notice.
2.4.1	Government-Furnished Property (GFP)	There will be no Government Furnished Property
2.4.2	Government-Furnished Facilities	There will be no Government Furnished Facilities
2.4.3	Government-Furnished Vehicles and Equipment	There will be no Government Furnished Vehicles and Equipment.

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Spec Item	Title	Description
2.4.4	Government-Furnished Utilities	There will be no Government-Furnished Utilities.
2.5	Contractor-Furnished Items	Except for items identified as Government Furnished, the Contractor shall provide all equipment, materials, parts, supplies, components, and facilities to perform the requirements of this contract. The KO may inspect Contractor-furnished items for adequacy and compliance with contract requirements. Inadequate or unsafe items shall be removed and replaced by the Contractor at no cost to the Government. Materials containing asbestos, lead, and polychlorinated biphenyls (PCBs) shall not be brought onsite. Energy efficient tools and equipment shall be used when available. The KO may at any time require Samples, Material Safety Data Sheets (MSDS) or Manufacturer's Data Cut Sheets of Materials used in this contract.
2.6	Management	The Contractor shall manage the total work effort associated with the services required herein to meet the performance objectives and standards. Such management includes but is not limited to planning, scheduling, cost accounting, report preparation, establishing and maintaining records, and quality assurance. The Contractor shall provide a staff with the necessary management expertise to ensure performance objectives and standards are met.
2.6.1	Safeguarding Information	<p>The Contractor shall safeguard controlled unclassified information and information associated with Government property in accordance with the latest revision of CNSSI 1253, DoDI 8582.01, NIST SP 800-53, NIST SP 800-171, SECNAV Defense Industrial Base (DIB) Memo, and applicable contract clauses. At a minimum, this information shall be protected at the moderate confidentiality level as defined in NIST SP 800-171.</p> <p>Contractor information and data systems that contain information associated with Government property shall comply with DoD Risk Management Framework (RMF).</p> <p>The Contractor shall develop Plans of Action and Milestones (POA&Ms) per NIST SP 800-171, track accomplishment, and submit to the Government per Section F.</p> <p>If a cybersecurity incident is encountered or suspected related to any (Contractor or Government) Information Technology (IT) or Operating Technology (OT) systems, including Monitoring and Control Systems, the Contractor shall notify the Government per Section F. >></p>
2.6.2	Dissemination of Information	If certain information cannot be provided to the public, state what information cannot be provided, when it will be provided, and to whom, e.g., DoD policy limits the dissemination of certain information. Instructions, Directives, and References not releasable to the public, e.g., Floor Plans, Maps, Post Orders, and Standard Operating Procedures, will be made available after contract award to the successful offeror with appropriate credentials and a need to know.
2.6.3	Work Reception	The Contractor shall provide the capability to receive, prioritize, correspond, and respond to trouble/service calls and task orders during Government regular working hours and provide a point of contact at a local or toll free number who can perform the above function during other than Government regular working hours.
2.6.4	Work Control	.. The Contractor shall implement all necessary work control procedures to ensure timely accomplishment of work requirements,

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Spec Item	Title	Description
		as well as to permit tracking and reporting of work in progress. The Contractor shall plan and schedule work to assure labor, and equipment are available to complete work requirements within the specified time limits and in conformance with the quality standards established herein. Verbal scheduling and work status updates shall be provided when requested by the KO. A status update of any item of work must be provided within two hours of the inquiry during regular working hours, and by 0800 the following work day for inquiries after regular working hours.
2.6.5	Work Schedule	<p>The Contractor's work shall not interfere with normal Government business. In those cases where some interference is unavoidable, the Contractor shall minimize the impact and effects of the interference. The Contractor shall provide advance access of all of its work schedules to the Government. The Contractor shall provide written notification of any difficulty in scheduling work due to Government controls, per Section F. At a minimum, the notification shall include the following:</p> <ul style="list-style-type: none"> ... The date and time the work was initially coordinated. ... The name and phone number of the Government person with whom the work was initially coordinated. ... The name and phone number of the Government person who prevented the work from being performed as previously coordinated. ... The alternative date and time, the Government person requested the work be accomplished.
2.6.6	Deliverables	<p>Except where otherwise stated, deliverable requirements are specified in Sections C, F, H, I, J, and within the Directives, Instructions, and References. The Contractor shall submit accurate and complete documents within the specified timeframes. The Contractor shall revise/modify deliverables, as directed by the KO, at no additional cost to the Government.</p> <p>Government acceptance of deliverables shall not relieve the Contractor of the responsibility for any error or omission which may exist in the deliverable, as the Contractor is responsible for all requirements of this contract.</p> <p>The Contractor shall establish and maintain a secure website for posting an electronic copy of all deliverables listed in Section F. The Contractor shall allow only authorized Government and Contractor personnel to access the website. Government personnel access shall be limited to viewing and downloading of deliverables, but restricted from posting to the website. The Contractor shall notify the Government by email whenever there are new or updated deliverables posted to the website. Each deliverable posting on the website and each email notification shall include the title of the deliverable, the spec item requiring the deliverable, and the date and time the deliverable was posted. All deliverables shall be available to authorized Government personnel 24 hours/day and 365 days/year for the duration of the contract.</p>
2.6.9	Quality Management System (QMS)	The Contractor shall establish and maintain a complete QMS program in accordance with the provisions specified herein. The Contractor's QMS program shall provide an effective and efficient means of identifying and correcting problems throughout the entire scope of operations. The Contractor's QMS program shall address:

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Spec Item	Title	Description
		<p>... Accurate documentation of work processes, procedures, and output measures.</p> <p>... A systematic procedure for assessing compliance with performance objectives and standards.</p> <p>... Accurate documentation of quality inspections and surveillance conducted throughout the execution of work.</p> <p>... Assessment-driven corrective actions and process adjustments as appropriate in a timely manner.</p>
2.6.9.1	Quality Management (QM) Plan	<p>The Contractor shall develop and submit a QM Plan per Section F. The QM Plan shall describe the QMS methodology and approaches used under this contract. If any changes are made during the period of performance, the Contractor shall submit the revised QM Plan for acceptance, per Section F.</p> <p>The Contractor's QM Plan shall include, at a minimum, the following:</p> <ul style="list-style-type: none"> • Policy and objectives of Quality Management System (QMS) • Quality organization <ul style="list-style-type: none"> ○ List of personnel ○ Responsibilities & lines of authority ○ Training and qualifications • Approach to assuring quality of services provided and conformance with performance objectives and standards • Methods and procedures for effective planning, operation and control of processes and performance of work • Procedures for inspection and surveillance of services to include all contractual requirements. <ul style="list-style-type: none"> ○ Scheduling and performance of inspection and surveillance ○ Measurement, data collection and analysis ○ Corrective action, preventive action, and continuous improvement ○ Oversight of subcontracted work • Documentation and records management • Communication with government (customers)>>
2.6.9.2	Quality Inspection and Surveillance	<p>The Contractor shall establish and maintain an inspection and surveillance system in accordance with the FAR Clause 52.246-4, INSPECTION OF SERVICES – FIXED PRICE, to ensure that the work performed conforms to the contract requirements. The Contractor shall document and maintain a file of all scheduled and performed inspections and surveillances, inspection and surveillance results, and dates and details of corrective and preventive actions. The quality inspection and surveillance file shall be the property of the Government and made available during the Government's regular working hours. The file shall be submitted to the COR after completion/termination of the contract per Section F.</p>
2.6.9.3	Quality Inspection and Surveillance Report	<p>The Contractor shall submit a copy of the Contractor Quality Inspection and Surveillance Report per Section F. The Government may adjust the frequency of the submittal based on the Contractor's quality of performance.</p>
2.7	Personnel Requirements	<p>The Contractor shall comply with the personnel requirements stated below:</p>
2.7.1	Key Personnel	<p>The Contractor shall submit a List of Key Personnel and Qualifications per Section F. The Contractor shall provide any additional information requested by the KO or COR necessary to validate their qualifications. The Contractor shall submit an Organizational Chart per Section F showing lines of authority of the key personnel and on-site supervisor(s) for this contract. The chart shall</p>

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Spec Item	Title	Description
		include names of personnel and their position title in this contract. As a minimum, include the PM, Quality Manager, SSHO, and on-site supervisor(s) and who they will report directly to for this contract. The key personnel shall be revised as applicable for the contract. The Contractor shall provide complete resumes for proposed substitutes and any additional information requested by the KO. Proposed substitutes shall have comparable qualifications to those of the persons being replaced. The KO will notify the Contractor within 15 calendar days after receipt of all required information of the consent on substitutions. No change in fixed unit prices may occur as a result of key personnel substitutions.
2.7.1.1	Project Manager (PM)	<p>The Contractor shall provide a PM and designated alternate, as applicable, who has the have full authority to act for the Contractor on all contract matters relating to this contract. The PM or alternate shall be available on-site during the Government's regular working hours and shall be available on-site within one hour after the Government's regular working hours.</p> <p>The PM shall have at least three years of experience in managing a workforce providing services on contracts of similar size, scope and complexity.</p>
2.7.1.2	Quality Manager	<p>The Contractor shall provide a Quality Manager or designated alternate who shall be on-site at all times when the Contractor is performing work during the Government's regular working hours and shall be available on-site within two hours after the Government's regular working hours. The Quality Manager or designated alternate shall report directly to a senior corporate official and shall not report directly to the Project Manager.</p> <p>The Quality Manager or designated alternate shall have fulfilled the following pre-requisite training and experiences before being hired as the Quality Manager under this contract: The Quality Manager or designated alternate shall have a current CMQ/OE certification and at least five years of experience in preparing and enforcing QMS programs on contracts of similar size, scope and complexity. The Quality Manager or designated alternate shall not be the same person as the SSHO.</p>
2.7.1.2.1	Quality Control Personnel	<p>The Contractor shall provide Quality Control personnel whose primary duty and responsibility is to enforce the Contractor's Quality Management System on this contract. The Quality Control personnel shall be on-site at all times when the Contractor is performing work during the Government's regular working hours. The Quality Control personnel shall report directly to the Quality Manager and shall not report directly to the Project Manager.</p> <p>Quality Control personnel shall have fulfilled the following pre-requisite training and experiences before being hired as Quality Control under this contract:</p> <p>Quality Control personnel shall meet or exceed the qualifications, technical knowledge and experience requirements specified for the personnel performing the work, which they will be inspecting, and have at least three years of experience in enforcing QMS programs on contracts of similar size, scope and complexity.</p>
2.7.1.3	Site Safety and Health Officer (SSHO)	<p>The SSHO must meet the requirements of EM 385-1-1 Section 1 and ensure that the requirements of 29 CFR 1926.16 are met for the project. Provide a Safety oversight team that includes a minimum of one Competent Person at each project site to function as the Site Safety and Health Officer (SSHO). The SSHO or an equally-qualified Designated Representative/alternate shall be on-site at all times when work is being performed to implement and</p>

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Spec Item	Title	Description
		<p>administer the Contractor's safety program and government-accepted Accident Prevention Plan. The SSHO's training, experience, and qualifications shall be as required by EM 385-1-1 paragraph 01.A.17, entitled SITE SAFETY AND HEALTH OFFICER (SSHO), and all associated sub-paragraphs.</p> <p>A Competent Person shall be provided for all of the hazards identified in the Contractor's Safety and Health Program in accordance with the accepted Accident Prevention Plan, and shall be on-site at all times when the work that presents the hazards associated with their professional expertise is being performed. Provide the credentials of the Competent Persons(s) to the Contracting Officer for acceptance in consultation with the Safety Office.</p> <p>The Contractor shall provide a SSHO whose primary duty and responsibility is to prepare and enforce the Contractor's safety program on this contract. The SSHO shall have fulfilled the following pre-requisite training and experiences before being hired as the SSHO under this contract:</p> <p>The SSHO shall have completed five years of satisfactory experience in preparing and enforcing safety programs on contracts of similar size and complexity in the past or three years experience if he possesses a Certified Safety Professional (CSP) or safety and health degree. The SSHO shall have completed the OSHA 30-hour construction safety class or equivalent and maintain competency through 24 hours of formal safety and health related coursework every four years. The SSHO may be the same person as the project manager but shall have fulfilled the pre-requisite qualification and experience.</p>
2.7.1.4	Environmental/ Energy Manager	The Contractor shall provide an Environmental/Energy Manager whose primary duty and responsibility is to ensure Contractor operations adhere to the goals and policies of the Environmental Management System, the Installation Energy Plan, and other specified Sustainability requirements affecting this contract. The Environmental/Energy Manager shall develop, implement and monitor environmental strategies, policies and programs that promote sustainable development and examine the contract activities to establish where improvements can be made and ensure compliance with environmental legislation and energy policy. The Environmental/Energy Manager shall have a minimum two years' experience with environmental procedures similar to those of this contract; familiarity with Environmental Management Systems (EMSs); and knowledge of environmental regulations and federal energy laws and policy (including energy and water reduction requirements and renewable energy requirements) that are applicable to operations similar to those of this contract.
2.7.2	Employee Requirements	The Contractor shall provide experienced, qualified, and capable personnel to perform the work in this contract. Personnel shall be fully knowledgeable of all safety, environmental, and energy requirements associated with the work they perform. Personnel shall speak, read, and comprehend English to the extent that they can perform the contract requirements and comply with installation emergency procedures.
2.7.2.1	Employee Certification and Training	The Contractor shall maintain personnel certification, training, and licensing records for employee requirements specified herein and within all technical annexes/sub-annexes. Certification, training, and licensing records shall be kept current and on file for the duration of the contract including all option

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		periods. Records shall be made available for Government review within 4 hours of request.
2.7.2.2	Employee Appearance	The Contractor shall ensure that all employees present a professional appearance that is appropriate for their position. The KO reserves the right to determine the acceptability of any clothing worn. All Contractor/subcontractor employees working under this contract shall be identified by a distinctive nameplate, emblem, or patch attached in a prominent place on an outer garment. Employee identification shall not be substituted for station required passes or badges.
2.7.2.3	Employee Conduct	Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.
2.7.2.4	Identification as Contractor Employee	Contractor employees shall identify themselves as Contractor personnel by introducing themselves or being introduced as Contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel. All Contractor employees shall appropriately identify themselves as contractor employees in both verbal communication and electronic or written correspondence.
2.7.2.5	Removal of Employees	The Contractor shall remove from the site any individual whose continued employment is deemed by the KO to be contrary to the public interest or inconsistent with the best interests of National Security.
2.7.2.6	Proof of Legal Residency	no employee or representative of the Contractor will be admitted to the site of work unless satisfactory Proof of Legal Residency is submitted per Section F.
2.7.3	Service Contract Reporting (SCR)	<p>The Contractor shall report total dollar amount invoiced and all contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: https://www.sam.gov.</p> <p>Per Section F, 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://www.sam.gov.</p>
2.8	Security Requirements	<p>The Contractor shall comply with all Federal, state, and local security statutes, regulations, and requirements. The Contractor shall become acquainted with and comply with all Government regulations as posted, or as requested by the KO when required to enter a Government site. The Contractor shall ensure that all security/entrance clearances are obtained.</p> <p>The Contractor shall ensure that Contractor personnel do not present a risk to security. By entering the installation, Contractor personnel are subject to installation, state, local and federal regulations and laws, including but not limited to debarment and criminal prosecution.</p>
2.8.1	Employee Listing	The Contractor shall maintain a current Employee List and submit per Section F. The list shall include employee's name, supervisor, company, and level of security clearance.
2.8.2	Vehicles	The company name shall be displayed on each of the Contractor's vehicles in a manner and size that is clearly visible. All vehicles shall display a valid state license plate that complies with State Vehicle Code. Vehicles shall meet all other requirement of the State Vehicle Code, such as safety standards, and shall carry proof of insurance and state registration, if applicable.

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		<p>Submit a list of vehicles to be used during the term of this contract to the KO and include the following information:</p> <ol style="list-style-type: none"> 1. Year 2. Make 3. Type 4. License Number 5. Insurance Company 6. Policy Number 7. Expiration Date of Insurance 8. ADA Compliant (Yes or No) 9. Seating Capacity <p>Submit vehicle list, copies of the current registration and safety cards for each vehicle listed as per Section F.</p>
2.8.3	Passes and Badges	All Contractor employees shall obtain the required employee and vehicle passes. The Contractor employees must be able to obtain Common Access Cards (CAC) in accordance with security requirements. Each employee shall wear the Government issued badge over the front of the outer clothing. When an employee leaves the Contractor's service, the employee's Passes and Badges shall be confiscated by the Contractor immediately and returned within 10 calendar days.
2.8.4	Access to Installation	<p>All Contractor personnel shall obtain access to the installation by participating in the Defense Biometric Identification System (DBIDS), or by obtaining a temporary pass from the Base Pass and Identification Office. Temporary passes issued through the Base Pass and Identification Office will be furnished without charge. Immediately report instances of lost or stolen badges to the Base Pass and Identification Office</p> <p>The Contractor shall furnish a completed DEPARTMENT OF THE NAVY LOCAL POPULATION ID CARD/BASE ACCESS PASS REGISTRATION (SECNAV FORM 5512/1) form for all personnel requesting badges. Refer to J-0200000-05(b) for SECNAV 5512/1 form.</p> <p>Refer to J-0200000-05(a) for DBIDS Standard Operating Procedures. Refer to J-0200000-05(b) for SECNAV 5512/1 form.</p>
2.8.4.1	DBIDS Program	DBIDS is an enterprise identity management and perimeter installation access control solution in which Contractor personnel who enroll, and are approved, are subsequently granted access to the installation for a period up to three years, or the length of the contract, whichever is less, and are not required to obtain a new pass from the Base Pass and Identification Office for each visit. There are no fees associated with obtaining a DBIDS credential. The Government performs background screening and credentialing. Throughout the year, the Contractor employee must continue to meet background screening standards. Periodic background screenings are conducted to verify continued DBIDS participation and installation access privileges. DBIDS access privileges will be immediately suspended or revoked if at any time a Contractor employee becomes ineligible.
2.8.4.2	DBIDS Credentials	<p>Contractor employees shall furnish a completed copy of the SECNAV 5512/1 form to obtain the required background check and visit the local Navy Installation Visitor Control Center to obtain a DBIDS credential once approved. The SECNAV 5512/1 form and additional information about DBIDS can be found at: https://www.cnic.navy.mil/om/dbids.html.</p> <p>The Contractor may initiate the adjudication process when a background</p>

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		<p>screen failure results in disqualification from participation in DBIDS and the Contractor employees do not agree with the reason for disqualification. The Contractor may also apply for a waiver when a background screening failure results in disqualification from participation in DBIDS. The Commanding Officer will be the final waiver determination authority.</p> <p>The Contractor shall immediately collect employee DBIDS credentials and notify the KO in writing:</p> <ol style="list-style-type: none"> (1) That an employee has departed the company without having properly returned or surrendered their DBIDS credentials. (2) That there is a reasonable basis to conclude that an employee, or former employee, might pose a risk, compromise, or threat to the safety or security of the installation or anyone therein.
2.8.5	Access to Buildings	The Contractor shall monitor and control access into restricted areas under their responsibility, allowing only those individuals who have been properly cleared into restricted areas or other controlled access areas. The Contractor shall comply with security requirements, plus those imposed by the installation Commander at all times. Personnel with access to restricted areas shall have the appropriate screening, and shall wear special badges authorizing access for those areas. Contractor personnel shall not enter restricted or controlled areas or installation facilities unless specifically authorized in performance of their duties. The Contractor shall secure all buildings and facilities entered during non-duty hours and will secure all building and facilities under the Contractor's cognizance at the end of each work day or shift period.
2.8.6	Access Arrangements	The Contractor shall make all arrangements through the appropriate office necessary to obtain access to buildings, facilities and other work areas, and when necessary, arrange for them to be opened and closed by the controlling authority. The Government may issue keys to the Contractor. The Contractor shall use due diligence and be responsible for compromised security systems to include replacement costs that result from its action or inaction.
2.8.6.1	Escort Arrangement for Secured Areas	<p>The Contractor shall make arrangements for Government escort into secured areas requiring escort. The KO will provide information on applicable buildings, spaces and the appropriate point of contact.</p> <p>The Contractor may experience delays while waiting for escorts. The Government estimates the wait period can be up to 15 minutes. The Contractor shall notify the Government Performance Assessment Representative (PAR) and appropriate point of contact if an escort is not available after 15 minutes and access to accomplish the work is denied. Unscheduled requirements, e.g., trouble calls, may require a longer wait for an escort.</p>
2.8.7	Security Clearances	The Contractor shall obtain all required corporate and personnel Security Clearances, prior to commencement of work, at no additional cost to the Government. The Contractor shall ensure that a list of all personnel with Security Clearances is maintained current, including clearances that are pending.
2.8.8	Access to Controlled Unclassified Information	The Contractor personnel whose work involves access to controlled unclassified information shall undergo a Tier 3 Investigation to verify their trustworthiness. If the Contractor personnel currently have a favorably adjudicated Tier 3 Investigation the Contractor shall notify the Government

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		<p>Command Security Manager who will validate this in the Joint Personnel Adjudication System (JPAS).</p> <p>The Contractor shall request from the Government for access to the E-QIP Direct program for the Contractor employees to complete the SF-86 form on line for a Tier 3 Investigation. The Security Manager will determine suitability. Upon a favorable Tier 3 Investigation, the Contractor personnel shall submit the original signed release statements, and an OF-306 Declaration for Federal Employment to the Security Manager per Section F. Upon submission of the necessary documentation through eQIP, the Contractor Employee shall provide digital fingerprints. The Contractor's Security POC shall notify the COR and the Security Manager when Contractor Employees have submitted their fingerprints.</p> <p>The request shall be renewed annually or for the duration of the contract if less than one year.</p>
2.8.9	Access to Government Information Technology (IT), Operation Technology (OT), and Facility Related Control Systems (FRCS)	<p>Prior to being granted access to Government IT, OT, and FRCS systems, personnel shall have a favorably adjudicated Tier 3 Investigation, obtain a CAC in accordance with security requirements, successfully complete required training, submit a Systems Authorization Access Request (SAAR) Form, and meet all eligibility requirements.</p> <p>Personnel accessing Government IT, OT, and FRCS systems shall complete annual required training such as cyber assurance awareness, information security (INFOSEC) awareness, and operations security (OPSEC) awareness.</p> <p>The Contractor shall submit a list of personnel requiring access to Government IT, OT, and FRCS systems per Section F.</p>
2.8.10	Access to Navy Marine Corps Intranet (NMCI)	The Contractor may be required to access Navy Marine Corps Intranet (NMCI). Prior to being granted access to NMCI, Contractor employees shall obtain a CAC in accordance with security requirements, successfully complete required training, submit a Systems Authorization Access Request (SAAR) Form, and meet all eligibility requirements.
2.8.11	Employee Status	The Contractor shall notify the KO of any changes to any employee's status to include, but not limited to, termination, convictions/arrests, adverse actions taken on the job for any reason or any other documented misbehavior that may affect, or have the potential to affect, security standing in terms of access to federal facilities or IT systems.
2.9	Contractor Safety Program	<p>The Contractor shall develop and implement a Safety Program detailing how the Contractor plans, staffs, performs, and controls all safety practices while delivering best value services to the Government without any accidents or mishaps. The Contractor's safety program shall comply with all safety standards identified in the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, UFC 3-560-01 Operation and Maintenance Electrical Safety, and Public Law 91-596, Occupational Safety and Health Act.</p> <p>Any reference to "USACE" facilities, property, or equipment specified in EM 385-1-1 should be interpreted as Government facilities, property, and equipment.</p>
2.9.1	Contractor Safety Requirements	Neither Contractor nor any subcontractor may enter into contract with any subcontractor that fails to meet the below requirements. The term

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		subcontractor in this and the following paragraphs means any entity holding a contract with the Contractor or with a subcontractor at any tier.
2.9.1.1	Experience Modification Rate (EMR)	<p>Subcontractors on this contract must have an effective EMR less than or equal to 1.10, as computed by the National Council on Compensation Insurance (NCCI) or if not available, as computed by the state agency's rating bureau in the state where the subcontractor is registered, when entering into a subcontract agreement with the Prime Contractor or a subcontractor at any tier.</p> <p>The Prime Contractor may submit a written request for additional consideration to the Contracting Officer where the specified acceptable EMR range cannot be achieved. Relaxation of the EMR range will only be considered for approval on a case-by-case basis for special conditions and must not be anticipated as tacit approval. Contractor's Site Safety and Health Officer (SSHO) must collect and maintain the certified EMR ratings for all subcontractors on the project and make them available to the Government at the Government's request.</p>
2.9.1.2	OSHA Days Away From Work, Restricted Duty, or Job Transfer (DART) Rate	<p>Subcontractors on this contract must have a DART rate, calculated from the most recent, complete calendar year, less than or equal to 3.4 when entering into a subcontract agreement with the Prime Contractor or a subcontractor at any tier.</p> <p>The Prime Contractor may submit a written request for additional consideration to the Contracting Officer where the specified acceptable OSHA Dart rate range cannot be achieved for a particular subcontractor. Relaxation of the OSHA DART rate range will only be considered for approval on a case-by-case basis for special conditions and must not be anticipated as tacit approval. Contractor's Site Safety and Health Officer (SSHO) must collect and maintain self-certified OSHA DART rates for all subcontractors on the project and make them available to the Government at the Government's request.</p>
2.9.2	Accident Prevention Plan (APP)	<p>The Contractor shall develop and implement a site Accident Prevention Plan (APP). The APP shall be prepared by the Contractor's SSHO and shall be followed by all Contractor employees, subcontractors, and vendors at each service site.</p> <p>The APP shall follow the abbreviated format and include, as a minimum, elements addressed in paragraph 3.k. of Appendix A of EM 385-1-1.</p> <p>The Contractor shall submit an APP for acceptance per Section F. The Contractor shall review, update, and submit revisions to the APP whenever a change in work conditions, hazards, or activities occur. Per Section F, submittal of the APP shall include Activity Hazard Analyses (AHAs) and applicable compliance plans, programs, and procedures as specified below.</p> <p>The Contractor shall not commence work until the APP has been accepted and no activity shall be started on site until the applicable AHAs and compliance plans have been accepted.</p> <p>Once accepted by the Contracting Officer, the APP and attachments will be enforced as part of the contract. Disregarding the provisions of this contract or the accepted APP will be cause for stopping of work, at the discretion of the Contracting Officer, until the matter has been rectified.</p>

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2.9.3	Activity Hazard Analysis (AHA)	<p>The Contractor shall prepare Activity Hazard Analyses (AHAs) for all applicable common recurring work activities performed under this contract. AHAs for recurring work shall be submitted with the APP and shall be updated as work activities or conditions change and additional AHAs prepared as new work activities are required. AHAs for non-recurring and one-time (e.g., non-recurring work task orders) work occurrences shall be submitted at least two working days prior to start of work. Specifically:</p> <ul style="list-style-type: none"> ... For contract modifications to recurring work requirements where changes are germane to the original contract, the Contractor shall revise applicable AHAs within 15 calendar days after modification is signed. ... For contracts with non-recurring work ELINs, the Contractor shall submit an AHA on non-recurring work task orders, with the associated proposal, whenever the service environment or required task is different from the recurring work priced services. <p>The Contractor shall follow the Risk Management Process for the development of Activity Hazard Analysis (AHA) in accordance with paragraph 01.A.14 and Appendix A of EM 385-1-1. A formatted outline of an AHA is provided in Figure 1-2 of EM 385-1-1.</p> <p>During performance of services, the SSHO shall periodically review the AHA at each service site and for each sub-annex to assess the effectiveness of the Contractor's overall APP. If changes to the AHAs are required, such changes shall be submitted to the KO for review and acceptance.</p>
2.9.4	Safety and Occupational Health (SOH) Risks and Compliance Plans	<p>Based on a risk assessment of recurring and non-recurring work requirements and on mandatory OSHA compliance programs, the Contractor shall develop, provide and implement all applicable compliance plans, as necessary for the situation or types of work to be performed under this contract. Compliance plans, programs, and procedures along with their respective references are detailed in Appendix A, paragraph 3.i of EM 385-1-1.</p> <p>These plans shall be submitted with the APP and shall be updated as situations change. Additional compliance plans, programs, and procedures shall be developed as applicable when new types of work are required under this contract per Section F.</p>
2.9.4.1	Alcohol and Drug Abuse Prevention Plan	The Contractor shall develop an alcohol and drug abuse prevention plan to explain how it will satisfy the drug-free work force requirement as stated in DFARS Clause 252.223-7004 and include elements addressed in paragraph 01.C.02 of EM 385-1-1.
2.9.4.2	Chemical Hazard Communication Program	The Contractor shall develop a project-specific chemical hazard communication program to include elements addressed in paragraph 06.B.01 of EM 385-1-1 and applicable OSHA requirements in 29 Code of Federal Regulations (CFR) 1910.120 and 29 CFR 1926.59.
2.9.4.3	(Not Used)	
2.9.4.4	(Not Used)	
2.9.4.5	Fall Prevention and Protection Plan	The Contractor shall develop a site specific fall prevention and protection plan to protect and prevent its service workers from falling from heights of 1.8m (6 feet) or more. This plan shall include elements addressed in paragraph 21.D of EM 385-1-1 and ANSI A10.32, ANSI Z359.1, and ANSI/ASSE A10.34. The fall prevention and protection plan shall include a

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		Rescue and Evacuation Plan in accordance with EM 385-1-1, Section 21.N. A competent person for fall protection shall prepare and sign the plan.
2.9.4.6	Pathogen Exposure	<p>The Contractor shall comply with 29 CFR-1910.1030 at all times if personnel are performing work where they may be exposed to blood or other potentially infectious materials.</p> <p>The Contractor shall develop an Exposure Control Plan. This plan shall comply with 29 CFR-1910.1030, be reviewed annually to ensure compliance, and be accessible to employees.</p> <p>Employees required to access areas subject to higher exposure risk (such as hospitals, clinics, and laboratories) shall submit to all required testing and receive vaccinations as required by the installation.</p>
2.9.4.7	(Not Used)	
2.9.5	(Not Used)	
2.9.5.1	(Not Used)	
2.9.5.2	(Not Used)	
2.9.5.3	(Not Used)	
2.9.6	Accident and Damage Reporting	<p>The Contractor shall notify the Contracting Officer as soon as practical, but no more than four hours after any accident meeting the definition of Recordable Injuries or Illnesses or High Visibility Accidents, property damage equal to or greater than \$2,000, or any Weight Handling Equipment (WHE) accident. Notification shall also be provided for any mishap occurring in any of the following high hazard areas: electrical (to include Arc Flash, electrical shock, etc.); uncontrolled release of hazardous energy (includes electrical and non-electrical); weight or load handling equipment (LHE) or rigging; fall-from-height (any level other than same surface); and underwater diving. These mishaps shall be investigated in depth to identify all causes and to recommend hazard control measures.</p> <p>Within notification include Contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (to include type of equipment used, PPE used, etc.). Preserve the conditions and evidence on the accident site until the Government investigation team arrives on-site and Government investigation is conducted.</p> <p>The Contractor shall conduct an accident investigation for recordable injuries and illnesses, for accidents requiring Medical Treatment, property damage accidents resulting in at least \$20,000 in damages, and near misses as defined in EM 385-1-1, to establish the root cause(s) of the accident. The Contractor shall complete the applicable NAVFAC Contractor Incident Reporting System (CIRS), and electronically submit via the NAVFAC Enterprise Safety Applications Management System (ESAMS) per Section F. Required or special forms are provided within the Forms in J-0200000-04.</p> <p>For a near miss, the Contractor shall complete the applicable documentation in NAVFAC Contractor Incident Reporting System (CIRS), and electronically submit via the NAVFAC Enterprise Safety Applications Management System (ESAMS) per Section F.</p>

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2.9.6.1	Accident Reporting and Notification Criteria	<p>The following criteria and definitions apply to the accident reporting requirements specified above:</p> <p>Recordable Injuries or Illnesses. Any work-related injury or illness that results in:</p> <ol style="list-style-type: none"> 1) Death, regardless of the time between the injury and death, or the length of the illness; 2) Days away from work (any time lost after day of injury/illness onset); 3) Restricted work; 4) Transfer to another job; 5) Medical treatment beyond first aid; 6) Loss of consciousness; or 7) A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in (1) through (6) above. <p>High Visibility Accident. Any mishap which may generate publicity or high visibility.</p> <p>Medical Treatment. Treatment administered by a physician or by registered professional personnel under the standing orders of a physician. Medical treatment does not include first aid treatment even through provided by a physician or registered personnel.</p>
2.9.7	Fire Protection	Buses shall be equipped with at least one dry chemical type fire extinguisher meeting the requirements of the applicable government authority or nationally recognized testing agency. It shall be mounted in extinguisher manufacturer's bracket of automotive type, and located in the driver's compartment in full view and readily accessible to the driver. If extinguisher is of stored pressure type, it shall be equipped with a gauge and checked for correct pressure on a regular basis.
2.9.8	Monthly On-Site Labor Report	<p>The Contractor shall submit a Monthly On-Site Labor Report per Section F. This report is a compilation of employee-hours worked each month for all site workers, both prime and subcontractor.</p> <p>Monthly On-Site Labor Report shall be provided unprotected and capable of being sorted to the ELIN/Sub-ELIN level.</p>
2.9.9	OSHA Citations and Violations	The Contractor shall correct violations and citations promptly and submit a copy of each OSHA citation and OSHA report with written OSHA Citations and Violations Corrective Action Report per Section F.
2.9.10	Safety Inspections and Monitoring	<p>The Contractor shall conduct inspections of its work areas, job sites, and work crews every day work is being performed to ensure that all Contractor operations are being conducted safely. These inspections shall ensure:</p> <ul style="list-style-type: none"> ... The site is safe and free of job-site hazards ... Proper PPE is being utilized and worn. ... Safe work practices and processes are being followed. ... Workers are familiar with the hazards covered in the respective AHA for that work activity. ... All equipment and tools are in good condition and being used safely.

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		<p>The Government reserves the right to inspect and monitor Contractor operations for safety compliance. In general, the Government approach will be to conduct Performance Assessment on the quality and effectiveness of the Contractor's safety program. The Government reserves the right to stop any work activity when it deems danger is imminent. Contractor personnel shall work in a safe manner and comply with all applicable safety regulations. The Contractor shall be subject to safety inspections of its work sites by the Government. Contractor safety records shall be available to the KO upon request.</p> <p>Whenever the KO becomes aware of any safety noncompliance or any condition which poses a serious or imminent danger or hazard to the health or safety of the public or Government Personnel, the KO will notify the Contractor orally, with written confirmation, and request immediate corrective action. This notice, when delivered to the Contractor's representative or SSO, shall be deemed sufficient notice of noncompliance and that corrective action is required. After receiving this notice, the Contractor shall immediately take corrective action. If the Contractor fails, delays, or refuses to promptly take corrective action, the KO may issue a stop work order for all or part of the services or work until satisfactory corrective action has been taken. Whenever such a stop work order has been issued, the Contractor shall waive all equitable adjustments to the contract related to the stop work ordered issued. The Contractor shall include this requirement in all of its subcontracts and vendor contracts in support of contract safety.</p> <p>The Contractor shall submit a copy of the Contractor Safety Inspection and Monitoring Report per Section F. The Contractor Safety Inspection and Monitoring Report shall include a narrative of significant events; a tabulated summary and results of the safety inspection and monitoring events performed; inspection-driven corrective actions taken and the results attained; and management process adjustments during the previous month.</p>
2.9.11	Safety Certification	The Contractor shall submit copies of all the required Federal, state, county, city and industry Safety Certifications for work performed under this contract per Section F. These certifications shall be kept up to date by the Contractor. The Contractor shall submit new versions of certifications as the old certifications expire. No work, that requires a certification, shall start without a valid and approved certification.
2.9.12	(Not Used)	
2.9.13	Emergency Medical Treatment	Contractors will arrange for their own emergency medical treatment. The Government has no responsibility to provide emergency medical treatment.
2.9.14	(Not Used)	
2.10	Environmental Management and Sustainability	<p>The Contractor shall perform work under this contract consistent with the Installation's Environmental Management System (EMS) goals and policy.</p> <p>Goals:</p> <ul style="list-style-type: none"> ... Reduce purchase and use of toxic and hazardous materials; ... Expand purchase of green products and services; increase recycling; ... Reduce energy and water use; ... Increase use of alternative fuels and renewable energy; ... Integrate green building concepts in major renovations and new construction; ... Prevent pollution at the source; and ... Continual improvement.

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		<p>Policy:</p> <ul style="list-style-type: none"> ... Protect public health and the environment by being an environmentally responsible member of the community; ... Preserve our natural, historic and cultural resources; ... Conserve natural resources by reducing what we discard, reusing items, and recycling materials, which includes purchasing products made from recycled materials; ... Integrate sound environmental practices into all our operations and business decisions; Integrate environmental protection requirements and pollution prevention initiatives into the early planning, design and procurement of facilities, equipment and material, as well as the planning and implementation of military training activities; ... Prevent or minimize pollution at its source as we seek out ways to eliminate or further minimize use of hazardous materials and generation of hazardous waste; ... Maintain a sound partnership with regulatory agencies to sustain our compliance with existing and new environmental laws and regulations; ... Enhance our program as we develop and implement an Environmental Management System; and ... Adhere to this policy, remind one another to do so, and ensure that our entire community knows this is our policy by our actions as well as our words. <p>The Contractor shall maintain monitoring and measurement information to address the EMS goals and policy and provide the EMS Goals and Policy Measurement Information to the KO per Section F. In the event an EMS nonconformance or environmental noncompliance associated with the contracted services, tasks, or actions occurs, the Contractor shall take corrective actions, assume legal and financial liability for the noncompliance and take corrective action immediately to remedy the noncompliance. The Contractor shall ensure that its employees are aware of their roles and responsibilities under the EMS and how these EMS roles and responsibilities affect work performed under the contract.</p>
2.10.1	Energy Management Program	The Contractor shall comply with the installation's energy management program
2.10.1.1	Water Conservation Plan	The Contractor shall develop, submit and implement a Water Conservation Plan per Section F.
2.10.1.2	Energy Efficient Products	The Contractor shall use life-cycle cost analysis in making decisions about investments in products, services, construction and other projects to lower Federal Government's costs and reduce energy consumption. The Contractor shall elect lifecycle cost effective Energy Star and other energy-efficient products when acquiring energy-using products. For product groups where Energy Star labels are not yet available, select products that are in upper 25 percent of energy efficiency as designated by the Federal Energy Management Program. Use of high-energy consuming tools or equipment is subject to approval by the KO prior to use.
2.10.2	Environmental Protection	The Contractor shall comply with all applicable Federal, state, and local laws, regulations, and executive orders, and with base-wide instructions, standards, and permit requirements. All environmental protection matters shall be coordinated with the KO. Inspection of Contractor operated facilities may be

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		conducted by the Installation Environmental Protection Coordinator or other authorized officials on a no-notice basis. The Contractor shall comply with the instructions of the cognizant Navy Medical Department with respect to avoidance of conditions which create a nuisance or which may be hazardous to the health of military or civilian personnel. The Contractor is responsible for ensuring that its employees receive applicable environmental and occupational health and safety training, and are kept up to date on all required regulatory and specific training for the type of work to be conducted onsite. All on-site Contractor personnel, and their subcontractor personnel, performing tasks that have the potential to cause an impact to the environment shall be competent on the basis of appropriate education, training or experience. The Contractor shall develop, submit, and implement an Environmental Protection Plan per Section F.
2.10.2.1	(Not Used)	
2.10.2.2	(Not Used)	
2.10.2.3	Solid Waste Management and Recycling	<p>The Contractor shall comply with the installation's Solid Waste Management Plan(s) and OPNAVINST 5090.1 series for Contractor generated waste. The Contractor shall submit Solid Waste Management Reports per Section F. The Solid Waste Management Reports Form is provided within the Forms in J-0200000-04.</p> <p>The Contractor shall recycle concrete, scrap metal, tires, wooden pallets, cardboard, asphalt, yard waste and submit quarterly reports with recycling weight ticket receipts per Section F.</p>
2.10.2.4	Non-Regulated Waste Disposal	<p>The Contractor shall dispose all wastes in accordance with all applicable Federal, state, and local laws, regulations, and executive orders, and with base-wide instructions, standards, and permit requirements.</p> <p>All non-regulated waste shall be disposed of in accordance with all applicable Federal, state, and local laws, regulations, and instructions, including but not limited to 40 CFR</p> <p>Disposal of all non-regulated debris and rubbish resulting from the work under this contract shall comply with the federal regulations in 40 CFR Part 258 (SubtitleD of RCRA), or equivalent state regulations and be disposed of at appropriate off installation waste handling facilities.</p>
2.10.2.5	Regulated Waste Disposal	The Contractor shall dispose of regulated waste in accordance with the Resource Conservation and Recovery Act and all other applicable Federal, state and local laws, regulations and instructions. All regulated waste shall be disposed of at appropriate off installation regulated waste handling facilities.
2.10.2.6	Universal Waste	The Contractor shall collect and manage all Universal Waste generated under the performance of this contract in accordance with the applicable Federal, state and local laws, regulations and instructions, such as: 40 CFR, the installation's 5090.1 instruction, etc. Universal Waste shall be disposed of at appropriate off installation waste handling facilities..
2.10.2.7	Spill Prevention, Containment, and Clean-up	The Contractor shall prevent, contain, clean up, and report all spills on Government property caused by the Contractor, in a manner that complies with applicable Federal, state, and local laws and regulations and with the

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		Installation Hazardous Waste Management Plans; and Spill Prevention, Control, and Countermeasure Plans provided in J-0200000-08 at no additional cost to the Government.
2.10.2.8	Hazardous Material Management	<p>The Contractor shall support the Consolidated Hazardous Material Reutilization and Inventory Management Program (CHRIMP).</p> <p>The Contractor shall submit an Emergency Planning and Community Right to Know Act (EPCRA) Report and Contractor Hazardous Material Inventory Log per Section F following the format provided in J-0200000-07.</p> <p>The Contractor shall receive approval from the KO prior to bringing hazardous material on Government Property or prior to any other use in conjunction with this contract. For approval to use any hazardous material, allow a minimum of 10 working days for processing the request. The Contractor shall post Safety Data Sheets (SDS) at the worksite where the products are being used. Should the Government determine that a chemical the Contractor will use needs to be tracked, the Government may direct the Contractor to submit additional information in order to fulfill reporting requirements</p> <p>The Contractor shall ensure that procedures are in place to deal with hazardous materials, pursuant to the FAR Clause 52.223-3, HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA.</p> <p>Notwithstanding any other hazardous material used in this contract, radioactive materials or instruments capable of producing ionizing/non-ionizing radiation (with the exception of radioactive material and devices used in accordance with EM 385-1-1 such as nuclear density meters for compaction testing and laboratory equipment with radioactive sources) as well as materials which contain asbestos, mercury or polychlorinated biphenyls, di-isocyanates, lead-based paint are prohibited. The Contracting Officer, upon written request by the Contractor, may consider exceptions to the use of any of the above excluded materials. Low mercury lamps used within fluorescent lighting fixtures are allowed as an exception without further Contracting Officer approval. Notify the Radiation Safety Officer (RSO) prior to excepted items of radioactive material and devices being brought on base.</p>
2.10.2.9	Protection of Endangered and Threatened Species (Flora and Fauna)	The Contractor shall not disturb endangered and threatened species and their habitat. The Contractor shall carefully protect in-place and report immediately to the KO endangered and threatened species discovered in the course of work. The Contractor shall stop work in the immediate area of the discovery until directed by the KO to resume work.
2.10.2.10	Noise Control	The Contractor shall comply with all applicable Federal, state and local laws, ordinances, and regulations relative to noise control.
2.10.2.11	(Not Used)	
2.10.2.12	(Not Used)	
2.10.2.13	(Not Used)	
2.10.3	Sustainable Procurement and Practices	The Contractor shall develop, submit, and implement a Sustainable Procurement and Practices Plan per Section F. This plan shall identify how the Contractor will comply with all applicable Federal, state and local laws and regulation, including E.O. 13514, Installation Energy Management Program and Water Conservation Programs and energy reduction requirements. The plan shall specifically address the following components:

0200000 - Management and Administration		
Spec Item	Title	Description
		<ul style="list-style-type: none"> ... Recycled Contents Products ... Energy/Water efficiency ... Energy Efficient Tools and Equipment ... Alternate Fuels and Alternate Fuel Vehicles ... Biobased Products ... Non-Ozone Depleting Products ... Environmental Preferred Products and Services ... Low/Non-Toxic and Hazardous Materials <p>The Contractor shall submit an annual Sustainable Delivery of Services Report per Section F.</p>
2.10.3.1	Environmentally Preferable Products	The Contractor shall procure and use products that are energy-efficient (Energy Star or Federal Energy Management Program (FEMP)-designated), water efficient, bio-based, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT)-registered), non-ozone depleting, contain recycled content, or are non-toxic or less toxic alternatives, where such products and services meet performance requirements.
2.10.3.2	Use of Recovered Materials	<p>The Government has an affirmative procurement program to promote the purchase of products containing recovered materials. The intent is to reduce the solid waste stream and conserve natural resources by establishing markets for recycled content products and encouraging manufacturers to produce quality products containing recovered materials. Participate in this program by using, for Environmental Protection Agency (EPA) designated items, recovered materials to the maximum extent practicable without jeopardizing the intended end use of the item. The percentage of recovered materials content levels for use in the performance of this contract will be, at a minimum, the amount recommended in the EPA Comprehensive Procurement Guideline (CPG) Product Index website (http://www.epa.gov/epawaste/consERVE/tools/cpg/index.htm).</p> <p>Use of EPA designated products is not required for products that are either not available within a reasonable period of time, are not available at a reasonable price, are not available from a sufficient number of sources to maintain a satisfactory level of competition, or fail to meet performance standards based on technical verification. EPA designation of products is an on-going process. Listings of EPA designated products containing recovered materials are found in 40 CFR 247. Make recommendation and submit Recovered Material Certification, per Section F, when a product containing recovered materials is equal to or better than the original and could be used for this contract. All changes of products must be accepted by the KO prior to its use.</p>
2.10.3.3	Use of Biobased Products	The Contractor shall make maximum use of biobased products in accordance with the FAR Clause 52.223-2 -- Affirmative Procurement of BIOBASED Products Under Service And Construction Contracts. Information about these products is available at http://www.usda.gov/biopreferred .
2.11	Disaster Preparedness	The Contractor shall comply with the installation's Contingency Instruction contingency response plan. The Contractor shall support the installation contingency response plan as directed by the KO. The Contractor shall submit their Mission Essential Contractor Services Plan and a list of their Mission Critical/Mission Essential Personnel per Section F.
2.12	(Not Used)	

0200000 - Management and Administration		
Spec Item	Title	Description
2.13	(Not Used)	
2.14	(Not Used)	
2.15	Non-recurring Work	Non-recurring work is identified in each applicable annex or sub-annex. Non-recurring work may consist of Unit Priced Task (UPT) Work (non-negotiated) and Unit Priced Labor (UPL) Work (negotiated). The Contractor shall perform all non-recurring task work as ordered by the KO per Section G and DoD FedMall requirements. Non-recurring work will consist of Unit Priced Tasks and Unit Priced Labor Work which may be ordered by the Government as separate items or in combinations of items from the Non-recurring Work Exhibit Line Items (ELINs) provided in Section J on an as needed basis.
2.15.1	Unit Priced Task (UPT) Work (Non-Negotiated)	A UPT is defined as a non-recurring work item that includes all direct and indirect costs plus profit associated with the particular unit of work. All materials and equipment (rented, leased or Contractor-owned) required for the accomplishment of a UPT shall be included within the respective exhibit line item prices. The fixed price for the task order is determined by multiplying the exhibit line item unit prices by the quantities ordered. The Contractor is not required to submit cost estimates for UPTs.
2.15.1.1	Acceptance and Performance	<p>The Contractor shall offer indefinite quantity (IQ) pre-priced line item services to authorized Government personnel when they are ordering the work directly via the Government-wide Commercial Purchase Card (GCPC) program. When receiving GCPC orders against Section B, the Contractor shall provide the supplies and services at the offered price without additional markup or handling fee.</p> <p>The Contractor shall accept and process electronically submitted GCPC orders for IQ services, including those orders issued through the FedMall. FedMall is a U.S. Government (USG) owned and operated web-based ordering system that enables any Department of Defense (DoD) or Federal activity to search for and order goods and services. Authorized GCPC users will receive approved accounts on FedMall to view and order IQ line items.</p> <p>The Contractor shall receive electronic IQ orders from FedMall using 128-bit encrypted email. The Contractor shall purchase, install, and utilize the most recent version of PGP Personal software, or a comparable solution, for the purpose of decrypting order notification emails from FedMall. In addition, the DoD has established the External Certification Authority (ECA) program to support the issuance of DoD-approved certificates to Contractors. The ECA program is designed to provide the mechanism for Contractors to securely communicate with the DoD and authenticate to DoD Information Systems. The Contractor shall purchase, install, maintain and use a DoD-approved ECA certificate. Information on obtaining an ECA certificate can be found at http://iase.disa.mil/pki/eca/Pages/certificate.aspx.</p> <p>The Contractor shall post updates on order delivery schedule and performance to the FedMall in a timely manner.</p> <p>The Contractor shall track quantities and report total ordered quantity in FedMall and approved DD 1155's by line item number each month and year-to-date. The report shall be due to the Contracting Officer by the fifth day of the following month, per Section F. The Contractor must track and report when total dollar value of all orders from both GCPC purchases and DD</p>

0200000 - Management and Administration		
Spec Item	Title	Description
		1155s exceed 75% of the combined Section B Pre-Priced Line Item quantities.
2.15.1.2	Invoicing and Receiving Payment	Payment for completed FedMall orders will be made using the Government wide Commercial Purchase Card (GCPC). Reference “payment by third party” clause FAR 52.232-36. The Contractor shall possess the capability to invoice and receive payment for non-recurring work via an electronic medium with supported command representatives utilizing their GCPC. No partial or advance payments will be provided.
2.15.2	Unit Priced Labor (UPL) Work (Negotiated)	The Contractor shall perform all UPL work in accordance with the scope and delivery schedule negotiated per each task order. UPL work is defined as non-recurring work that utilizes negotiated labor hours and materials to accomplish a task not required by the recurring work portion of the contract. UPL includes separately priced labor, material, and equipment exhibit line items. The Contractor shall prepare and furnish a detailed cost estimate identifying proposed labor, material, and equipment costs, which upon approval by the KO, becomes the fixed price for the task order.
2.15.2.1	Non-recurring Work Preparation of Proposals	The Contractor shall submit non-recurring work proposals to the KO, per Section F. Proposals shall include: 1) a complete list of all tasks necessary to perform the required scope of work, 2) the number of direct labor hours to perform each task and 3) the projected quantity and costs of materials and equipment to perform the required scope of work.
2.15.2.1.1	Labor Requirements	The Government retains the right to obtain additional quotes. The lowest quoted labor hours shall be used.
2.15.2.1.2	Material and Equipment Requirements	Accepted industry and Government material and equipment costs published in R. S. Means cost data, national material supplier catalogues, U.S. Army Corps of Engineers Construction Equipment Ownership and Operating Expense Schedule (EP 1110-1-8), equipment rental catalogues, and similar estimating sources shall be used for determining customary and reasonable costs for the material and equipment estimate. Projected material requirements shall include a list of materials establishing the size, quality, number of units, and unit prices. Pre-expended bin supplies and materials shall not be included in the list of materials since the cost for these items are to be included in the labor hour unit price. Material prices shall be the lowest price available considering the availability of materials and the time constraints of the job. The direct material price shall include all discounts and rebates for core value and salvage value that accrue to the Contractor and Contractor-furnished warehousing cost. Equipment costs shall include rental and lease costs, ownership costs where Contractor-owned, equipment mobilization, and tools, not priced under the recurring work portion of the contract. The direct material price will be multiplied by the Contractor's non-recurring work material fixed burden rate.
2.15.2.2	Issuance of Final Task Order	The KO will order unit priced labor by issuing to the Contractor a copy of the approved scope of work and a task order for the work described, in accordance with Section G. Task order completion times will be specified on each task order.
2.15.3	Non-recurring work ELINS	Non-recurring Work Exhibit Line Item Numbers (ELINs) are provided in J-0200000-06.

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Spec Item	Title	Description
1	General Information	The Contractor shall provide all labor, management, supervision, tools, material, and equipment required to perform Bus services to conduct official Government business, on an as-needed basis.
1.1	Concept of Operations	The intent of 1700000 Transportation is to specify the requirements for a bus transportation program consisting of vehicle and equipment operations to include dispatch, people movements, operator licensing and training, inspection and certification, and specified administrative program management. The Contractor shall provide, but not limited to, Bus/Coach and shuttle services normally during Government regular working hours, but also during weekends or holidays within the Naval District Washington Region, to include the Greater Washington Metropolitan Area and within a 400 mile radius.

1700000 – Transportation		
Spec Item	Title	Description
2	Management and Administration	
2.1	Definitions and Acronyms	Definitions and Acronyms are listed in J-1700000-01.
2.2	Personnel	The Contractor shall provide personnel with the qualifications, technical knowledge, experience and skills required for efficient operations within the Transportation function.
2.2.1	Certification, Training, and Licensing	Operators shall comply with all Federal, state, and local laws and regulations regarding certification, training and licensing. All bus operators shall be trained by the Contractor in appropriate emergency evacuation procedures for a bus, including the safe and expedient evacuation of all passengers.
2.2.2	Bus Driver(s)	The contractor shall provide uniformed, qualified, licensed operators in accordance with the requirements of the U.S. Department of Transportation Federal Highway Administration for the operation of buses. Vehicle operators shall comply with all annotated codes, Federal, state, and local laws and regulations for the states and cities governing vehicular and pedestrian traffic in which they operate. Vehicle operators shall wear a uniform which identifies them as the vehicle operator. Operators shall have a neat and professional appearance and sustain a professional attitude at all times.
2.2.2.1	Driver Documentation	The contractor shall submit documentation of a valid Driver's License (with all endorsements required for the type of vehicle and its use) for each operator to be used in performance of this contract. The Contractor shall notify the Contracting Officer of any change in an operator's employment or license status and shall not allow an operator to be used in the performance of this contract before submitting the above information to the Contracting Officer. Refer to Section F.
2.2.2.2	Driver Expenses	During overnight or extended length trips the Contractor shall be responsible for all customary and reasonable driver expenses. These shall include but are not limited to: Regular Pay, daily per diem, lodging expenses, food cost, and any other similar expenses that are customary to the coach bus industry or labor agreement the Contractor shall be operating under. The government shall never be responsible for any driver cost beyond those included in the contractor's unit bid price.

1700000 – Transportation		
Spec Item	Title	Description
2.2.2.3	Relief Drivers	In order to comply with U.S. Department of Transportation Federal Highway Administration regulations related to driving time and required rest periods, the Contractor may be required to arrange for more than one driver for extended trips. All cost for required relief drivers shall be included in the Contractor's original line item bid price. The Government will not be responsible for any additional expense for relief drivers. That cost risk shall be bid by the Contractor in the original line item cost.
2.3	Buses	The vehicles shall be neat and sanitary inside and outside and must display the company name on the exterior. Vehicles shall have a working air conditioning and heating system. Vehicles shall have a working two-way communication system between the Contractor's dispatcher/manager and the vehicle operators.
2.3.1	Bus Condition	The Contractor shall ensure that all buses provided for the use in this contract are maintained in a safe operating condition at all times during use throughout the contract period. Individual components (such as seat covers, fresh air ventilation, windows, doors, etc.) shall operate in accordance with the intended OEM design and manufacture when being used by the Government. Any of these components shall be repaired if damaged before the vehicle is dispatched for services.
2.3.2	Minimum Bus Amenities	As a bare minimum all buses regardless of seating capacity shall be equipped with: <ol style="list-style-type: none"> 1. Heating System capable of maintaining an even temperature of 70° F or more throughout the bus at any time the outside temperature is below 58° F. 2. Air conditioning equipment sufficient to provide an even temperature of 78° F or less throughout the bus when the outside temperature is above 80° F. 3. Individual fresh air ventilation at each seat, forced air type. <p>Charter buses shall be equipped with restrooms.</p> <p>Although not required to meet the minimum requirements, if the bus is already equipped with additional amenities such as intercom, TVs, DVDs, reading lights, they shall all be in working order and shall be available for use by the passengers during a trip.</p>
2.3.2.1	Minimum Seating Capacity	A charter bus will meet the minimum seating capacity if it has 44 or more passenger seats that meet the requirements of this specification.
2.3.2.2	Maximum Seating Capacity	To meet this requirement the bus must be the largest class of Charter Bus owned or operated by the Contractor. In any case, the bus shall contain a minimum of 50 seats that meet the requirements of this contract.
2.3.2.3	ADA Compliance	ADA compliant vehicles shall be dispatched when required for handicapped/disabled passengers and equipped with a wheelchair lift as well as the appropriate number of tie downs.
2.3.2.4	Vehicle Service Life	Vehicles must not exceed the minimum service life as detailed in Federal Transit Administration, Report FTA VA-26-7229-07.1, Table ES-1, dated April 2007. See J-1700000-05, Table ES-1 "Minimum Service-life Categories for Buses and Vans".)

1700000 – Transportation		
Spec Item	Title	Description
2.3.3	Bus Cleaning, Inspection, Maintenance and Repairs	<p>All bus cleaning, inspection maintenance and repairs are the sole responsibility of the Contractor. Before each dispatch for this contract a pre-trip inspection will be conducted and the bus interior and exterior shall be cleaned. All windows and mirrors shall allow for full visibility. Each bus shall be cleaned thoroughly (interior and exterior) at regularly scheduled intervals. The inside of the bus shall be disinfected by using an industry standard germ killing agent.</p> <p>The Government reserves the right to inspect the Contractor's vehicles periodically as a part of contract Performance Assessment. If any vehicle is found to be unsafe or unsatisfactory, the Government may prohibit the vehicle's use until such unsafe or unsatisfactory conditions have been corrected. In such an event, the Contractor shall immediately replace the vehicle(s) to maintain the schedule.</p>
2.3.3.1	Restroom Cleaning	Special attention shall be paid to the cleaning and disinfecting of the restroom facilities. The holding tanks shall be emptied, and the required chemicals shall be freshly installed. Restroom shall be fully stocked to provide service beyond the length of the scheduled trip, in the event that the trip length is extended.
2.3.4	Bus Operation	Through all phases of bus operation, the Contractor shall assure that the bus is operated in a safe and professional manner and shall always comply with the Federal Motor Carrier Safety Regulations Parts 382, 383, 387, 390 through 399, as prescribed by the U.S. Department of Transportation Federal Highway Administration.
2.3.4.1	Timeliness	The Contractor shall ensure that the bus arrives at the predetermined pick up point at the established starting time. Bus(es) shall arrive at the designated area fifteen (15) minutes prior to the predetermined start time. If bus(es) are fifteen (15) or more minutes late passed the predetermined start time, regardless of the reason, then this work requirement shall be deemed as unsatisfactory and subject to Consequences of Failure to Perform clause in Section E
2.3.4.2	Charges for Tolls, Ferries and Operating Costs	The contractor shall be responsible for all road tolls, parking fees, ferry fees, and any other related fees or costs of operation incurred during the duration of the trip. All fuel and other operating fluids are included in each rate. All holding tank dumping fees and restroom supply costs shall be included should the restroom need additional service during an extended trip. Any/all on the road repair costs including tire repair/replacement costs, mechanical repairs, or towing costs shall be as part of each rate.
2.3.4.3	Breakdown / Replacement Buses	The Contractor shall provide all maintenance, PM and services to ensure all vehicles are serviceable, mechanically safe, have functional and adequate heat and ventilation, and meet all applicable state vehicle safety inspection requirements and these specifications. All maintenance and repairs shall be performed outside the confines of Government property. In the event of a breakdown or malfunction while being used by the Government, the contractor shall have a replacement bus (the same as being used or larger) at the breakdown site within one hour and thirty minutes (1.5 hours) after the breakdown. For buses service for longer distance trips the Contractor shall have a replacement bus dispatched to a disabled bus within forty-five (45) minutes of being notified that a bus is disabled. Reasonable transit time will be allowed for the replacement bus to arrive on site. All costs for replacement buses, on the road service, or overnight lodging for passengers stranded due to equipment failure, shall be the responsibility of the Contractor and shall result in no additional charge to the Government.
2.3.5	Administrative Requirements	

1700000 – Transportation		
Spec Item	Title	Description
2.3.5.1	Response Time for Request for Service	The Government will notify the Contractor 24 hours or more in advance of the required start time for the requested normal services. If the Government fails to give 24 hour advance notice for normal service, the Contractor may reject the order for normal service at the time of request. Quick response service shall be provided as requested within the terms of the Quick Response Service ELINS.
2.3.5.2	Payment for Minimum Trips	The Government will pay for a minimum of four (4) hours service per bus regardless of the length of each trip.
2.3.5.3	Payments for Cancellations	If notice of cancellation is given 12 hours or more prior to requested services, then there will be no charge to the Government. If cancellation notification is not given 12 hours prior to requested service, the Contractor shall be reimbursed based on the four (4) hour minimum trip charge specified in Spec Item 2.3.5.2.
2.3.5.4	Special Events	The Government may require large numbers of buses for air shows, ship commissioning, ceremonies, and other special events.
2.3.5.5	Emergency Weather or Other Unusual Conditions or Events	Acts of God or man, such as weather conditions and road construction, etc. may impede travel times or prevent service. Contractor's manager shall be aware of all unusual conditions that may materially affect services. The Contractor shall operate buses during normal snow and ice conditions. When the Government determines the scheduled bus trip should not take place, the Government will notify the Contractor that transportation shall not be provided on that day. If and when the Contractor determines a bus route should not be run (i.e. In relation to an Emergency, Weather, or other unusual event), the Contractor shall submit to the Government a verbal, telephonic, or e-mail request to justify cancellation of the bus trip in question. Similar procedures may be used in other emergency or unusual conditions. Suspension of trips by the Contractor, due to these conditions will result in suspension of payment.
2.3.5.6	Payments for Buses Alerted, Dispatched, and Trips Canceled	If the buses are dispatched to pick up point for evacuation and the trips are canceled before the trip is completed the Contractor will be compensated for the minimum trip charge or the actual hours of bus operation whichever is greater.
2.4	Bus Operational Records and Reports	<p>The Contractor shall maintain and provide records and reports as listed in Section F. Typical operational records include the following:</p> <ul style="list-style-type: none"> a.) Vehicle Mileage/Operating Hours (report of miles/hours operated) b.) Motor vehicle fuel usage reports c.) Names of Contractor personnel performing Coach Service d.) Vehicle repair status e.) Annual safety and reliability inspection checklists f.) Bus Ridership Data <p>The Contractor shall submit accurate and complete documents within the required timeframes.</p>
2.4.1	Pre-Trip Bus Inspection Form	<p>The Contractor shall develop a pre-trip bus inspection form that will be available during the entire trip for review by the Government transportation representative or any passenger requesting to review it. There shall be room on the form for any passenger comments. That form shall be retained after the trip at the Contractors Office for the entire term of this contract and shall be provided to the Contracting Officer upon request. The Bus Driver shall announce to the passengers at the beginning and at the end of the trip that the bus inspection form is available for their inspection and written comment.</p> <p>The following are suggested areas for inspection: Operating Fluids, Tires, Lights, Cleanliness, Bathroom, Heat, and A/C. Refer to Section F.</p>

1700000 – Transportation		
Spec Item	Title	Description
2.4.2	Monthly Performance Reports	<p>The Contractor shall provide Monthly Performance Reports as per Section F, to include the following information at a minimum:</p> <ol style="list-style-type: none"> 1.) Trip Data (number of vehicles, seating capacity, distance traveled, day trip or overnight trip, etc.) 2.) Number of trips completed 3.) Number of trips cancelled without required 12 hour's notice 4.) Timeliness of Service 5.) Customer Satisfaction 6.) Reportable Safety Incidents 7.) Bus Ridership Data
2.4.2	Audits and Inspections	The Contractor shall provide assistance and cooperation for all authorized transportation related inspections, internal reviews, and audits conducted by the Government. The Government and other external agencies may perform audits and inspections per year, internal reviews, and audits conducted by the Government.
2.5	References and Technical Documents	References and Technical Documents are listed in J-1700000-02.

1700000 – Transportation				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
3	Recurring Work	N/A	N/A	N/A

1700000 – Transportation				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
4	Non-Recurring Work	Non-Recurring work may be ordered utilizing DoD EMALL FEDMALL in accordance with Section H or on a task order in accordance with the PROCEDURES FOR ISSUING ORDERS clause in Section G. The order will specify the exact locations and types of work to be accomplished. The period of performance will be specified in each order.	<p>Refer to Non-Recurring ELINs for task listings, descriptions, and related requirements. All periods of performance are measured from issue date of order to acceptance of the work.</p> <p>The Contractor shall perform all Non-Recurring task work as ordered by the KO per Section G and DoD EMALLFEDMALL requirements in Section H. Non-Recurring work shall consist of Unit Priced Tasks and Unit Priced Labor Work which may be ordered by the Government as separate items or in combinations of items from the Schedule of Non-Recurring Work (Bid Schedule) in Section B (refer to Section J, Exhibit J-0200000-07 for Non-Recurring ELINS which detail Non-Recurring work), on an as-needed basis.</p>	<p>Required reports are accurate and submitted on-time.</p> <p>The Contractor begins work when specified.</p> <p>Services are provided in a safe manner.</p>
4.1	Bus Service	The Contractor shall provide passenger Bus services to ensure personnel are transported and requested services are performed in a timely, safe, comfortable, and professional manner.	<p>Provide the proper vehicles, equipment, and licensed personnel for the work requested. The Contractor must obtain Defense Biometric Identification System (DBIDS) ID (or current system) for Government Base access prior to trip.</p> <p>The Contractor shall provide bus services normally during Government regular working hours but also during weekends or holidays. Services are frequently required after Government regular working hours. Task orders shall be provided to the contractor at least one (1) working day or 24 hours in advance of the required services, and shall specify the</p>	<p>Trip is safely completed.</p> <p>Services are provided in accordance with Government requirements.</p> <p>Services are provided on time.</p> <p>Buses are clean and in safe operating condition, and heat/air conditioning functions properly.</p> <p>Vehicles and equipment markings are in compliance.</p>

			<p>estimated number of dispatch hours and passengers, the required departure time and location, destination and estimated departure time from destination for return trip.</p> <p>The Contractor shall be prepared to provide the required services as soon as one working day or 24 hours after receipt of task order.</p> <p>ADA compliant vehicles shall be dispatched when required.</p> <p>Historical Data for NAVFAC Transportation work is provided in J-1700000-03.</p>	
4.1.2	Shuttle Bus Service - Intermittent	The Contractor shall provide shuttle bus services to ensure passengers are picked up and dropped off at designated locations, and transported in an appropriate, safe, and timely manner.	<p>The Contractor shall provide shuttle bus service on an as needed basis.</p> <p>Buses shall be operated in accordance with local safety standards.</p> <p>ADA compliant vehicles shall be dispatched when required.</p> <p>See J-1700000-04 for Shuttle Routes and schedules.</p>	<p>Trip is safely completed.</p> <p>Services are provided in accordance with Government requirements.</p> <p>Shuttle buses do not depart stops earlier than scheduled departure time or later than five minutes for shuttle buses.</p> <p>Buses are clean and in safe operating condition, and heat/air conditioning functions properly.</p> <p>Vehicles display appropriate route number.</p>
4.2	Dispatch and/or Management Services	The Contractor shall supply Dispatch or Management Services to the Government 24 hours per day, seven (7) days per week.	<p>The Contractor shall supply Dispatch or Management Services to the Government 24 hours per day, seven (7) days per week.</p> <p>The Government shall have the ability to contact the</p>	<p>Dispatcher or manager is available to answer page, email or cell phone within specified time.</p> <p>Contractor maintains two-way</p>

			<p>dispatcher or manager of the service 24 hours per day, seven (7) days per week, via pager, cellular phone, or emailboth. The dispatcher or manager of the service shall respond to the Government within 15 minutes of receipt call, email or page.</p> <p>The Contractor shall maintain two-way communication between the dispatcher or manager of the service and the drivers of the vehicles.</p>	<p>communication between dispatcher or manager of the service and drivers of vehicles.</p> <p>Dispatch clean, safe, reliable, fueled, and properly suited vehicles within specified time periods.</p>
4.2.1	Pickup and Delivery of Passengers	The Contractor shall ensure pickup and delivery of passengers	<p>The Contractor shall ensure that the vehicle departs on schedule after loading passengers, and arrives at the agreed-upon, predetermined destination.</p> <p>If for some unforeseen reason a bus is late, the Contractor shall notify the requesting activity and the KO.</p>	<p>Contractor's vehicles arrive and depart on schedule.</p> <p>For charter bus services, the Contractor shall have vehicles report to pick up location within 15 minutes of scheduled pick-up time.</p> <p>All passengers are delivered safely to the agreed-upon, predetermined destination.</p>
4.3	Maximum Daily Rate / Overnight Services	The Contractor shall provide bus services (timely, safe, comfortable, and professional transportation).	<p>Maximum Daily Rate Line Item(s) shall be used for all overnight services (24 hour units). All services that the Contractor provides under the Maximum Daily Rate for overnight service shall be figured as follows:</p> <p>The total number of hours for an entire trip (from departure time to arrival time) divided by 24 hours, shall indicate the total number of 24 hour days. The remaining hours of a trip shall be paid for by the appropriate line item (hourly rate) for the type bus used.</p> <p>This rate shall include but not be limited to: Extra drivers to meet DOT requirements,</p>	<p>Trip is safely completed.</p> <p>Services are provided in accordance with Government requirements.</p> <p>Services are provided on time.</p>

			Overnight lodging and per diem, and customary expenses for driver(s) shall be included.	
4.4	Quick Response	Bus leaves Dispatch yard, fully prepared for use under the terms of contract, within three (3) hours or less of Contractor being notified of the need for a quick response bus trip and travels to pick up point.	Quick response buses shall travel to the required pick up point by the fastest safe route making only those stops required by traffic control and other vehicles on the road. In the event that a quick response bus is given a pre-determined pick up time, it shall be determined that the Contractor met the requirement of "Quick Response" if the bus arrives at the pick-up point at the pre-determined time in accordance with the terms of this contact.	Bus arrives at the pick-up point safely in the least possible time, or at a pre-determined time.

Section E - Inspection and Acceptance

SECTION E

SECTION E

E.1 ACCEPTANCE

The performance and quality of work delivered by the contractor, including services rendered and any documentation or written material compiled shall be subject to inspection, review, and acceptance by the Government.

The Schedule of Prices will be used as the basis for deductions in accordance with the FAR Clause 52.246-4 Inspection of Services – Fixed Price (Aug. 1996), Section E.

E.2 CONTRACTOR QUALITY MANAGEMENT SYSTEM (QMS)

The Contractor shall establish and maintain a Quality Management System Program in accordance with FAR Clause 52.246-4, Inspection of Services - Fixed Price (Aug 1996), Section E. Each phase of services rendered under this contract is subject to Government inspection, during the Contractor’s operations and after completion of the tasks. The Government’s Quality Assurance Surveillance Program is not a substitute for quality management by the Contractor. All findings of unsatisfactory or non-performed work will be administered in accordance with the FAR Clause 52.246-4, Inspection of Services – Fixed Price (Aug. 1996), Section E using the Schedule of Recurring work and the Schedule of Non-Recurring work as a basis for any deductions. All costs associated with rework are the responsibility of the Contractor. The Government reserves the right to choose the inspection methods to be used in implementing its Quality Assurance Program and to vary the inspection methods utilized during the work, without notice to the Contractor.

The Contractor shall develop and submit to the Contracting Officer, a Quality Management (QM) Plan for approval per Section F.

E.3 PERFORMANCE EVALUATION MEETINGS

a. The Contractor shall meet with the Government's representative weekly during the first six (6) months of the contract. Thereafter, meetings will be as often as necessary at the discretion of the Contracting Officer, but not less than monthly. A mutual effort will be made to resolve all problems identified. The written minutes of these meetings, prepared by the Government, shall be signed by the Contractor's representative and the Government's representative. Should the Contractor not concur with the minutes, the Contractor shall state, in writing, to the Contracting Officer any areas of disagreement within ten (10) calendar days.

b. The Government will periodically assess the Contractor's overall performance in the Contractor Performance Assessment System (CPARS) allowing for correction and documentation of substandard performance. The Contractor will be afforded an opportunity to comment on each evaluation performed.

The Contractor has 30 calendar days to submit written comments on unsatisfactory ratings.

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
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
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Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 01-JUL-2023 TO 30-JUN-2024	N/A	COMNAVFACSYS COM WASHINGTON IVAN BIZA 1314 HARWOOD STREET SE BUILDING 212 (WNY) WASHINGTON NAVY YARD DC 20374- 5018 FOB: Destination	N40080
0002	POP 01-JUL-2024 TO 30-JUN-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40080
0003	POP 01-JUL-2025 TO 30-JUN-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40080
0004	POP 01-JUL-2026 TO 30-JUN-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40080
0005	POP 01-JUL-2027 TO 30-JUN-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40080

Section G - Contract Administration Data

CONTRACT ADMINISTRATION**G.1 CONTRACT ADMINISTRATION**

This solicitation will result in the award of one (1) basic contract.

The Procuring Contracting Officer for this procurement is:

Shauna Lloyd
Contracting Officer
NAVFAC Washington
1314 Harwood Street, SE Bldg 212 (WNY)
Washington Navy Yard, DC 20374-5018
Email: shauna.e.lloyd2.civ@us.navy.mil;
Telephone: (202) 359-6296

Contract Points of Contact

Brian Wasson Contract Specialist (CS)
Phone: (202) 685-8201
Email: brian.j.wasson.civ@us.navy.mil

Michael Keating, Project Manager
Phone: (410) 293-1052
Email: Michael.w.keating.civ@us.navy.mil

At the award of the basic contract and at award of each option, each Public Works Department (PWD) that has services will be issued a task order for those services. The Contract will be administered (ACO) by the Cognizant PWD Field Offices as follows:

Administering Contracting Officer:

Public Works Department Contracting Officer (KO) – **will be assigned at award of contract**

PWD Washington
PWD Dahlgren
PWD Indian Head
PWD Bethesda
PWD Patuxent
JBAB

*NOTE: the ACO office is NOT authorized to make changes to the basic contract (ie ELIN quantities or values or changes to inventories). Such changes are to be executed by the PCO above.

Contracting Officer Representative (COR):

Michael Keating
Facility Services Contract Manager
NAVFAC Washington
1314 Harwood Street, SE Bldg 212 (WNY)
Washington Navy Yard, DC 20374-5018
michael.w.keating.civ@us.navy.mil
(410) 293-1052

G2. PERFORMANCE ASSESSMENT

Contractor's performance will be evaluated using the respective contractor performance evaluation report entry system located on the website <http://www.cpars.gov/>. Prior to commencement of work the contractor is required to provide the government with the name, phone number and e-mail address of the "Contractor's Representative" that

will be responsible for receipt and review of draft performance evaluations prepared by the government in the appropriate system. It is the contractor's responsibility to keep this contact information current.

G.3 RELEASE OF CLAIMS

The contractor shall, with the final invoice for the base term and each option period, provide a release of claims worded similar to the following:

“The undersigned Contractor does, and by the receipt of said sum shall for itself, its successors and assigns, remise, release and forever discharge the Government, its officers, agents, and employees, of and from all liabilities, obligations and claims whatsoever in law and in equity under or arising to day out of said contract.”

G4. MODIFICATION PROPOSALS- PRICE BREAKDOWN

a. The Contractor, in connection with any proposal submitted for a contract modification, shall itemize a price breakdown, as required by the Contracting Officer. Unless otherwise directed, the breakdown shall contain sufficient detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added, or changed. Any amount claimed for subcontractors shall be supported by a similar price breakdown.

b. In addition, if the proposal includes a time extension, a justification thereof shall also be furnished. The proposal, together with the price breakdown and time extension justification, shall be furnished by the date specified by the Contracting Officer.

G.5 INVOICING INSTRUCTIONS

Invoices for services rendered under this contract shall be submitted electronically through Wide Area Work Flow (WAWF), in accordance with DFARS 252.232-7006, Wide Area Workflow Payment Instructions (DEC 2018) using Wide Area Work Flow (WAWF) and DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (June 2012).

Invoices for non-recurring work shall be processed according to the guidance submitted within each task order placed under this contract. Please note, routing table information will be provided on individual task orders. To comply with the clause DFARS 252.232-7006, Wide Area Workflow Payment Instructions (DEC 2018), the contractor is required to register for WAWF at <https://wawf.eb.mil/>. WAWF training is available from the WAWF main web site, or directly at <http://www.wawftraining.com>. WAWF questions should be directed to the WAWF helpdesk at 866-618-5988.

G.6 SUBSTITUTIONS OF KEY PERSONNEL

The Procuring Contracting Officer (PCO) or the Contracting Officer Representative (COR) shall have the final approval for any proposed substitutions of key personnel.

G.7 WAGE ADJUSTMENTS

Wage adjustment modifications will be executed in accordance with FAR clauses FAR 52.222-32 and FAR 52.222-43. The contractor shall utilize the submission software/format outlined by the contracting officer when submitting a request for a price adjustment in response to a revised wage determination. The contractor's request for a wage adjustment shall be broken down to the supplemental line item number level. The contractor's payroll and accounting system shall be sufficiently adequate to track all Service Contract Labor Standards, Wage Rate Requirements (Construction) and Collective Bargaining Agreement covered employee hours to the associated contract sub-exhibit line items. The Government will execute wage adjustments when the contractor has provided the required financial information to substantiate its costs.

CLAUSES INCORPORATED BY REFERENCE

252.204-7006 Billing Instructions

OCT 2005

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(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.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (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.sam.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 shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

- 1) Complete and sign NAVFAC Form 7300.30 and 7300/31. (Attachment J-0200000-4) .
- 2) Include remittance address of your company if different from corporate address. Any change in address needs to be accomplished officially with a modification to the contract.
- 3) Include as an attachment to the invoice the CLIN/SLIN and ACRN and the amount associated with each line.

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

_____ N/A _____

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

NAVY CONSTRUCTION / FACILITIES MANAGEMENT INVOICE

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial financing, submit a commercial financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(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*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	N68732
Issue By DoDAAC	N40080
Admin DoDAAC**	N40080
Inspect By DoDAAC	N40080
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N40080
Service Acceptor (DoDAAC)	N40080
Accept at Other DoDAAC	N/A
LPO DoDAAC	N40080
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

Contract Specialist Brian Wasson, email brian.j.wasson.civ@us.navy.mil and Contracting Officer Shauna Lloyd, email shauna.e.lloyd2.civ@us.navy.mil

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(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.

Robin Allen

Email: robin.b.allen4.civ@us.navy.mil or Phone: (202)685-3165

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

Section H - Special Contract Requirements

SECTION H

H.1 CONTRACTOR SUPPORT OF ELECTRONIC CONTRACTING (FEDMALL)

The contractor is required to offer IQ pre-priced line item services to authorized Government personnel when they are ordering the work directly via the Government Wide Commercial Purchase Card (GCPC) program. When receiving GCPC orders against Section B, the contractor shall provide the supplies and services at the offered price without additional markup or handling fee.

The contractor agrees to self-register, upload catalog, accept and process electronically submitted GCPC orders for IQ services, including those orders issued through the FedMall. The FedMall is a U.S. Government (USG) owned and operated web-based ordering system that enables any Department of Defense (DOD) or Federal activity to search for and order goods and services. Authorized GCPC users will receive approved accounts on FedMall to view and order IQ line items.

The Contractor will be required to support FedMall orders in accordance with Contractor Support of Electronic Contracting (FEDMALL).

The contractor is required to receive electronic IQ orders from FEDMALL using 128-bit encrypted email. The contractor agrees to purchase, install, and utilize the most recent version of PGP Personal software, or a comparable solution, for the purpose of decrypting order notification emails from FEDMALL. In addition, the DoD has established the External Certification Authority (ECA) program to support the issuance of DoD-approved certificates to contractors. The ECA program is designed to provide the mechanism for contractors to securely communicate with the DoD and authenticate to DoD Information Systems. The contractor agrees to purchase, install, maintain and use a DoD-approved ECA certificate. Information on obtaining an ECA certificate can be found at <http://iase.disa.mil/pki/eca/Pages/certificate.aspx>.

The contractor shall post updates on order delivery schedule and performance in a timely manner through correspondence with the GCPC user.

REGISTRATION & DOWNLOAD FROM FEDMALL:

Contractor shall obtain the latest version of the FED Mall Quick Start Supplier Registration. Follow the procedures in the guide to prepare FEDMALL catalog as prescribed in the DLA FedMall Quick Start Guide Supplier Catalog Template from DLA using pricing information from Section J of the contract. (Note: FEDMALL can accept no more than 4 decimal places on unit prices.) ELINS that require negotiations such as "Labor and Materials" shall be issued via Task Orders only through the Contracts Office. Do not include tasks classified as construction in the FEDMALL catalog. Contractor shall verify accuracy of information and catalog format. Contractor is required to complete the Supplier Information Sheet obtained in step 1. Review to ensure accuracy. The government POC for the form are as follows:

Name: Shauna Lloyd, Contracting Officer
Email: shauna.e.lloyd2.civ@us.navy.mil
Phone: (202) 359-6296

Contract Specialist:
Name: Brian J Wasson
Email: brian.j.wasson.civ@us.navy.mil
Phone: (202) 685-8201

Technical POC:
Name: Michael Keating
Email: Michael.w.keating.civ@us.navy.mil
Phone: (410) 293-1052

Contractor to upload provide their Pretty Good Privacy (PGP) key in Note Pad and final catalog on the

FEDMALL website. Defense Logistics Agency will generate a test order on FEDMALL. When process test is complete. Contractor shall notify COR/KO that the catalog is available on FEDMALL. The COR shall notify the PWDs that contract is ready for ordering.

The contractor shall post updates on order delivery schedule and performance to the FedMall in a timely manner. The contractor shall track quantities and report total ordered quantity in FedMall and approved DD 1155's by line item number each month and year-to-date. The report shall be due to the Contracting Officer by the fifth day of the following month. The contractor must track and report when total dollar value of all orders from both GCPC purchases and DD 1155s exceed 75% of the combined Section B Pre-Priced Line Item quantities."

H.2 PGP SOFTWARE

Questions regarding acceptable PGP Software required for DoD FEDMALL can be directed to the DoD FEDMALL helpdesk at:

For Access problems or Technical issues please contact the Enterprise Help Desk at:

Toll Free: 1-855-352-0001

DSN: (CONUS) 855-352-0001 (OCONUS) 94-855-352-0001

Email: enterpriseithelpdesk@dla.mil

For Navigation, Ordering Assistance or Procedural issues please contact the Customer Interaction Center at:

Toll Free: 1-877-352-2255

DSN CONUS/OCONUS: 877-352-2255

H.3 HISTORICAL AND ARCHAEOLOGICAL RESOURCES

Carefully protect in-place and report immediately to the Contracting Officer historical and archaeological items or human skeletal remains discovered in the course of work. Stop work in the immediate area of the discovery until directed by the Contracting Officer to resume work. The Government retains ownership and control over historical and archaeological resources.

H.4 SUBCONTRACTING

After award and the start of performance, the contractor shall provide a biannual report to the Contracting Officer and Contracting Officer Representative (COR) listing the percentages and value of subcontracted work accomplished. If necessary, additional information may be requested by the Contracting Officer so that the Government may monitor the requirement for this service contract under FAR clause 52.219-14 Limitations on Subcontracting.

H.5 SECURITY REQUIREMENTS

Reference Section C, Annex 0200000, Spec. item 2.8.

H.6 SECURITY CLASSIFICATION

Attachment J.H-1, DD254, located in Section J provides the Department of Defense Contract Security classification (DD254) required for performance of the work described in this solicitation.

H.7 LABOR RELATIONS

The Contracting Officer will not participate in labor relations matters between the Contractor and any of its employee unions.

H.8 ENGLISH SPEAKING REPRESENTATIVE

At all times when any performance of the work at the site is being conducted by any employee of the Contractor or his subcontractors, the Contractor shall have a representative present on the site that is capable of explaining the work operations and receiving instruction in the English language. The Contracting Officer shall have the right to determine, without appeal of such decision, whether the proposed representative has sufficient technical and lingual capabilities and the Contractor shall immediately replace any individual not acceptable to the Contracting Officer.

H.9 CODE COMPLIANCE

The installation and facilities and all other locations and facilities covered under this contract are subject to compliance with all applicable U.S. Code.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (JUN 2020) -- Alternate I	NOV 2021
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	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.207-3	Right of First Refusal of Employment	MAY 2006
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.215-2	Audit and Records--Negotiation	JUN 2020
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.217-8	Option To Extend Services	NOV 1999
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2020
52.222-25	Affirmative Action Compliance	APR 1984
52.223-6	Drug-Free Workplace	MAY 2001
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.227-1	Authorization and Consent	JUN 2020
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	JUN 2020
52.227-3	Patent Indemnity	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JAN 2017
52.232-37	Multiple Payment Arrangements	MAY 1999
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996

52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.253-1	Computer Generated Forms	JAN 1991
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	DEC 2022
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.203-7004	Display of Hotline Posters	JAN 2023
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7002	Payment For Contract Line or Subline Items Not Separately Priced	APR 2020
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors	JAN 2023
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	JAN 2023
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7012	Preference For Certain Domestic Commodities	APR 2022
252.225-7061	Restriction on the Acquisition of Personal Protective Equipment and Certain Other Items from Non-Allied Foreign Nations	JAN 2023
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	JAN 2023
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2022

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52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of **Contracting Officer** and shall not be binding until so approved.

(End of clause)

52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)

(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. 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 Federal Acquisition Regulation (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 of 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, 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 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 FAR 32.608-2 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. 4701 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.

(9) The specification.

(t) Reserved.

(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 PRODUCTS AND COMMERCIAL SERVICES (MAR 2023)

(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 products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

- (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).
- (3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).
- (5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).
- (6) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (7) 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 products and commercial services: [Contracting Officer check as appropriate.]
- ___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).
- ___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).
- ___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 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 (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ___ (5) [Reserved]
- ___ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
- ___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
- X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).
- X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).
- ___ (10) [Reserved]
- ___ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).
- ___ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ___ (13) [Reserved]

- X (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).
- ____ (ii) Alternate I (MAR 2020) of 52.219-6.
- ____ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).
- ____ (ii) Alternate I (MAR 2020) of 52.219-7.
- ____ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)).
- ____ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2022) (15 U.S.C. 637(d)(4)).
- ____ (ii) Alternate I (NOV 2016) of 52.219-9.
- ____ (iii) Alternate II (NOV 2016) of 52.219-9.
- ____ (iv) Alternate III (JUN 2020) of 52.219-9.
- ____ (v) Alternate IV (SEP 2021) of 52.219-9.
- X (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- ____ (ii) Alternate I (MAR 2020) of 52.219-13.
- X (19) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).
- ____ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- ____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).
- ____ (22) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (MAR 2023) (15 U.S.C. 632(a)(2)).
- ____ (ii) Alternate I (MAR 2020) of 52.219-28.
- ____ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (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 (OCT 2022) (15 U.S.C. 637(m)).
- ____ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- ____ (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- ____ (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- ____ (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126).
- ____ (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- X (30)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- ____ (ii) Alternate I (FEB 1999) of 52.222-26.

X (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

____ (ii) Alternate I (JUL 2014) of 52.222-35.

____ (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

____ (ii) Alternate I (JUL 2014) of 52.222-36.

____ (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

X (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

X (35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

____ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

X (36) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

____ (37)(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.)

____ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

____ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

____ (40)(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.

____ (41)(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.

____ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

____ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

____ (ii) Alternate I (JUN 2014) of 52.223-16.

X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

____ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

- ___ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- ___ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- ___ (ii) Alternate I (JAN 2017) of 52.224-3.
- ___ (48) (i) 52.225-1, Buy American--Supplies (OCT 2022) (41 U.S.C. chapter 83).
- ___ (ii) Alternate I (OCT 2022) of 52.225-1.
- ___ (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 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 [Reserved].
- ___ (iii) Alternate II (DEC 2022) of 52.225-3.
- ___ (iv) Alternate III (JAN 2021) of 52.225-3.
- ___ (v) Alternate IV (OCT 2022) of 52.225-3.
- ___ (50) 52.225-5, Trade Agreements (DEC 2022) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___ (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- ___ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
- ___ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- ___ (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).
- ___ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
- ___ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
- X (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).
- ___ (59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).
- X (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- ___ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

____ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

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

____ (iii) Alternate II (NOV 2021) 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 products and commercial services: [Contracting Officer check as appropriate.]

____ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

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

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

____ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

____ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(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, as defined in FAR 2.101, on the date of award of this contract, 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 products or commercial services. 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 (NOV 2021) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (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 the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xi) 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.

(xxii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xiii) 52.222-41, Service Contract Labor Standards (AUG 2018), (41 U.S.C. chapter 67).

(xiii) ____ (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (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).

(xiv) 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.)

(xv) 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)

(xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (Jan 2017) of [52.224-3](#).

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxiii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 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 products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **June 30, 2028**.

(End of clause)

52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding **the dollar amount(s) obligated on each individual task order(s)** dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is **TBD** dollars.

(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 before the term of the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 **60 months**

(End of clause)

252.217-7027 CONTRACT DEFINITIZATION (DEC 2012)

(a) A **Performance-Based, LPTA Firm-Fixed Price (FFP)** is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit **FFP** proposal and certified cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract is as follows (insert target date for definitization of the contract action and dates for submission of proposal, beginning of negotiations, and, if appropriate, submission of the make-or-buy and subcontracting plans and certified cost or pricing data).

The schedule for definitizing this contract is See Section B of the Solicitation.

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with subpart 15.4 and part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by--

(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-

price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated **FFP** in no event to exceed **TBD**

(End of clause)

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line item(s) **To Be Determined at the Task Order Level** is/are incrementally funded. For this/these item(s), the sum of \$ **To Be Determined at the Task Order Level** of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For items(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract \$-- _____

To Be Determined at the Task Order Level

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTSSECTION J

SECTION J DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS TABLE OF CONTENTS	
<u>ATTACHMENT NUMBER</u>	<u>ATTACHMENT TITLE</u>
J-0200000-01	DEFINITIONS AND ACRONYMS
J-0200000-02	WAGE DETERMINATIONS
J-0200000-03	DIRECTIVES, INSTRUCTIONS, AND REFERENCES
J-0200000-04	FORMS
J-0200000-05	DBIDS
J-0200000-06	EXHIBIT LINE ITEM NUMBERS

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	JUN 2020
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021
252.225-7057	Preaward Disclosure of Employment of Individuals Who Work in the People's Republic of China	AUG 2022
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2023
252.232-7016	Notice of Progress Payments or Performance-Based Payments	APR 2020

CLAUSES INCORPORATED BY FULL TEXT

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services-- Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications- Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) Representations. The Offeror represents that--

(1) It [___] will, [___] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It [___] does, [___] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (OCT 2020)

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) Representations.

(1) The Offeror represents that it [___] does, [___] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it [___] does, [___] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (AUG 2020)

(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 the threshold at 9.104-5(a)(2) 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)

52.209-11 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)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)

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

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

"Covered telecommunications equipment or services" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

"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, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. 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.

"Reasonable inquiry" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

"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"--

- (1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.
- (2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

"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 its stock 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 the stock of which is owned by one or more women; and

(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, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(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 in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM 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 Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____

[Offeror to identify the applicable paragraphs at (c) through (v) 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 SAM.]

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that--

(i) It [___] is, [___] is not a small business concern; or

(ii) It [___] is, [___] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ___]

(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--

(i) It [___] is, [___] is not a service-disabled veteran-owned small business concern; or

(ii) It [___] is, [___] is not a joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ___ .] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

(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.

(6) WOSB joint venture eligible under the WOSB Program. The offeror represents that it [___] is, [___] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ___ .]

(7) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents that it [___] is, [___] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ___ .]

(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, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It [___] is, [___] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ___ .] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(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 to the Equal Opportunity clause of this solicitation, 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) (i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms "commercially available off-the-shelf (COTS) item," "critical 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	Exceeds 55% domestic content (yes/no)
—	—	—
—	—	—
—	—	—

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No.
—
—
—

[List as necessary]

(4) 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) (A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical 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. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)
---	---	---
---	---	---
---	---	---

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No.

[List as necessary]

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

(2) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. 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 Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Israeli End Products:

Line Item No.

—
—
—

[List as necessary]

(3) 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]

(4) 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;

(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 the threshold at 9.104-5(a)(2) 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.

(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 SAM to be eligible for award.)

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

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

(3) Taxpayer Identification Number (TIN).

() TIN: -----.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other -----.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name - ____ .

TIN - ____ .

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) Representation. 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 e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(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 unique entity identifier 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 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—

(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 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

(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).

(s) [Reserved].

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) [___] does, [___] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [___] does, [___] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported: ___

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors 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.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) Covered Telecommunications Equipment or Services--Representation. Section 889(a)(1)(A) and section 889(a)(1)(B) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that--

(i) It [___] does, [___] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it [____] does, [____] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

PROPOSAL INSTRUCTIONS**L.1 DUE DATE OF THE PROPOSAL**

The proposal should be submitted as soon as possible but no later than **12:00 PM, 5 May 2023**.

L.2 Notice to Offerors

a. Your acquisition points of contact for this project are Contract Specialist Brian Wasson at (202) 685-8201, or email brian.j.wasson.civ@us.navy.mil and Contracting Officer Shauna Lloyd at (202) 359-6296, or email shauna.e.lloyd2.civ@us.navy.mil

Please allow SUFFICIENT TIME for your proposal to be received prior to the proposed closing time.

b. Electronic copies of each proposal volume shall be submitted through the Solicitation Module of the Procurement Integrated Enterprise Environment (PIEE) suite at <https://piee.eb.mil/>. Proposals submitted by mail or hand-carried will not be evaluated. Proposals sent through proprietary or third party File Transfer Protocol (FTP) sites or DoD SAFE will not be retrieved. It is the responsibility of the Offeror to confirm receipt of proposals. All proposals received after the exact time specified for receipt shall be treated as late submissions and will not be considered except under facts and circumstances allowed by the Federal Acquisition Regulation (FAR). For instructions on how to post an offer, please refer to the Posting Offer demo: https://pietraining.eb.mil/wbt/sol/Posting_Offer.pdf. It is the Offeror's responsibility to obtain written confirmation of receipt of all electronic files of the full proposal by the Contracting office. In the event that the Solicitation Module is down, the alternate method for proposal submission is via email to the aforementioned POCs ONLY. The Offeror must obtain prior approval from the Contracting Officer to use the alternate submission method. Offerors are responsible for ensuring electronic copies are virus-free and shall run an anti-virus scan before submission. Electronic copies of each volume shall be compatible with the following software products: Adobe Acrobat Reader 11 and Microsoft Office Suite 2016. Narrative portions of the proposal shall be in Adobe Acrobat portable document file (pdf) searchable text format. The Offeror shall not embed sound or video (e.g., MPEG) files into the proposal files. Electronic files shall be clearly identified for each volume, section, and item.

Please refer to PIEE-SAM.gov Email Alignment website for further guidance.

Please allow SUFFICIENT TIME for your proposal to be received prior to the proposed closing time. Price and Non- Price proposals shall be submitted via PIEE-SAM.gov and labeled "Proposal - Regional Pest Control Services Services N40080-23-R-0017", as a subject line.

****All proposals must be received by the due date and time. Any proposals submitted after the time set for receipt will be documented with the date and hour of receipt and labeled as "late submission" and will held unopened until after award.**

REQUEST FOR PROPOSALS (RFP) INFORMATION/CLARIFICATION QUESTIONS:

All questions from offerors concerning any aspect of this request for proposal (RFP) must be submitted in writing via email. Prospective offerors are requested to submit written questions specifying the section paragraph of the specification for which clarification is desired. All inquiries will be answered in writing. Telephone questions will not be entertained. Offerors are specifically cautioned that verbal discussions and replies to questions shall not have the effect of changing the provisions of the written RFP.

Prospective offerors are required to review the entire solicitation package before submitting questions. Requests for Information (RFI's) during the proposal preparation period shall be submitted by email to eric.t.walker@navy.mil and james.h.waite.civ@us.navy.mil. RFI's must be submitted in a WORD document and submitted by the Prime Contractor only. Subcontractors with questions must submit them through the Prime Contractor. Please do not send RFIs in an email only, but in a Word document.

The RFI cutoff date is no later than 1:00 pm (EDT) on 17 April 2023.

SITE VISIT – TBD. If approved, more details will be provided in an amendment to this solicitation.

Proposal Instructions:**VOLUME I – PRICE PROPOSAL PRICE:**

(i) Solicitation Submittal Requirements:

Submit one (1) price proposal clearly marked as Volume I - Price Proposal. The evaluated price shall be the sum of Non-Recurring Work CLINS for a 12 month Base period and four (4) 12 month Option Periods. Provide the total price for performance of work required by the solicitation for all contract line items, including options as presented in Section B. The Offeror shall also submit pricing information regarding the contract line items, sub-line items, and exhibit line items using the ELIN spreadsheet titled Section J, Attachment J-0200000-10 Exhibit Line Item Numbers (ELINs).xls. There is no page limitation for the Price Proposal. Below are required items for the Volume I – Price Proposal.

- Include a cover page with Solicitation Number, Solicitation Title, Prime Contractor Name, Address, Phone Number, DUNS, Cage Code, Point of Contact, phone number, and email address.
- Text pages 8 ½ x 11 format, minimum 10 point font, Times New Roman.
- Completed SF 1449 signed with all amendments acknowledged.
- Price Schedule (include MS Excel version and PDF)
- Copy of Online Representation and Certifications and proof of registration in System for Award Management (SAM)

VOLUME II – TECHNICAL PROPOSAL

(i) Solicitation Submittal Requirements:

Submit one (1) technical proposal clearly marked as the Volume II - Technical Proposal. Technical proposals shall be submitted in 8-1/2 x 11 page format; size 10 font Times New Roman, limited to 45 pages, inclusive of all charts, licenses/certifications, forms and other documentation responsive to the solicitation requirements. This includes the three (3) Past Performance Questionnaires/CPARs evaluations.

Pages that exceed the maximum 45 page limit for Volume II, Technical Proposals **shall not** be considered during evaluation of the proposal. Further, no pricing shall be included in the technical proposal.

The technical proposal cover page shall be in an 8 ½ x 11 format submitted in size 10 point font and Times New Roman font style. The cover page shall provide:

- Solicitation Number, Solicitation Title, Prime Contractor Name/JV, Address, Phone Number, DUNS, Cage Code, Point of Contact, phone number, and email address
- Completed SF 1449 signed with all amendments acknowledged.
- Name, title, email, phone and fax number of authorized representative.

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-22	Alternative Line Item Proposal	JAN 2017
52.215-1	Instructions to Offerors--Competitive Acquisition	NOV 2021
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999

52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 2022
252.215-7007	Notice of Intent to Resolicit	JUN 2012
252.215-7008	Only One Offer	DEC 2022

CLAUSES INCORPORATED BY FULL TEXT

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

Shauna Lloyd
 Contracting Officer CON20
 NAVFAC SYSCOM Washington
 1314 Harwood Street, SE Bldg 212 4th FL
 Washington, DC 20374
 Email: shauna.e.lloyd2.civ@us.navy.mil

(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)

252.215-7009 PROPOSAL ADEQUACY CHECKLIST (JAN 2023)

The offeror shall complete the following checklist, providing location of requested information, or an explanation of why the requested information is not provided. In preparation of the offeror's checklist, offerors may elect to have their prospective subcontractors use the same or similar checklist as appropriate.

PROPOSAL ADEQUACY CHECKLIST

	<u>REFERENCES</u>	<u>SUBMISSION ITEM</u>	<u>PROPOSAL PAGE No.</u>	<u>If not provided EXPLAIN (may use continuation pages)</u>
<u>GENERAL INSTRUCTIONS</u>				
1.	FAR 15.408, Table 15-2, Section I Paragraph A	Is there a properly completed first page of the proposal per FAR 15.408 Table 15-2 I.A or as specified in the solicitation?		
2.	FAR 15.408, Table 15-2, Section I Paragraph A(7)	Does the proposal identify the need for Government-furnished material/tooling/test equipment? Include the accountable contract number and contracting officer contact information if known.		

	<u>REFERENCES</u>	<u>SUBMISSION ITEM</u>	<u>PROPOSAL PAGE No.</u>	<u>If not provided EXPLAIN (may use continuation pages)</u>
3.	FAR 15.408, Table 15-2, Section I Paragraph A(8)	Does the proposal identify and explain notifications of noncompliance with Cost Accounting Standards Board or Cost Accounting Standards (CAS); any proposal inconsistencies with your disclosed practices or applicable CAS; and inconsistencies with your established estimating and accounting principles and procedures?		
4.	FAR 15.408, Table 15-2, Section I, Paragraph C(1) FAR 2.101, "Cost or pricing data"	Does the proposal disclose any other known activity that could materially impact the costs? This may include, but is not limited to, such factors as— (1) Vendor quotations; (2) Nonrecurring costs; (3) Information on changes in production methods and in production or purchasing volume; (4) Data supporting projections of business prospects and objectives and related operations costs; (5) Unit-cost trends such as those associated with labor efficiency; (6) Make-or-buy decisions; (7) Estimated resources to attain business goals; and (8) Information on management decisions that could have a significant bearing on costs.		
5.	FAR 15.408, Table 15-2, Section I Paragraph B	Is an Index of all certified cost or pricing data and information accompanying or identified in the proposal provided and appropriately referenced?		
6.	FAR 15.403-1(b)	Are there any exceptions to submission of certified cost or pricing data pursuant to FAR 15.403-1(b)? If so, is supporting documentation included in the proposal? (Note questions 18-20.)		
7.	FAR 15.408, Table 15-2, Section I Paragraph C(2)(i)	Does the proposal disclose the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data?		

	<u>REFERENCES</u>	<u>SUBMISSION ITEM</u>	<u>PROPOSAL PAGE No.</u>	<u>If not provided EXPLAIN (may use continuation pages)</u>
8.	FAR 15.408, Table 15-2, Section I Paragraph C(2)(ii)	Does the proposal disclose the nature and amount of any contingencies included in the proposed price?		
9.	FAR 15.408 Table 15-2, Section II, Paragraph A or B	Does the proposal explain the basis of all cost estimating relationships (labor hours or material) proposed on other than a discrete basis?		
10.	FAR 15.408, Table 15-2, Section I Paragraphs D and E	Is there a summary of total cost by element of cost and are the elements of cost cross-referenced to the supporting cost or pricing data? (Breakdowns for each cost element must be consistent with your cost accounting system, including breakdown by year.)		
11.	FAR 15.408, Table 15-2, Section I Paragraphs D and E	If more than one Contract Line Item Number (CLIN) or sub Contract Line Item Number (sub-CLIN) is proposed as required by the RFP, are there summary total amounts covering all line items for each element of cost and is it cross-referenced to the supporting cost or pricing data?		
12.	FAR 15.408, Table 15-2, Section I Paragraph F	Does the proposal identify any incurred costs for work performed before the submission of the proposal?		
13.	FAR 15.408, Table 15-2, Section I Paragraph G	Is there a Government forward pricing rate agreement (FPRA)? If so, the offeror shall identify the official submittal of such rate and factor data. If not, does the proposal include all rates and factors by year that are utilized in the development of the proposal and the basis for those rates and factors?		
<u>COST ELEMENTS</u>				
<u>MATERIALS AND SERVICES</u>				
14.	FAR 15.408, Table 15-2, Section II Paragraph A	Does the proposal include a consolidated summary of individual material and services, frequently referred to as a Consolidated Bill of Material (CBOM), to include the basis for pricing? The offeror's consolidated summary shall include raw materials, parts, components, assemblies, subcontracts and services to be produced or performed by others, identifying as a		

	<u>REFERENCES</u>	<u>SUBMISSION ITEM</u>	<u>PROPOSAL PAGE No.</u>	<u>If not provided EXPLAIN (may use continuation pages)</u>
		minimum the item, source, quantity, and price.		
<u>SUBCONTRACTS (Purchased materials or services)</u>				
15.	DFARS 215.404-3	Has the offeror identified in the proposal those subcontractor proposals, for which the contracting officer has initiated or may need to request field pricing analysis?		
16.	FAR 15.404-3(c) FAR 52.244-2	Per the thresholds of FAR 15.404-3(c), Subcontract Pricing Considerations, does the proposal include a copy of the applicable subcontractor's certified cost or pricing data?		
17.	FAR 15.408, Table 15-2, Note 1; Section II Paragraph A	Is there a price/cost analysis establishing the reasonableness of each of the proposed subcontracts included with the proposal? If the offeror's price/cost analyses are not provided with the proposal, does the proposal include a matrix identifying dates for receipt of subcontractor proposal, completion of fact finding for purposes of price/cost analysis, and submission of the price/cost analysis?		
<u>EXCEPTIONS TO CERTIFIED COST OR PRICING DATA</u>				
18.	FAR 52.215-20 FAR 2.101, "commercial product" or "commercial service"	Has the offeror submitted an exception to the submission of certified cost or pricing data for commercial products proposed either at the prime or subcontractor level, in accordance with provision 52.215-20? a. Has the offeror specifically identified the type of commercial product claim (FAR 2.101 "commercial product" definition, and the basis on which the commercial product meets the definition? b. For modified commercial products (FAR 2.101 "commercial product" definition; did the offeror classify the modification(s) as either-- i. A modification of a type customarily available in the commercial marketplace (paragraph (3)(i)); or ii. A minor modification (paragraph (3)(ii)) of a type not customarily available in the commercial marketplace made to meet Federal Government requirements not		

	<u>REFERENCES</u>	<u>SUBMISSION ITEM</u>	<u>PROPOSAL PAGE No.</u>	<u>If not provided EXPLAIN (may use continuation pages)</u>
		exceeding the thresholds in FAR 15.403-1(c)(3)(iii)(B)? c. For proposed commercial products "of a type", or "evolved" or modified (FAR 2.101 "commercial product" definition), did the contractor provide a technical description of the differences between the proposed item and the comparison item(s)?		
19.		[Reserved]		
20.	FAR 15.408, Table 15-2, Section II Paragraph A(1)	Does the proposal support the degree of competition and the basis for establishing the source and reasonableness of price for each subcontract or purchase order priced on a competitive basis exceeding the threshold for certified cost or pricing data?		
INTERORGANIZATIONAL TRANSFERS				
21.	FAR 15.408, Table 15-2, Section II Paragraph A.(2)	For inter-organizational transfers proposed at cost, does the proposal include a complete cost proposal in compliance with Table 15-2?		
22.	FAR 15.408, Table 15-2, Section II Paragraph A(1)	For inter-organizational transfers proposed at price in accordance with FAR 31.205-26(e), does the proposal provide an analysis by the prime that supports the exception from certified cost or pricing data in accordance with FAR 15.403-1?		
DIRECT LABOR				
23.	FAR 15.408, Table 15-2, Section II Paragraph B	Does the proposal include a time phased (i.e.; monthly, quarterly) breakdown of labor hours, rates and costs by category or skill level? If labor is the allocation base for indirect costs, the labor cost must be summarized in order that the applicable overhead rate can be applied.		
24.	FAR 15.408, Table 15-2, Section II Paragraph B	For labor Basis of Estimates (BOEs), does the proposal include labor categories, labor hours, and task descriptions; (e.g.; Statement of Work reference, applicable CLIN, Work Breakdown Structure, rationale for estimate, applicable history, and time-phasing)?		
25.	FAR subpart 22.10	If covered by the Service Contract Labor Standards statute (41 U.S.C. chapter 67),		

	<u>REFERENCES</u>	<u>SUBMISSION ITEM</u>	<u>PROPOSAL PAGE No.</u>	<u>If not provided EXPLAIN (may use continuation pages)</u>
		are the rates in the proposal in compliance with the minimum rates specified in the statute?		
<u>INDIRECT COSTS</u>				
26.	FAR 15.408, Table 15-2, Section II Paragraph C	Does the proposal indicate the basis of estimate for proposed indirect costs and how they are applied? (Support for the indirect rates could consist of cost breakdowns, trends, and budgetary data.)		
<u>OTHER COSTS</u>				
27.	FAR 15.408, Table 15-2, Section II Paragraph D	Does the proposal include other direct costs and the basis for pricing? If travel is included does the proposal include number of trips, number of people, number of days per trip, locations, and rates (e.g. airfare, per diem, hotel, car rental, etc)?		
28.	FAR 15.408, Table 15-2, Section II Paragraph E	If royalties exceed \$1,500 does the proposal provide the information/data identified by Table 15-2?		
29.	FAR 15.408, Table 15-2, Section II Paragraph F	When facilities capital cost of money is proposed, does the proposal include submission of Form CASB-CMF or reference to an FPRA/FPRP and show the calculation of the proposed amount?		
<u>FORMATS FOR SUBMISSION OF LINE ITEM SUMMARIES</u>				
30.	FAR 15.408, Table 15-2, Section III	Are all cost element breakdowns provided using the applicable format prescribed in FAR 15.408, Table 15-2 III? (or alternative format if specified in the request for proposal)		
31.	FAR 15.408, Table 15-2, Section III Paragraph B	If the proposal is for a modification or change order, have cost of work deleted (credits) and cost of work added (debits) been provided in the format described in FAR 15.408, Table 15-2.III.B?		
32.	FAR 15.408, Table 15-2, Section III Paragraph C	For price revisions/redeterminations, does the proposal follow the format in FAR 15.408, Table 15-2.III.C?		
<u>OTHER</u>				
33.	FAR 16.4	If an incentive contract type, does the proposal include offeror proposed target cost, target profit or fee, share ratio, and,		

	<u>REFERENCES</u>	<u>SUBMISSION ITEM</u>	<u>PROPOSAL PAGE No.</u>	<u>If not provided EXPLAIN (may use continuation pages)</u>
		when applicable, minimum/maximum fee, ceiling price?		
34.	FAR 16.203-4 and FAR 15.408 Table 15-2, Section II, Paragraphs A, B, C, and D	If Economic Price Adjustments are being proposed, does the proposal show the rationale and application for the economic price adjustment?		
35.	FAR 52.232-28	If the offeror is proposing Performance-Based Payments-did the offeror comply with FAR 52.232-28?		
36.	FAR 15.408(n) FAR 52.215-22 FAR 52.215-23	Excessive Pass-through Charges– Identification of Subcontract Effort: If the offeror intends to subcontract more than 70% of the total cost of work to be performed, does the proposal identify: (i) the amount of the offeror’s indirect costs and profit applicable to the work to be performed by the proposed subcontractor(s); and (ii) a description of the added value provided by the offeror as related to the work to be performed by the proposed subcontractor(s)?		

(End of provision)

Section M - Evaluation Factors for Award

EVALUATION FACTORS

Section M – Evaluation Factors for Award

A. BASIS FOR AWARD

1. The Government reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contract; to negotiate with Offerors in the competitive range; and to award the contract to the Offeror submitting the lowest priced, technically acceptable offer.
2. As stated in the solicitation, the Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. In addition, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
3. The LPTA process is selected as appropriate for this acquisition because the best value is expected to result from selection of the technically acceptable proposal with the lowest evaluated price.
4. An overall non-price factors rating must be at least “ACCEPTABLE” in order to be eligible for award. An “UNACCEPTABLE” rating in any factor results in the overall non-price factors proposal being rated “UNACCEPTABLE” unless corrected through discussions. An overall non-price factors rating of “UNACCEPTABLE” makes a proposal ineligible for award.
5. Any proposal found to have a deficiency in meeting the stated solicitation requirements or performance objectives will be considered ineligible for award, unless the deficiency is corrected through discussions. Proposals may be found to have either a significant weakness or multiple weaknesses that impact either the individual factor rating or the overall rating for the proposal. The evaluation report must document the evaluation board’s assessment of the identified weakness(s) and the associated risk to successful contract performance resulting from the weakness(s). This assessment must provide the rationale for proceeding to award without discussions. OFFERORS ARE ADVISED THAT AN AWARD MAY BE MADE WITHOUT DISCUSSIONS. Therefore, proposals should be submitted initially on the most favorable terms. Offerors should not assume that they will be contacted or afforded an opportunity to qualify, discuss or revise their proposals prior to award.

B. ADJECTIVAL RATINGS/DESCRIPTIONS

Each Offeror’s technical factors and past performance will be evaluated separately. Upon the conclusion of the evaluation of the technical factors, and past performance, an overall non-price factors rating of Acceptable (A) or Unacceptable (U) will be assigned to each Offeror’s non-price factors proposal.

1. The following adjectival ratings and rating descriptions will be used to assign a rating to each technical factor. Use upper case letter ratings for major technical factor ratings. The addition of plus (+) or minus (-) to an adjective rating is not allowed.

Table A-1. Technical Acceptable/Unacceptable Rating Method	
Adjectival Rating	Description
Acceptable (A)	Proposal meets the minimum requirements of the solicitation.

Unacceptable (U)	Proposal does not meet the minimum requirements of the solicitation.
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The weaknesses and/or deficiencies (as defined below) of each proposal for each non-price evaluation factor which influenced the assigned adjectival rating shall be identified.

Definitions	
Weakness	A flaw in the proposal that increases the risk of unsuccessful contract performance.
Significant Weakness	A flaw that appreciably increases the risk of unsuccessful contract performance.
Deficiency	A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

C. SAFETY EVALUATION

- Per NPGI 15.304(c)(1)(ii)(3), solicitations utilizing source selection procedures for procurements within the 50 United States, the District of Columbia, and outlying areas shall contain a standard "Safety" technical evaluation factor. This factor shall be included as a standalone evaluation factor and not as a sub-factor or an element of the Past Performance evaluation factor. This action will result in the selection of contractors that have consistently demonstrated a commitment to safety and the ability to properly manage and implement safety procedures for themselves and all tiers of subcontractors under their purview.
- The safety evaluation has three elements: Experience Modification Rate (EMR); Occupational Safety and Health Association (OSHA) Days Away from Work, Job Restriction, or Transfer (DART) and Total Recordable Case (TRC) Rates; and Technical Approach to Safety.
- The safety elements should be collectively considered and then assigned an overall adjectival rating for the safety factor. The board will need to make a qualitative determination of the rating for safety taking into account the risk ratings for EMR, DART, and TRC and the subjective evaluation of the narrative.
- The board will not average the rating from the three previous complete calendar years for the EMR, DART and TRC and should consider trends..
- The following should be utilized by evaluators as a general guideline to evaluate the EMR, DART and TRC rates:

<u>Risk</u>	<u>EMR</u>
Very Low Risk	Less than 0.6
Low Risk	From 0.6 to less than 0.8
Moderate Risk	From 0.8 to 1.0
High Risk	Greater than 1.0 to 1.1
Extremely High Risk	Greater than 1.1

<u>Risk</u>	<u>DART Rate</u>
Very Low Risk	Less Than 1.0
Low Risk	From 1.0 to 1.99
Moderate Risk	From 2.0 to 2.99

High Risk	From 3.0 to 4.0
Extremely High Risk	Greater than 4.0
<u>Risk</u>	<u>TRC Rate</u>
Very Low Risk	Less Than 2.49
Low Risk	From 2.5 to 3.49
Moderate Risk	From 3.5 to 4.49
High Risk	From 4.5 to 5.99
Extremely High Risk	Greater than 6.0

Note: When the requirement is for goods or services in an industry with a much higher than average incident rate, the Source Selection Authority may authorize a proportional increase in acceptance rates to ensure fairness. The only ratings for evaluation of the safety factor are “acceptable” or “unacceptable.” A rating of “High Risk” or better is acceptable for three consecutive years. When EMR, DART or TRC fall into the “Extremely High Risk” category, for any one year, evaluators must determine whether the other elements of the safety factor evaluation provide sufficient basis to elevate the overall rating to the “acceptable” level.

6. The evaluation will collectively consider the following:
 - ... OSHA Days Away from Work, Restricted Duty and Job Transfer (DART)
 - ... Total Recordable Case (TCR) Rates
 - ... Offeror Technical Approach to Safety
 - ... Other sources of information available to the Government

7. The evaluators should collectively consider all elements of safety when assigning an overall adjectival rating for this factor. Safety will be evaluated utilizing the ratings outlined in Table A.

Table A. Safety Factors (Combined Technical/Risk Rating Method)	
Rating	Definitions
Acceptable (A)	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Unacceptable (U)	Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is un-awardable.

2. PAST PERFORMANCE EVALUATION

Past Performance shall be evaluated when using the LPTA process, unless waived by the PCO in accordance with FAR 15.101-2(b). Past performance will be rated on an “Acceptable” or “Unacceptable” basis using the ratings in the following table:

Table A-2. Past Performance Evaluation Rating Method	
Adjectival Rating	Description

Acceptable (A)	Based on the Offeror's performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort, or the Offeror's performance record is unknown. (See note below.)
Unacceptable (U)	Based on the Offeror's performance record, the Government does not have reasonable expectation that the Offeror will be able to successfully perform the required effort.

Note: In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305(a)(2)(iv)). Therefore, the Offeror shall be determined to have unknown (or "neutral") past performance. In the context of acceptability/unacceptability a neutral rating shall be considered "Acceptable."

- a) Aspects of Past Performance Evaluation. The past performance evaluation results are an assessment of the Offeror's probability of meeting the minimum past performance solicitation requirements. This assessment is based on the Offeror's record of relevant and recent past performance information that pertain to the products and/or services outlined in the solicitation requirements. There are two aspects of the past performance evaluation.
- 1) The first is to evaluate whether the offeror's present/past performance is relevant or not relevant to the effort to be acquired. The criteria to establish what is relevant is unique to each LPTA source selection. For this solicitation, Past Performance Criteria to determine Past Performance Relevancy Rating:
 - a) RECENT- only work that has been done within the last five years preceding the release date of the solicitation.
 - b) Similar scope of work.
 - c) Similar Complexity of Services provided at multiple jurisdictions that require base access utilizing the DBIDs requirements.
 - d) Dollar value –Range \$1,000,000 to \$3,600,000.
 - e) Contract type – Firm Fixed Price Indefinite Delivery Indefinite Quantity (IDIQ) contracts term consisting of Base Period with minimum of four (12 month) options.
 - 2) The second aspect of the past performance evaluation is to determine how well the contractor performed on the contracts. The past performance evaluation performed in support of a current source selection does not establish, create, or change the existing record and history of the Offeror's past performance on past contracts; rather, the past performance evaluation process gathers information from customers to highlight how well the Offeror performed those past contracts.
- b) SSEB members will review past performance information to determine the quality and usefulness as it applies to the performance confidence assessment.

D. EVALUATION FACTORS FOR AWARD

1. The solicitation requires the evaluation of the following price and non-price factors:
 - Factor 1 – Technical Approach**
 - Factor 2 – Safety**
 - Factor 3 – Past Performance**
 - Factor 4 - Price**
2. Basis of Evaluation and Submittal Requirements for Each Factor.

VOLUME I – PRICE PROPOSAL

PRICE:

- a) Solicitation Submittal Requirements:
- i. Submit one (1) price proposal clearly marked as Volume I - Price Proposal. The evaluated price shall be the sum Non-Recurring Work CLINS for a 12 month Base period and four (4) 12 month Option Periods with a six (6) month option to extend services. Provide the total price for performance of work required by the solicitation for all contract line items, including options as presented in Section B. The Offeror shall also submit pricing information regarding the contract line items, sub-line items, and exhibit line items using the ELIN spreadsheet titled Section J, Attachment J-0200000-06 Exhibit Line Item Numbers. There is no page limitation for the Price Proposal. Below are required items for the Volume I – Price Proposal.
 - ... Include a cover page with Solicitation Number, Solicitation Title, Prime Contractor Name, Address, Phone Number, DUNS, Cage Code, Point of Contact, phone number, and email address.
 - ... Text pages 8 ½ x 11 format, minimum 10 point font, Times New Roman.
 - ... Completed SF 1449 signed with all amendments acknowledged.
 - ... Price Schedule (include MS Excel version and PDF)
 - ... Copy of Online Representation and Certifications and proof of registration in System for Award Management (SAM)
- b) Basis of Evaluation: The Government will evaluate price based on the total price. Total price consists of the basic requirements and all option items (see Section B of the solicitation). The Government intends to evaluate all options and has included the provision FAR 52.217-5, Evaluation of Options (JUL 1990) in Section M of the solicitation. In accordance with FAR 52.217-5, Evaluation of Options will not obligate the Government to exercise the option(s). Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:
- i. Comparison of proposed prices received in response to the RFP.
 - ii. Comparison of proposed prices with the IGCE.
 - iii. Comparison of proposed prices with available historical information.
 - iv. Comparison of market survey results.

VOLUME II – TECHNICAL PROPOSAL

- a) Solicitation Submittal Requirements:

Submit one (1) technical proposal clearly marked as the Volume II - Technical Proposal. Technical proposals shall be submitted in 8-1/2 x 11 page format; size 10 font Times New Roman, limited to 45 pages, inclusive of all charts, licenses/certifications, forms and other documentation responsive to the solicitation requirements. This includes the three (3) Past Performance Questionnaires/CPARs evaluations.

Pages that exceed the maximum 45 page limit for Volume II, Technical Proposals **shall not** be considered during evaluation of the proposal. Further, no pricing shall be included in the technical proposal.

The technical proposal cover page shall be in an 8 ½ x 11 format submitted in size 10 point font and Times New Roman font style. The cover page shall provide:

- Solicitation Number, Solicitation Title, Prime Contractor Name/JV, Address, Phone Number, DUNS, Cage Code, Point of Contact, phone number, and email address Completed SF 1449 signed with all amendments acknowledged.
- Name, title, email, phone and fax number of authorized representative.

FACTOR 1 – TECHNICAL APPROACH

a) Solicitation Submittal Requirements:

Offer shall submit a **TOTAL OF THREE (3)** contracts completed within the last five (5) years preceding the release date of the solicitation that best demonstrates your corporate experience on recent, relevant contracts that are similar in size, scope and complexity to this requirement.

Recent, Relevant project is defined as:

- ... Provide verification whether your firm is approved by the Defense Travel Management Office (DTMO) and on their list of Approved DoD Bus, Van and Limo Carriers. To be rated acceptable, your firm must be approved by the Defense Travel Management Office (DTMO) and on their list of Approved DoD Bus, Van and Limo Carriers. Provide matrix with expiration dates showing how your operators meet the solicitation requirements in (Ref. C-1700000, Spec Item 2.2.1 - Certification, Training, and Licensing.). Provide plan how your firm will provide dispatch or Management Services to the Government 24 hours per day, seven (7) days per week. Describe how your firm can provide up to six (6) buses with drivers for non-recurring work, to include shuttle services, within three (3) hours of notification.
- ... Describe how your firm can deliver up to 26 charter buses with drivers for non-recurring work within 24 hours of notification.
- ... Submit a detailed inventory of buses that are owned and operated by your firm and/or buses owned and operated by subcontractor's with whom you have a letter of commitment. Provide copies of all applicable letters of commitment. Inventories should contain, at a minimum, the following information: Owner name, fleet vehicle number, year, age, seating capacity, type, make, model, VIN number, mileage, length, GVW, wheel chair lift with number of tie downs (if applicable) and amenities as listed in the PWS.
- ... Describe the lines of management authority, supervision, span of control and accountability, including the relationships between overall management, administration joint ventures teaming relationships and/or subcontractors. A detailed organizational chart depicting levels of authority and chain of command to the lowest level including subcontractors shall be included. Furthermore, the contractor shall demonstrate its ability to manage multiple teams across multiple locations for two or more customers simultaneously.

The offeror shall submit the experience and qualifications of all key contractor personnel. The offeror's proposal shall include resumes for key personnel and also provide a matrix to include the background/experience of the company's proposed key and non-key personnel mapped to the appropriate PWS tasking that supports the proposed labor category and level. Note that resumes will not count toward the offeror's overall page count

Basis of Evaluation: Acceptability will be based on the quality of the Offerors Technical and Management Approach. To receive a rating of "Acceptable" for this factor, the narrative must provide an explanation of how the offeror will meet the requirements. The Government will evaluate the feasibility of the offeror's technical/management approach to provide the full range of support services described in the PWS. Simple statements that the offeror will fulfill the requirements without a detailed description of how an offeror will accomplish the work may be insufficient to demonstrate that the offeror can perform the contract requirements, which may result in a technical rating of Unacceptable. Do not assume that the evaluator(s) is/are familiar

with the technical approach of your company based on other contracts with this or another agency.

Solicitation Submittal Requirements: Offerors shall submit a minimum of one(1), maximum of three (3) examples of recent and relevant projects similar in size, scope, and complexity, current or completed, within the last five (5) years. These projects should have been performed by the offeror as a prime contractor or joint venture/team/partner member. If experience was as a subcontractor, then less credit may be given to the experience. If more than three (3) are submitted, only the first three will be reviewed in the evaluation. Relevant contract experience is considered to be a contract that involves the following: (1) longevity greater than 12 months; (2) if the contract is currently being performed, it shall have started at least one year ago; if the contract is completed, it should have been completed no more than five years ago; (3) similar in scope includes performing multi-function facility support services; and (4) demonstrate a combination of relevant contracts that have an aggregate value of about \$500,000 annually or more. The contracts may be for the U.S. Government or other clients. Each contract submission shall not exceed two (2) pages (8.5" x 11"). The total number of pages for this factor is not to exceed eleven (11) pages. Only the first eleven (11) pages will be evaluated. For each project the offeror shall provide:

- (a) Contract number, title, and location
- (b) Dollar value; annually and contract life
- (c) Type of Contract (i.e. fixed price, cost reimbursable, or other - specify)
If applicable, identify base period and all option periods
- (d) Contract start date and completion date
- (e) Identify type of Services provided - similar scope, size & complexity (brief)
- (f) Client points of contact with current telephone and electronic mail addresses if available (Confidential clients are not acceptable and will result in non-consideration of the project.) Failure to provide an accessible point of contact and a correct telephone number may result in a lower rating.
- (g) Nature of firm's responsibility (prime or sub)
- (h) Percentage of the work that your firm performed as the prime contractor or subcontractor

b) Basis of Evaluation:

Basis of Evaluation: A subjective assessment of the offeror's (prime or joint venture/team/partner members) relevant experience in providing management and delivery of the same or similar work as described in the statement of work/specifications of the RFP's charter bus services. Relevancy will be evaluated in terms of similar size, scope and complexity. The Government will also evaluate relevant experience working with a Joint Venture partner or subcontractor on projects of similar size, scope and complexity. Experience as a subcontractor may be given less credit.

FACTOR 2 – SAFETY :

a) Solicitation Submittal Requirements:

(i) Solicitation Submittal Requirements: The Offeror shall submit the following information: (For a partnership or joint venture, the following submittal requirements are required for each contractor who is part of the partnership or joint venture; however, only one safety narrative is required. EMR, DART and TRC Rates shall not be submitted for subcontractors.)

(1) Experience Modification Rate (EMR): Include three previous complete calendar years' worth of data. This rate compares company's annual losses in insurance claims against its policy premiums. The offeror may submit an insurance company-provided equivalent rate if no EMR exists. If the offeror has no EMR or premium, for any year, affirmatively state so and explain why. Any extenuating circumstances that affect the EMR and negative trends should be addressed as part of the factor submission.

(2) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate and Total Recordable Case (TRC) Rate: Submit three previous complete calendar years' worth of data. If an offeror cannot submit an OSHA DART and TRC rates, for any year, affirmatively state so and an explanation must be provided. Any extenuating circumstances that affected the OSHA, DART, and TRC rate data negatively must be addressed as part of this factor submission.

NOTE: DART and TCR shall not be submitted for subcontractors

- 1) DART Rate: Submit three (3) previous complete calendar years' [CY2022, CY2021, and CY2020] worth of data (not an overall average). If the Offeror has no DART rate, for any year, affirmatively state so and explain why.
 - a) DART cases include injuries or illnesses resulting in death, days away from work, and/or restricted work or transfer to another job days beyond the day of injury/illness.
 - b) Calculation of DART rate: Multiply the total number of DART cases by 200,000, and then divide by the number of employee labor hours worked

$$DART\ RATE = \frac{\text{Number of DART Incidents} \times 200,000}{\text{Total Number of Employee Labor Hours Worked}}$$

- 2) TCR Rate: Submit three (3) previous complete calendar years' [CY2022, CY2021, and CY2020] worth of data (not an overall average). If the Offeror has no TCR rate, for any year, affirmatively state so and explain why.
 - a) TCR cases include injuries or illnesses resulting in death, days away from work, restricted work or transfer to another job days beyond the day of injury/illness, medical treatment beyond first aid, or loss of consciousness.
 - b) Calculation of TCR rate: Multiply the total number of TCR incidents by 200,000, and then divide by the number of employee labor hours worked

$$TCR\ RATE = \frac{\text{Number of TCR Incidents} \times 200,000}{\text{Total Number of Employee Labor Hours Worked}}$$

(3) Technical Approach for Safety: Describe the plan for safety that will be implemented to evaluate safety performance of potential subcontractors as part of the selection process for all levels of subcontractors. The offeror shall submit a narrative that fully describes the safety management system that they will use to oversee the safety compliance and performance of self-performed and subcontractor performed work. The offeror will describe any innovative methods that will be employed to ensure and monitor safe work practices at self-performed and/or all subcontractor levels. Additionally, the contractor will describe their methodology to execute an effective program that facilitates sound mishap prevention techniques and processes, employee reporting of unsafe conditions, unsafe activities, and near-miss mishaps. The technical approach to safety narrative shall be limited to two pages.

(ii) Basis of Evaluation: The evaluation will collectively consider the following:

- Experience Modification Rate (EMR)
- OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) and Total Recordable Case (TRC) Rates
- Offeror Technical Approach to Safety
- Other sources of information available to the Government

The Government is seeking to determine that the Offeror has consistently demonstrated a commitment to safety and that the Offeror plans to properly manage and implement safety procedures for itself and its subcontractors. To meet the minimum requirements, the Offeror must demonstrate the following:

- DART rates at or below 2.99
- TCR Rates at or below 4.49

NOTE: If the Offeror's rates exceed the established levels above for any of the five years, it will result in a deficiency.

(1) Experience Modification Rate (EMR): Include three previous complete calendar years 2020, 2021 and 2022 worth of data. This rate compares company's annual losses in insurance claims against its policy premiums. The offeror may submit an insurance company provided equivalent rate if no EMR exists. If the offeror has no EMR or premium, for any year, affirmatively state so and explain why. Any extenuating circumstances that affected the EMR and negative trends should be addressed as part of this selection factor.

(2) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) and Total Recordable Case (TRC) Rates: For the three previous complete calendar years, the offeror will submit their OSHA DART and TRC, as defined by the U.S. Department of Labor, Occupational Safety and Health Administration. If unable to submit OSHA DART and TRC rates, affirmatively state so, and an explanation must be provided. Any extenuating circumstances that affected the OSHA DART and TRC rate data and negative trends should be addressed as part of this element. The board will evaluate the OSHA DART and TRC rates to determine if the Offeror has demonstrated a history of safe work practices taking into account any upward trends and extenuating circumstances that impact rates.

(3) Technical Approach to Safety: The offeror will describe their plan to evaluate their safety performance and that of potential subcontractors. Also, describe any innovative methods that the Offeror will employ to ensure and monitor safe work practices at all subcontractor levels. The Safety Narrative shall be limited to two pages. The board will evaluate the narrative to determine the degree to which subcontractor safety performance will be considered in the selection of all levels of subcontractors on the upcoming project. The board will evaluate the narrative to determine the degree to which innovations are being proposed that may enhance safety on this procurement and validate the contractor has addressed methodology to be used in the execution of an effective program that facilitates sound mishap prevention techniques/processes, employee reporting of unsafe conditions, unsafe activities, and near-miss mishaps. Those Offerors whose plan demonstrates a commitment to hire subcontractors with a culture of safety and who propose innovative methods to enhance a safe working environment may be given greater weight in the evaluation.

(4) Other Sources of Information Available to the Government: Other sources for safety may include but are not limited to OSHA data, NAVFAC's Contractor Incident Reporting System (CIRS) in Enterprise Safety Applications Management System (ESAMS), Contractor Performance Assessment Reporting System (CPARS) and other related databases.

FACTOR 3 – PAST PERFORMANCE:

1) Solicitation Submittal Requirements:

Offerors must submit a CPARS/PPQs for each relevant project submitted under Factor 1 Corporate Experience.

The Government will review the past performance information provided by the Offeror and make a relevance determination. If a completed CPARS evaluation is available, it shall be submitted with the proposal. If there is not a completed CPARS evaluation, the Past Performance Questionnaire (PPQ) included in the solicitation is provided for the Offeror or its team members to submit to the client for each project the offeror includes in its proposal for factor 1 – Corporate Experience. An offeror shall not submit a PPQ when a completed CPARS is available.

IF A CPARS EVALUATION IS NOT AVAILABLE, ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQs should be submitted with your proposal. If the Offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the Offeror should complete and submit with the proposal the first page of the PPQ, which will provide contract and client information for the respective project(s). The Government may make reasonable attempts to contact the client noted for that project(s) to obtain the PPQ information. However, Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contacts prior to the closing date of the solicitation:

Brian Wasson, Contract Specialist

Email: brian.j.wasson.civ@us.navy.mil

Shauna Lloyd, Contracting Officer

Email: shauna.e.lloyd2.civ@us.navy.mil

If the PPQ is emailed, please ensure the client sends using the email subject line below:

“Email Subject Line: “N40080-23-R-0017 – Unscheduled Charter Bus – KTR Name- PPQ”

Further, the Government reserves the right to contact references for verification or additional information. The Government’s inability to contact any of the Offeror’s references or the references unwillingness to provide the information requested may affect the Government’s evaluation of this factor. In addition to the above, 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. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) using all CAGE/DUNS numbers of Contractors who are part of a partnership or joint venture identified in the Offeror’s proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the Offeror. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror.

Offerors shall not incorporate by reference into their proposal PPQs or CPARS previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

(ii) Basis of Evaluation:

To receive an “Acceptable” rating for this evaluation factor, the Offeror shall submit a total of three (3) CPARS/PPQ that demonstrates the Offerors performance for each recent/relevant project.

Recent, Relevant project is defined as:

A Charter Bus contract completed by the Offeror within the last five years preceding the release date of the solicitation similar in nature to the solicitation based on a comparison of size, scope and complexity.

- ... RECENT- only work that has been done within the last five years preceding the release date of the solicitation.
- ... Similar scope of work.
- ... Similar Complexity of Services provided at multiple jurisdictions that require base access utilizing the DBIDs requirements.
- ... Dollar value –Range \$1,000,000 to \$3,600,000.
- ... Contract type – Firm Fixed Price Indefinite Delivery Indefinite Quantity (IDIQ) contracts term consisting of Base Period with minimum of four (12 month) options.

The Government will review the past performance information provided by the Offeror using the above criteria and make a relevance determination. If the Offeror is without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror shall be determined to receive a rating of “neutral” for Past Performance. In the context of acceptability/unacceptability a neutral rating shall be considered “Acceptable” IAW FAR 15.305(a)(2)(iv)). Further, the Government will evaluate the degree to which past performance evaluations and all other past performance information reviewed by the Government (e.g., PPIRS, Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), performance recognition documents, and information obtained from any other source) reflect a trend of satisfactory performance considering the following:

- A pattern of successful completion of tasks;
- A pattern of deliverables that are timely and of good quality;
- A pattern of cooperativeness and teamwork with the Government at all levels (task managers, contracting officers, auditors, etc.); and
- Recency of tasks performed that are identical to, similar to, or related to the task at hand

Past performance will be rated on an “acceptable” or “unacceptable” basis using the following definitions:

Past Performance Evaluation Ratings	
Rating	Description
Acceptable (A)	Based on the offeror’s performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror’s performance record is unknown.
Unacceptable (U)	Based on the offeror’s performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305(a)(2)(iv)). Therefore, the Offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability “unknown” shall be considered “acceptable”

CLAUSES INCORPORATED BY REFERENCE

52.217-5 Evaluation Of Options JUL 1990

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a FFP contract resulting from this solicitation.

(End of provision)