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|---|------|--|--|--|---|--|--|-----------------------------|----------|------|--|
| SOLICITATION, OFFER AND AWARD | | | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | RATING | | PAGE OF PAGES 1 107 | | | |
| 2. CONTRACT NO. | | 3. SOLICITATION NO. N4008523R2517 | | 4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP) | | 5. DATE ISSUED 10 Feb 2023 | | 6. REQUISITION/PURCHASE NO. | | | |
| 7. ISSUED BY NAVFACSYSCOM MID-ATLANTIC CONTRACTING CORE 9324 VIRGINIA AVENUE NORFOLK VA 23511-3095 | | | | CODE N40085 | | 8. ADDRESS OFFER TO (If other than Item 7) See Item 7 | | CODE | | | |
| TEL: FAX: | | | | | | TEL: FAX: | | | | | |
| NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder". | | | | | | | | | | | |
| SOLICITATION | | | | | | | | | | | |
| 9. Sealed offers in original and <u>3</u> 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 <u>no hand carried proposals</u> until <u>02:00 PM</u> local time <u>16 Mar 2023</u> (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 VALERIE L. NORRIS | | B. TELEPHONE (Include area code) (NO COLLECT CALLS) 757-341-0087 | | C. E-MAIL ADDRESS valerie.norris@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) | | | | | | | | | | | |
| 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) | | | | | |
| 15B. TELEPHONE NO (Include area code) | | <input type="checkbox"/> | | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. | | 17. SIGNATURE | | 18. OFFER DATE | | | |
| AWARD (To be completed by Government) | | | | | | | | | | | |
| 19. ACCEPTED AS TO ITEMS NUMBERED | | | | 20. AMOUNT | | 21. ACCOUNTING AND APPROPRIATION | | | | | |
| 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 (4 copies unless otherwise specified) | | ITEM | | | |
| 24. ADMINISTERED BY (If other than Item 7) | | | | CODE | | 25. PAYMENT WILL BE MADE BY | | CODE | | | |
| 26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL: | | | | | | 27. UNITED STATES OF AMERICA (Signature of Contracting Officer) | | 28. AWARD DATE | | | |

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section A - Solicitation/Contract Form

COVER

COMMANDER
NAVAL FACILITIES ENGINEERING SYSTEMS COMMAND
MID-ATLANTIC DIVISION
CONTRACTING CORE
NORFOLK, VIRGINIA 23511-3095

NOTICE:
Proposals to be received by 2:00 P.M.
by **MAIL ONLY**

NAVFAC SPECIFICATION
No. 05-23-2517
RFP NUMBER N4008523R2517

N40085-23-R-2517
FACILITY SUPPORT SERVICES AT FORT PICKETT, BLACKSTONE,
VIRGINIA AND FORT A.P. HILL, VIRGINIA

NOTICE

All inquiries concerning any phase of the specification, prior to the proposal due date shall be submitted electronically,
Attn: Valerie Norris, Valerie.norris@navy.mil

Contracts or purchase order to be awarded as a result of this contract shall be assigned (as Appropriate for specific procurement), DO-C3 rating in accordance with the provisions of DPA Regulation 1 and/or DMS Regulation 1

Section B - Supplies or Services and Prices

GENERAL INFORMATION

- B.1 Contract Title: Facility Support Services at Fort Pickett, Blackstone, Virginia and Fort A.P. Hill, Virginia
- B.2 Type of Contract: This is a Facilities Support, Indefinite Delivery/Indefinite Quantity Contract with Recurring and Non-Recurring Services as noted in Section L, Instructions, Conditions, and Notices to Offeror.
- B.3 Minimum Guarantee: The Recurring Price portion of the base year only is the minimum guarantee for this contract.
- B.4 Set-Aside: This requirement is being offered as an 8(a) competitive procurement.
- B.5 NAICS Code: The NAICS Code assigned to this procurement is 561210 with a small business size standard of \$41,500,000.00. Refer to On-Line Representations and Certifications Application (ORCA) via System for Award Management (SAM) at <https://www.sam.gov/portal/public/SAM>.
- B.6 Wage Determination (Service)/Wage Decision (Construction): Labor Standards (formerly Service Contract Act (SCA) apply to this solicitation. Refer to Section J, Attachments.
- B.7 Bid Guarantee/Bonding Requirements: NOT REQUIRED for this procurement.
- B.8 Contract Term: This contract contains provisions for a Base Period with four (4) Option Periods, not to exceed a total of sixty (60) months. The Government has the option to extend the term of the contract in accordance with Section I, Contract Clauses, 52.217-9, Option to Extend the Term of the Contract-Services (Mar 2000). In the option periods, the Government will adjust the prices, if applicable, based on the new Department of Labor Wage Determination.
- B.9 Period of Performance: The period of performance will be determined at the time of award.
- B.10 Evaluation of Proposal: Proposers shall submit a lump sum price for Section B, CLINs 0001 through 0010 and unit prices for Exhibit A through Exhibit E, referenced in Section J. For purposes of evaluating offers for award, the Government will utilize the pricing submitted for the base year and all option periods. Refer to Section M, FAR 52.217-5, Evaluation of Options (JUL 1990).
- B.11 Contract Line Items And Contract Exhibit Line Items
- a. Proposers shall enter unit prices and amounts for Contract Line Items (CLINs) and Contract Exhibit line items (ELINs) as indicated in the schedules and accompanying exhibits. Unit prices shall be calculated to only two decimal places.
 - b. In the event there is a difference between a unit price and the extended total amount, the unit price will be held to be the intended bid and the total of the CLIN, the ELIN will be recomputed accordingly. The CLIN will also be recomputed to take into account the change in the contract ELINs. If the offeror provides a total amount for an ELIN, but fails to enter the unit price, the total amount divided by the ELIN quantity will be held to be the intended unit price.
 - c. The Schedule of Recurring Work (CLIN 0001, 0003, 0005, 0007 and 0009) and the Schedule of Non-Recurring Work (CLIN 0002, 0004, 0006, 0008 and 0010) will be used as the basis for deductions in accordance with FAR Clause 52.246-4, Inspection of Services – Fixed Price, Section E.
- B.12 Unit Price Adjustments In Option Periods

This contract incorporates the Service Contract Act (SCA). The SCA Wage Determination incorporated in Section J is for the Base Year performance period only. The latest Wage Determination available at the time

for each option exercise will be incorporated into the contract. Unit prices will **ONLY** be adjusted for the Service Contract Act (SCA) wage increases in accordance with FAR Clauses 52.222-43, Fair Labor Standards Act and Service Contract Act – Price Adjustment. The contractor warrants, by submission of his proposal, that the price does not include any contingency for future wage increases.

B.13 Indefinite Quantity Individual 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.

B.14 Unit Prices For Labor

- a. A portion of the work included in the scope of this contract cannot be identified in advance in sufficient detail to be as a Unit Price Task in this contract. Labor for this work will be ordered and paid for based on unit prices for labor proposed by the Contractor listed in the Schedule of Non-Recurring Quantity Work.
- b. Estimated hours in the Schedule are a forecast of future requirements. These estimated hours are for performing "Non-Recurring Quantity Work" accomplished in the time period shown.
- c. The Contractor shall enter, in the unit price proposal 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.), profit, tools, equipment, field and home office overhead, clerical support, supervision, inspection, fees, taxes, licenses, bonds, permits, insurance, etc.

B.15 Period Of Performance – Less than One Year

Offer 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 accordance with the "Term of Contract" clause in Section F. 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.16 Government Purchase Card

Non-Recurring quantity work may be ordered at the prices offered by two ways: 1) by the issuing activity using a DD Form 1155 "Order for Supplies and Services"; 2) by an authorized Government user via a Government Purchase Card (GPC). When receiving GPC orders against Section B, the contractor shall provide the supplies and services at the offered price without additional markup or handling fee.

B.17 Contractor Support Of Electronic Facilities Support Contracting (e-FSC)

This procurement allows for the use of FEDMALL for issuing orders. Refer to Section H, Special Contract Requirement.

B.18 Incorporation of Technical Proposal

- a. The Contractor's technical proposal, including revisions and amendments made prior to contract award and a copy of which is in the possession of both parties, will be incorporated into this contract upon award by reference with the same force and effect as if set forth in full text. All contractor personnel shall meet or exceed the qualification standards, experience levels, and trade backgrounds set forth in the technical proposal.
- b. In the event of an inconsistency between the provisions of this contract and the technical proposal, the inconsistency shall be resolved by giving precedence in the following order: (i) the contract (excluding the technical proposal), and then (ii) the technical proposal.

B.19 Request For Proposals (RFP) Information/Clarification Questions

Contractors are required to review the entire solicitation package before submitting questions. All questions must be submitted at least 10 days before proposals are due, by email to Valerie.norris@navy.mil. AND Pamela.waller@navy.mil. This is the most efficient way to ensure all questions are addressed in a timely manner.

B.20 Reserved

B.21 Solicitation

This solicitation incorporates by reference a Performance Work Statement (PWS) developed by using NAVFAC performance-based specifications. The PWS consists of Annexes 1, 2, and 15. The contractor will be required to meet the specifications in those Annexes per Section C of this solicitation.

B.22 Notice to Offerors:

Offerors are required to submit Section B, Contract Line Items (CLINs) Schedule, and Section J, Exhibit Line Items (ELINs) with their proposal. The total of the CLIN is equal to the sum of the ELINs as shown below:

| <u>CLINS</u> | <u>ELINs</u> | <u>CLINS</u> | <u>ELINs</u> |
|---------------------|---------------------|---------------------|---------------------|
| 0001 | A001 through A015 | 0006 | C700 through C757 |
| 0002 | A700 through A757 | 0007 | D001 through D015 |
| 0003 | B001 through B015 | 0008 | D700 through D757 |
| 0004 | B700 through B757 | 0009 | E001 through E015 |
| 0005 | C001 through C015 | 0010 | E700 through E757 |

B.23 DBIDS INFORMATION:

Access to Installation: All Contractor personnel shall obtain access to the installation through enrollment and registration into the Defense Biometric Identification System (DBIDS).

The Contractor shall provide the KO with the name of their designated Service Contractor Administrator (SCA) for enrollment in DBIDS. Once enrolled, the Contractor must provide the DBIDS Registrar with an approved employee list and then direct their employees to register into DBIDS.

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.

DBIDS Credentials: 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>.

The Contractor may initiate the adjudication process when a background 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.

The Contractor shall immediately collect employee DBIDS credentials and notify the KO in writing:

- (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.

DBIDS Paper Passes: In the event that a visitor, vendor, or Contractor employee elects not to participate in DBIDS, the individual will be issued DBIDS paper pass from the Base Pass and Identification Office in order to access to the installation. The time standard for the validity of a pass to access an installation will be not more than thirty (30) days and may be further restricted based on local policy or by Federal, DOD, Navy, and CNIC guidance.

The Government will not be responsible for any cost or lost time associated with obtaining paper passes or added vetting or inspections incurred by non-participants in the DBIDS credentialing process.

Submitting Your Proposal

Proposals should be sent via a commercial carrier, such as a Federal Express, and shall be addressed to:

**NAVFAC MIDLANT
Attn: Valerie Norris
9324 Virginia Avenue
Building Z-140, Room 216
Norfolk, Virginia 23511**

Proposals that are hand carried and/or emailed, or mailed via the Post Office will NOT be accepted.

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY UNDEFINED | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|------------------------------|------|------------|------------|
|---------|-------------------|------------------------------|------|------------|------------|

0001

BASE YEAR - RECURRING WORK

FFP

The Contractor shall provide all labor, management, supervision, tools, material, and equipment required to provide the services described in the Performance Work Statement. Examples of the work include: custodial, facilities investment, pest control, integrated solid waste management, and grounds maintenance/landscaping services.

FOB: Destination

MAX
NET AMT

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY UNDEFINED | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|------------------------------|------|------------|------------|
|---------|-------------------|------------------------------|------|------------|------------|

0002

BASE YEAR - NON-RECURRING WORK

FFP

The Contractor shall provide all labor, management, supervision, tools, material, and equipment required to provide the services described in the Performance Work Statement. Examples of the work include: custodial, facilities investment, pest control, integrated solid waste management, and grounds maintenance/landscaping services.

FOB: Destination

MAX
NET AMT

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY UNDEFINED | UNIT Each | UNIT PRICE | MAX AMOUNT |
|----------------|---|------------------------------|--------------|----------------|------------|
| 0003 OPTION | OPTION YEAR 1 - RECURRING WORK FFP The Contractor shall provide all labor, management, supervision, tools, material, and equipment required to provide the services described in the Performance Work Statement. Examples of the work include: custodial, facilities investment, pest control, integrated solid waste management, and grounds maintenance/landscaping services. FOB: Destination | | | | |
| | | | | MAX NET AMT | |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY UNDEFINED | UNIT Each | UNIT PRICE | MAX AMOUNT |
|----------------|---|------------------------------|--------------|----------------|------------|
| 0004 OPTION | OPTION YEAR 1 - NON-RECURRING WORK FFP The Contractor shall provide all labor, management, supervision, tools, material, and equipment required to provide the services described in the Performance Work Statement. Examples of the work include: custodial, facilities investment, pest control, integrated solid waste management, and grounds maintenance/landscaping services. FOB: Destination | | | | |
| | | | | MAX NET AMT | |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|---|-----------------|------|------------|------------|
| 0005 OPTION | OPTION YEAR 2 - RECURRING WORK FFP The Contractor shall provide all labor, management, supervision, tools, material, and equipment required to provide the services described in the Performance Work Statement. Examples of the work include: custodial, facilities investment, pest control, integrated solid waste management, and grounds maintenance/landscaping services. FOB: Destination | UNDEFINED | Each | | |

MAX
NET AMT

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|---|-----------------|------|------------|------------|
| 0006 OPTION | OPTION YEAR 2 - NON-RECURRING WORK FFP The Contractor shall provide all labor, management, supervision, tools, material, and equipment required to provide the services described in the Performance Work Statement. Examples of the work include: custodial, facilities investment, pest control, integrated solid waste management, and grounds maintenance/landscaping services. FOB: Destination | UNDEFINED | Each | | |

MAX
NET AMT

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY UNDEFINED | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|---|------------------------------|------|------------|------------|
| 0007 OPTION | OPTION YEAR 3 - RECURRING WORK FFP The Contractor shall provide all labor, management, supervision, tools, material, and equipment required to provide the services described in the Performance Work Statement. Examples of the work include: custodial, facilities investment, pest control, integrated solid waste management, and grounds maintenance/landscaping services. FOB: Destination | | Each | | |

MAX
NET AMT

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY UNDEFINED | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|---|------------------------------|------|------------|------------|
| 0008 OPTION | OPTION YEAR 3 - NON-RECURRING WORK FFP The Contractor shall provide all labor, management, supervision, tools, material, and equipment required to provide the services described in the Performance Work Statement. Examples of the work include: custodial, facilities investment, pest control, integrated solid waste management, and grounds maintenance/landscaping services. FOB: Destination | | Each | | |

MAX
NET AMT

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY UNDEFINED | UNIT Each | UNIT PRICE | MAX AMOUNT |
|----------------|--|------------------------------|--------------|------------|------------|
| 0009 OPTION | OPTION YEAR 4 - RECURRING WORK4 FFP The Contractor shall provide all labor, management, supervision, tools, material, and equipment required to provide the services described in the Performance Work Statement. Examples of the work include: custodial, facilities investment, pest control, integrated solid waste management, and grounds maintenance/landscaping services. FOB: Destination | | | | |

MAX
NET AMT

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY UNDEFINED | UNIT Each | UNIT PRICE | MAX AMOUNT |
|----------------|---|------------------------------|--------------|------------|------------|
| 0010 OPTION | OPTION YEAR 4 - NON-RECURRING WORK FFP The Contractor shall provide all labor, management, supervision, tools, material, and equipment required to provide the services described in the Performance Work Statement. Examples of the work include: custodial, facilities investment, pest control, integrated solid waste management, and grounds maintenance/landscaping services. FOB: Destination | | | | |

MAX
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Section C - Descriptions and Specifications

C.3

ADDITIONAL REPORTING REQUIREMENTS (Enterprise-wide Contractor Manpower Reporting

Application (ECMRA) The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via secure data collection site. The contractor is required to completely fill in all required data fields using the following web address:

<https://sams.gov/SAM>.

Reporting inputs will be for the labor executed during the period of performance during each Governmental 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://sam.gov/SAM>.

SPECIFICATIONS

The following Annexes are provided as attachment “N4008523R2517 Section C Annexes”:

Annex 1, General Information

Annex 2, Management and Administration

Annex 15, Facility Support

This is a performance-based contract which incorporates performance-based specifications by references as if they were fully set forth herein.

CLAUSES INCORPORATED BY FULL TEXT

Section C. Government Purchase Card Program. The contractor shall accept orders placed by authorized GPC users. The Government Purchase Card is a purchasing instrument issued through a commercial bank to a Government Agency to facilitate micro purchases. A micro purchase is any order for supplies or services of \$2,500.00 or less, or order for construction services of \$2,000.00 or less. The Contractor processes micro purchases under the GPC program exactly as they would process a charge by an individual using a personal credit card.

- a. Limitation of GPC Pricing for IQ Work: The Contractor shall be required to offer IQ pre-priced line item services to authorized Government personnel when they are ordering the work directly via the Government Purchase Card Program. The Contractor shall be required to offer the pre-priced IQ line item services, at the same prices in accordance with the schedule of pricing information, Section B and Exhibits (if any). Contractor is responsible for tracking quantities and reporting total used each month and year to date to the Contracting Officer by the fifth day of each month. See Section H for additional details.

C.2 Reporting Requirements. A detailed report allocating value of work/quantities performed by Contract Line Items (CLINs)/Sub-Line Items (SLINs) identified in the schedule and any accompanying Exhibits with Exhibit Line Items (ELINs) is to be submitted monthly, including all Firm Fixed Price (FFP) and Indefinite Quantity (IQ) Work items completed. The Contracting Officer shall be notified when 75% of any IQ Line Item (CLIN/SLIN/ELIN) is reached.

Section E - Inspection and Acceptance

E.5

Government Performance Assessment

In accordance with FAR 52.246-4, INSPECTION OF SERVICES - FIXED PRICE clause, 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 will employ a variety of inspection methods and frequencies in order to assess the degree to which all service deliverables conform to contract performance standards. The Government may vary these inspection methods/frequencies as dictated by actual performance status. The results of all inspections will be documented and submitted to the Government Performance Assessment Board for periodic review, as set forth in the Government's Performance Assessment Plan.

The Government's Performance Assessment Plan is not a substitute for Contractor quality control. Government Performance Assessment Representatives will regularly assess deliverables for conformance to contract performance objectives and standards. If a performance inconsistency is apparent in the basic service deliverable (e.g., slight appearance of improved grounds), inspection will then be focused on component elements of the deliverable (e.g., mowing, edging). For any non-conformances identified at this level, assessment may then include review of Contractor material representations (e.g., Quality Management System).

Performance assessments will be used as input into any Award Option and/or Award/Incentive Fee decisions, the performance documentation requirements of FAR 42.15, and to substantiate any findings of nonconforming services in accordance with FAR 52.246-4.

Government performance assessment will also address any risks associated with future service deliverables. Current performance status, process outputs, trend data, and the material representations of the Contractor's technical proposal will all be considered as necessary in determining the likelihood of achieving required performance outcomes for deliverables that are not yet completed.

In the event the Government performance assessment indicates a high risk of future non-conforming services outcomes, the Contractor will be required to take pre-emptive/corrective action. The Contractor may receive reduced/negative performance evaluations until such time as quality control is restored and performance risks are mitigated.

Any non-conforming deliverables will be identified during periodic performance assessment meetings, and form the basis for price reduction or other consideration in accordance with FAR 52.246-4. Any such adjustments will be processed by the Contracting Officer and result in a formal contract modification.

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.

E.2

CONTRACTOR QUALITY CONTROL (QC)

a. The Contractor shall establish and maintain a Quality Control Program in accordance with the FAR 52.246-4, "INSPECTION OF SERVICES - FIXED PRICE" clause, Section E, to ensure that the work performed under the contract conforms to the contract requirements. The Contractor shall submit to the Contracting Officer, a

Quality Control Plan (QCP) for approval 15 calendar days after award of the contract. A general description of the Contractor's Quality Control (QC) program shall be available for Government review during the preaward survey.

b. The Contractor's QCP shall provide top Contractor management with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations.

c. The QCP shall include:

(1) A description of the Contractor's quality control system. The system must cover all contract services, specify work to be inspected on either a schedule or unscheduled basis, and describe how inspections are to be conducted.

(2) The name(s) and qualifications of the individual(s) responsible for performing the quality control inspections, and the extend of their authority.

(3) Provisions for recording the results of inspections and for recording corrective action taken.

(4) Provisions to update and revise the QCP during the performance of the contract.

d. A file of all Quality Control inspections both performed and scheduled, inspection results, and dates and details of corrective actions taken shall be maintained by the Contractor through the term of this contract. The file shall be the property of the Government and made available to the Contracting Officer during regular working hours. The file shall be turned over to completion/termination of the contract.

E.3

GOVERNMENT QUALITY ASSURANCE (QA)

In accordance with the FAR 52.246-4, "INSPECTION OF SERVICES - FIXED PRICE" clause, Section E, each phase of the 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 Control by the Contractor. All findings of unsatisfactory or non-performed work will be administered in accordance with the "CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES" clause, Section E. 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.

E.4

PERFORMANCE EVALUATION MEETINGS

a. The Contractor shall meet with the Government's representative **monthly** during the first 3 months of the contract. Thereafter, meetings will be as often as necessary at the discretion of the Contracting Officer, but not less than **quarterly**. 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 3 calendar days.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|------|------------|------------|-----------|------------|
| 0001 | N/A | N/A | N/A | Government |
| 0002 | N/A | N/A | N/A | Government |
| 0003 | N/A | N/A | N/A | Government |
| 0004 | N/A | N/A | N/A | Government |
| 0005 | N/A | N/A | N/A | Government |
| 0006 | N/A | N/A | N/A | Government |
| 0007 | N/A | N/A | N/A | Government |
| 0008 | N/A | N/A | N/A | Government |
| 0009 | N/A | N/A | N/A | Government |
| 0010 | N/A | N/A | N/A | Government |

CLAUSES INCORPORATED BY REFERENCE

52.246-15 Certificate of Conformance APR 1984

CLAUSES INCORPORATED BY FULL TEXT

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

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

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

(End of clause)

Section F - Deliveries or Performance

DELIVERIES AND PERFORMANCE

| Section F 0200000 Deliveries or Performance | | | | | | |
|--|------------------------|--|--|---------------------------------------|-----------------------------|--------------|
| DELIVERABLES | | | | | | |
| Spec Item | Form Attachment Number | Deliverable Title | Date (s) of Submission | Distribution | | Frequency |
| | | | | Original | Copies (including original) | |
| 2.2.1.2 | N/A | Request to Work Outside Government's Regular Working Hours | At least seven calendar days prior to requested day. | KO and COR | 1 | As required |
| 2.3.4 | N/A | Permits and Licenses | Before work commences and as requested by the KO. | KO and COR | 1 | As specified |
| 2.3.5 | N/A | Certificate of Insurance | Within 15 calendar days prior to contract start. | KO and COR | 1 | As specified |
| 2.3.5.1 | N/A | Written Notice of cancellation or material change in policy coverage | At least 30 calendar days prior to cancellation or material change in policy coverage | KO and COR | 1 | As required |
| 2.6.1 | N/A | Plans of Action and Milestones (POA&Ms) | Within 15 calendar days prior to contract start and within seven calendar days of changes. | KO, COR, and Command Security Manager | 1 | As required |
| 2.6.1 | N/A | Cybersecurity Incident | Immediately upon discovery during regular working hours and by 0800 the following work day for discoveries after regular working hours | KO, COR, and Command Security Manager | 1 | As required |

| Section F 0200000 Deliveries or Performance | | | | | | |
|--|------------------------|---|--|---|-----------------------------|--------------|
| DELIVERABLES | | | | | | |
| Spec Item | Form Attachment Number | Deliverable Title | Date (s) of Submission | Distribution | | Frequency |
| | | | | Original | Copies (including original) | |
| 2.6.4 | N/A | Scheduling and Work Status Updates | Weekly, within two hours of the inquiry during regular working hours, and by 08:00 the following work day for inquiries after regular working hours | KO and COR | 1 | As Specified |
| 2.6.4 | N/A | Work Schedules | Within 15 calendar days prior to contract start, 10 days prior to the beginning of the month in which services are scheduled to be performance, and within two calendar days of changes. | COR | 1 | Monthly |
| 2.6.5 | N/A | Notification of any Difficulty in Scheduling Work | By the end of each workday | KO and COR | 1 | As required |
| 2.6.6 | N/A | Status of Deliverables | Within 30 minutes of the inquiry during regular working hours, and by 0800 the following work day for inquiries after regular working hours | KO and COR | 1 | As required |
| 2.6.7 | N/A | Service Interruptions | At least five working days in advance | KO and COR | 1 | As required |
| 2.6.8.2 | N/A | Pipe Delimited Flat-File | By the end of each workday | KO or a representative designated by the KO | 1 | Daily |

| Section F 0200000 Deliveries or Performance | | | | | | |
|--|------------------------|---|---|---|-----------------------------|---|
| DELIVERABLES | | | | | | |
| Spec Item | Form Attachment Number | Deliverable Title | Date (s) of Submission | Distribution | | Frequency |
| | | | | Original | Copies (including original) | |
| 2.6.8.2 | N/A | Sample Pipe Delimited Flat-File | Within 30 calendar days prior to contract start. | KO or a representative designated by the KO | 1 | As required to demonstrate the ability to properly format the flat-file |
| 2.6.8.2 | N/A | Asset and Specification Data | When an asset is repaired, replaced, installed, or otherwise affected | KO or a representative designated by the KO | 1 | As required |
| 2.6.9.1 | N/A | Quality Management Plan | Within 15 calendar days prior to contract start. | KO and COR | 1 | As specified |
| 2.6.9.1 | N/A | Revised Quality Management Plan | Within seven calendar days of changes. | KO and COR | 1 | As specified |
| 2.6.9.2 | N/A | QC Inspection File | Within five calendar days of completion/ termination of the contract. | KO and COR | 1 | As specified |
| 2.6.9.3 | N/A | Contractor Quality Inspection and Surveillance Report | First work day of each month. | KO and COR | 1 | Monthly |
| 2.6.10 | N/A | Property Management Plan | Within 45 calendar days after award. | KO and COR | 1 | As specified |
| 2.7.1 | N/A | List of Key Personnel and Qualifications | Within 15 calendar days prior to contract start | KO and COR | 1 | As specified |
| 2.7.1 | N/A | Organizational Chart | Within 15 calendar days prior to contract start | KO and COR | 1 | As specified |
| 2.7.2.6 | N/A | Proof of Legal Residency | Prior to be admitted to site of work. | KO and COR | 1 | As specified |
| 2.7.2.6 | N/A | Proof of United States of America Citizenship | Prior to be admitted to site of work. | KO and COR | 1 | As specified |

| Section F 0200000 Deliveries or Performance | | | | | | |
|--|------------------------|---|--|-------------------------------|-----------------------------|--|
| DELIVERABLES | | | | | | |
| Spec Item | Form Attachment Number | Deliverable Title | Date (s) of Submission | Distribution | | Frequency |
| | | | | Original | Copies (including original) | |
| 2.7.3 | N/A | Service Contract Reporting (SCR) | No later than 31 October | KO and COR | 1 | Annually for labor executed during the period of performance during each Government fiscal year (FY) |
| 2.8.1 | N/A | Employee List | Within 15 calendar days prior to contract start and within seven calendar days of changes. | KO and COR | 1 | As required |
| 2.8.8 | N/A | OF-306 Declaration for Federal Employment and Digital Fingerprints | Prior to commencement of work | KO, COR, and Security Manager | 1 | As required |
| 2.8.9 | N/A | List of personnel requiring access to and the justification for their access to Government IT, OT, and FRCS | Within 15 calendar days prior to contract start and within seven calendar days of changes. | KO, COR, and Security Manager | 1 | As required |
| 2.9.2 | N/A | Accident Prevention Plan | Within 15 calendar days prior to contract start and within seven calendar days of changes. | KO and COR | 1 | As specified |
| 2.9.3 | N/A | Activity Hazard Analysis | Together with the Accident Prevention Plan and within seven calendar days of and changes. | KO and COR | 1 | As specified |

| Section F 0200000 Deliveries or Performance | | | | | | |
|--|------------------------|--|---|--------------|-----------------------------|--------------|
| DELIVERABLES | | | | | | |
| Spec Item | Form Attachment Number | Deliverable Title | Date (s) of Submission | Distribution | | Frequency |
| | | | | Original | Copies (including original) | |
| 2.9.4 | N/A | Compliance Plans, Programs, and Procedures | Together with the Accident Prevention Plan and within seven calendar days of and changes. | KO and COR | 1 | As specified |
| 2.9.4.6 | N/A | Control of Hazardous Energy (lockout/tagout) | Within 30 calendar days after annual inspection. | KO and COR | 1 | Annually |
| 2.9.6 | J-0200000-05-02 | NAVFAC Contractor Incident Reporting System (CIRS) | Within five calendar days of accident. | KO and COR | 1 | As required |
| 2.9.6 | J-0200000-05-03 | Weight Handling Equipment Accident Report | Within 15 working days of accident. | KO and COR | 1 | As required |
| 2.9.6 | J-0200000-05-04 | Crane and Rigging Gear Near Miss Report | Within 15 working days of accident. | KO and COR | 1 | As required |
| 2.9.8 | N/A | Monthly On-Site Labor Report | First work day of each month. | KO and COR | 1 | Monthly |
| 2.9.9 | N/A | OSHA Citations and Violations Corrective Action Report | Within 48 hours after receiving a citation. | KO and COR | 1 | As required |
| 2.9.10 | N/A | Safety Inspection and Monitoring Report | Upon request. | KO and COR | 1 | As required |
| 2.9.11 | N/A | Safety Certifications | Within 15 calendar days prior to contract start and as old certifications, expire. | KO and COR | 1 | As specified |
| 2.10 | N/A | EMS Goals and Policy Measurement Information | Upon request. | KO and COR | 1 | As required |
| 2.10.1.1 | N/A | Water Conservation Plan | Within 15 calendar days after award and for changes. | KO and COR | 1 | As specified |

| Section F 0200000 Deliveries or Performance | | | | | | |
|--|------------------------|---|--|--------------|-----------------------------|--|
| DELIVERABLES | | | | | | |
| Spec Item | Form Attachment Number | Deliverable Title | Date (s) of Submission | Distribution | | Frequency |
| | | | | Original | Copies (including original) | |
| 2.10.2 | N/A | Environmental Protection Plan | Within 15 calendar days prior to contract start and within seven calendar days of changes. | KO and COR | 1 | As specified |
| 2.10.2.1 | N/A | List of ODS Equipment | At start of contract and as requested | KO and COR | 2 | As specified |
| 2.10.2.1 | N/A | List of names of EPA ODS Certified Technicians | At start of contract and as requested | KO and COR | 2 | As specified |
| 2.10.2.1 | N/A | Refrigerant Records Report | Within five calendar days of the month after quarter and 10 days before the end of the final contract option year. | KO and COR | 2 | Quarterly and at contract conclusion/termination |
| 2.10.2.1 | N/A | Leak Rate Calculations Report | Within five calendar days of each month | KO and COR | 1 | Monthly |
| 2.10.2.1 | N/A | Class I and II ODS Report | Within 24 hours following delivery of refrigerant to DLA | KO and COR | 1 | As required |
| 2.10.2.2 | N/A | Solid Waste Management and Recycling Reports | First work day of each month. | KO and COR | 1 | Monthly |
| 2.10.2.2 | N/A | Summary Solid Waste Management and Recycling Report | By October 10th | KO and COR | 1 | Annually |
| 2.10.2.4 | N/A | Waste Stream Determination | Within 30 calendar days prior to start of contract performance and within 14 days of identification of any new waste stream. | KO and COR | 1 | As required |

| Section F 0200000 Deliveries or Performance | | | | | | |
|--|------------------------|---|---|--------------------------|-----------------------------|--------------|
| DELIVERABLES | | | | | | |
| Spec Item | Form Attachment Number | Deliverable Title | Date (s) of Submission | Distribution | | Frequency |
| | | | | Original | Copies (including original) | |
| 2.10.2.6 | N/A | Fuel and hazardous substance spill notification | Within 15 minutes of discovery | Regional Dispatch Center | 1 | As required |
| 2.10.2.6 | N/A | Fuel and hazardous substance spill notification | As soon as possible but not more 24 hours of discovery | KO and COR | 1 | As required |
| 2.10.2.6 | N/A | Fuel and hazardous substance spill report | Within 48 hours of discovery | KO and COR | 1 | As required |
| 2.10.2.7 | N/A | Emergency Planning and Community Right-To-Know Act (EPCRA) Report | Within 15 calendar days prior to contract start and not less than 10 working days prior to planned use of hazardous material. | KO and COR | 1 | As specified |
| 2.10.2.7 | J-0200000-13 | Contractor Hazardous Material Inventory Log | Within 15 calendar days after the end of each calendar year and at termination of the contract. | KO and COR | 1 | Annually |
| 2.10.2.11 | N/A | Asbestos Containing Material (ACM) | Verbally notify the KO and COR within one hour and follow-up with written Notification within 24 hours | KO and COR | 1 | As specified |
| 2.10.3 | N/A | Sustainable Procurement and Practices Plan | Within 15 calendar days prior to contract start and within 15 calendar days after exercised option periods. | KO and COR | 1 | Annually |
| 2.10.3 | N/A | Sustainable Delivery of Services Report | Within five calendar days after each contract period. | KO and COR | 1 | Annually |

| Section F 0200000 Deliveries or Performance | | | | | | |
|--|------------------------|---|--|--------------|-----------------------------|--|
| DELIVERABLES | | | | | | |
| Spec Item | Form Attachment Number | Deliverable Title | Date (s) of Submission | Distribution | | Frequency |
| | | | | Original | Copies (including original) | |
| 2.10.3.2 | N/A | Recovered Material Certification | As specified | KO and COR | 1 | When a product containing recovered materials is equal to or better than the original and could be used. |
| 2.11 | N/A | Mission Essential Contractor Services Plan | Within 15 calendar days prior to contract start and within seven calendar days of changes. | KO and COR | 1 | As Required |
| 2.11 | N/A | Mission Critical/Mission Essential Personnel | Within 15 calendar days prior to contract start and within seven calendar days of changes. | KO and COR | 1 | As specified |
| 2.12 | N/A | Technical Library Table of Contents | Within 15 calendar days after contract start and within seven calendar days of changes | KO and COR | 1 | As specified |
| 2.14.1 | N/A | Recurring Work Proposals | Within five calendar days following receipt of request | KO and COR | 1 | As required |
| 2.14.2 | N/A | Notification to the Government for Work Above the Recurring Work Limitations and Rough Order of Magnitude | Within two hours of identification | KO and COR | 1 | As required |
| 2.15.1.1 | N/A | Non-Recurring Work Quantities Ordered via FedMall | By the fifth day of the following month | KO and COR | 1 | Monthly |

| Section F 0200000 Deliveries or Performance | | | | | | |
|--|------------------------|------------------------------|--|--------------|-----------------------------|-------------|
| DELIVERABLES | | | | | | |
| Spec Item | Form Attachment Number | Deliverable Title | Date (s) of Submission | Distribution | | Frequency |
| | | | | Original | Copies (including original) | |
| 2.15.2.1 | N/A | Non-Recurring Work Proposals | Within two working days following receipt of request | KO | 1 | As required |

1502000 – Facility Investment

SECTION F: DELIVERIES OR PERFORMANCE

| DELIVERABLES | | | | | | |
|---------------------|------------------------|---|--|---------------------|---|---|
| Annex/ Spec Item | Form Attachment Number | Deliverable Title | Date (s) of Submission | Distribution | | Frequency |
| | | | | Original/ Copies | Number of Copies (including original) | |
| 1502000/ 2.2.1 | N/A | Certification and Licenses | Within 15 days after award or as requested by the KO | KO | 1 | Once for initial submittal, then as requested |
| 1502000/ 3.1 | J-1502000-08 | Service Order Tracking Form | First work day of each month | KO | 2 | Monthly |
| 1502000/ 3.2 | N/A | Preventive Maintenance Program Plan | 30 calendar days after contract award | KO | 2 | Annually |
| 1502000/ 3.2 | N/A | Monthly PM Work Schedule | Five work days prior to the beginning of each month | KO | 1 | Monthly |
| 1502000/ 3.3 | N/A | Other Recurring Services Program Summary Report | First work day of each month | KO | 2 | Monthly |

1503010 – Custodial Services

SECTION F: DELIVERIES OR PERFORMANCE

| Section F – 1503010 Custodial | | | | | | |
|----------------------------------|------|-------------------|--|--------------|--|-----------|
| DELIVERABLES | | | | | | |
| Annex/ | Form | Deliverable Title | | Distribution | | Frequency |

| Spec Item | Attachment Number | | Date (s) of Submission | Original/ Copies | Number of Copies (including original) | |
|----------------|-------------------|--|---|------------------|---------------------------------------|---|
| 1503010/ 2.2.1 | N/A | Pathogen Training Certificates | Upon request | KO/COR | 1 | Upon request |
| 1503010/ 3.1 | N/A | Annual Work Schedule | Within 15 calendar days prior to contract start | KO/COR | 2 | Annually and five calendar days prior to implementing any changes to the schedule |
| 1503010/ 3.1 | N/A | Monthly Work Plan | First work day of each month and five calendar days prior to implementing any changes to the schedule | KO/COR | 2 | Monthly |
| 1503010/ 3.1 | J-1503010-XX | Custodial Cleaning Standard Smartcard Template | Within 15 calendar days prior to contract start | KO/COR | 2 | Annually and five calendar days prior to implementing any changes to the schedule |
| 1503010/ 3.2 | N/A | Custodial Service Order Report | First work day of each month | KO/COR | 2 | Monthly |

1503020 – Pest Control

SECTION F: DELIVERIES OR PERFORMANCE

| DELIVERABLES | | | | | | |
|-----------------|------------------------|--|--|------------------|---------------------------------------|-------------|
| Annex/Spec Item | Form Attachment Number | Deliverable Title | Date(s) of Submission | Distribution | | Frequency |
| | | | | Original/ Copies | Number of Copies (including original) | |
| 1503020/2.2.1 | N/A | Copy of State Certification for Contractor Personnel | 15 calendar days prior to start of work. Copies of renewed certifications shall also be submitted. | KO, PAR, PMC | 3 | As required |

| DELIVERABLES | | | | | | |
|-----------------|------------------------|--|---|------------------|---------------------------------------|---|
| Annex/Spec Item | Form Attachment Number | Deliverable Title | Date(s) of Submission | Distribution | | Frequency |
| | | | | Original/ Copies | Number of Copies (including original) | |
| 1503020/2.3.1 | N/A | Copy of Local/State Business License | Prior to contract award. Copies of renewed licenses shall also be submitted. | KO, PAR | 2 | 1 per state |
| 1503020/2.3.2 | N/A | Permits | 5 days prior to the start of work requiring permits. | KO, PAR | 2 | As required |
| 1503020/2.3.4 | N/A | Ultra-Low Volume (ULV) Equipment Calibration and Droplet Analysis Report | 15 days prior to the start of work and thereafter every 50 hours of ULV equipment use. | KO, PAR | 2 | As required |
| 1503020/2.3.5 | J-1503020-02 | Planned Pesticide Use Sheets including Pesticide Labels and Safety Data Sheets (SDS) | With the proposal. Note: Any proposed changes in pesticide usage shall be submitted for approval at least 10 business days in advance of pesticide use. | KO, PAR, PMC | 3 | 1 for each pesticide per pest as required |
| 1503020/3 | N/A | Contractor's Work Plan | With the proposal. | KO, PAR | 2 | 1 per proposal |
| 1503020/3 | N/A | Report of Conditions Conducive to Pest Infestation | 1 working day after citing conditions. | KO, PAR | 2 | As required |
| 1503020/3, 4 | J-1503020-12 | Five-year Termite Treatment Warranties | 10 days following the treatment. | KO, PAR | 2 | As required |

| DELIVERABLES | | | | | | |
|-----------------|------------------------|---|---|--|---------------------------------------|-------------|
| Annex/Spec Item | Form Attachment Number | Deliverable Title | Date(s) of Submission | Distribution | | Frequency |
| | | | | Original/ Copies | Number of Copies (including original) | |
| 1503020/3, 4 | J-1503020-08 | Termite and Wood Decay Inspection (DD Form 1070) (per the appropriate Pest Group Sheet) | 10 working days after inspection completed. | KO, PAR | 2 | As required |
| 1503020/3, 4 | J-1503020-07 | Adult Mosquito Catch (per the appropriate Pest Group Sheet) | The same day as collected in a labeled, resealable plastic bag. | Installation Preventive Medicine Department, KO, PAR | 2 | As required |
| 1503020/3, 4 | J-1503020-07 | Larval Mosquito Survey Report (per the appropriate Pest Group Sheet) | Within 1 day of the survey. | KO, PAR | 2 | As required |
| 1503020/3, 4 | J-1503020-06 | Stored Product Pest Survey (per the appropriate Pest Group Sheet) | Within 1 day of the survey. | KO, PAR | 2 | As required |
| 1503020/3, 4 | N/A | Pharaoh Ant Treatment: Floor Plan Diagram (per the appropriate Pest Group Sheet) | 2 calendar days prior to beginning the treatment. | KO, PAR | 2 | As required |
| 1503020/3, 4 | J-1503020-07 | Tick Survey Report (per the appropriate Pest Group Sheet) | Within 1 day of the survey. | Installation Preventive Medicine Department, KO, PAR | 3 | As required |
| 1503020/3, 4 | J-1503020-09 | Mole Cricket Survey Report (per the appropriate Pest Group Sheet) | Within 1 day of the survey. | KO, PAR | 2 | As required |
| 1503020/3, 4 | J-1503020-07 | Aerial Spray Operations - FAA Approval (per the appropriate Pest Group Sheet) | 24 hours prior to performing aerial operations. | KO, PAR | 2 | As required |

| DELIVERABLES | | | | | | |
|-----------------|------------------------|--------------------------------------|--|------------------|---------------------------------------|-----------|
| Annex/Spec Item | Form Attachment Number | Deliverable Title | Date(s) of Submission | Distribution | | Frequency |
| | | | | Original/ Copies | Number of Copies (including original) | |
| 1503020/3.3 | J-1503020-13 | Report of Pest Management Operations | Electronically once per month by the 15th of the following month (Example: July data must be submitted by August 15) on the format approved by PMC. | KO, PAR, PMC | 3 | Monthly |

1503030 – Integrated Solid Waste Management

SECTION F: DELIVERIES OR PERFORMANCE

| DELIVERABLES | | | | | | |
|------------------|------------------------|---------------------------------|------------------------|------------------|---------------------------------------|------------------------------|
| Annex/ Spec Item | Form Attachment Number | Deliverable Title | Date (s) of Submission | Distribution | | Frequency |
| | | | | Original/ Copies | Number of Copies (including original) | |
| 1503030 / 2.3.1 | N/A | Weight Tickets | As specified | KO | 12 | With invoice/Monthly |
| 1503030 / 3.1 | N/A | Solid Waste Collection Schedule | As specified | KO | 1 | 15 days after award/Annually |

1503050 – Grounds Maintenance and Landscaping

| Section F – 1503050 Grounds Maintenance and Landscaping | | | | | | |
|--|------------------------|--|--|---------------|-----------------------------|---|
| DELIVERABLES | | | | | | |
| Spec Item | Form Attachment Number | Deliverable Title | Date (s) of Submission | Distribution | | Frequency |
| | | | | Original | Copies (including original) | |
| 1503050/ 2.3.2.1 | N/A | Planned Pesticide/ Herbicide Use Sheets including Pesticide/ Herbicide Labels and Safety Data Sheets (SDS) | Within 15 calendar days prior to contract start and at least 10 business days for any proposed changes. | KO, COR, PPMC | 3 | Annually for each pesticide/herbicide, as required. |
| 1503050/ 2.3.2.6 | N/A | Pest Management Operations Report | Electronically by the 15th of the following month (Example: July data must be submitted by August 15) on the format approved by PMC. | KO, COR, PPMC | 2 | Monthly |
| 1503050/ 3 | N/A | SDS sheets, catalog cut sheets, samples of all proposed fertilizers, and mulch | Prior to bringing on-board installation and prior to use | KO/COR | 2 | As Required |
| 1503050/ 3.1 | N/A | Soil Analysis | Within 15 days after receipt of the test results by the Contractor | KO/COR | 2 | As Required |
| 1503050/ 3.1.1.1 | N/A | Mowing and Trimming Schedule | Within 15 calendar days after award / Annually | KO/COR | 2 | Annually, five calendar days prior to implementing any changes to the schedule, and As Required |
| 1503050/ 3.1.1.2 | N/A | Edging Schedule | Within 15 calendar days after award / Annually | KO/COR | 2 | Annually, five calendar days prior to implementing any changes to the schedule, and As Required |

| Section F – 1503050 Grounds Maintenance and Landscaping | | | | | | |
|--|------------------------|--|--|--------------|-----------------------------|---|
| DELIVERABLES | | | | | | |
| Spec Item | Form Attachment Number | Deliverable Title | Date (s) of Submission | Distribution | | Frequency |
| | | | | Original | Copies (including original) | |
| 1503050/ 3.1.1.3 | N/A | Lawn Maintenance Schedule | Within 15 calendar days after award / Annually | KO/COR | 2 | Annually, five calendar days prior to implementing any changes to the schedule, and As Required |
| 1503050/ 3.1.2 | N/A | Control of Undesired Vegetation Schedule | Within 15 calendar days after award / Annually | KO/COR | 2 | Annually, five calendar days prior to implementing any changes to the schedule, and As Required |
| 1503050/ 3.1.4 | N/A | Debris Removal Schedule | Within 15 calendar days after award / Annually | KO/COR | 2 | Annually, five calendar days prior to implementing any changes to the schedule, and As Required |
| 1503050/ 3.1.5 | N/A | Shrub and Hedge Maintenance Schedule | Within 15 calendar days after award / Annually | KO/COR | 2 | Annually, five calendar days prior to implementing any changes to the schedule, and As Required |
| 1503050/ 3.1.6 | N/A | Plant Maintenance Schedule | Within 15 calendar days after award / Annually | KO/COR | 2 | Annually, five calendar days prior to implementing any changes to the schedule, and As Required |
| 1503050/ 3.1.7 | N/A | Plant Bed Maintenance Schedule | Within 15 calendar days after award / Annually | KO/COR | 2 | Annually, five calendar days prior to implementing any changes to the schedule, and As Required |
| 1503050/ 3.1.8 | N/A | Tree Maintenance Schedule | Within 15 calendar days after award / Annually | KO/COR | 2 | Annually, five calendar days prior to implementing any changes to the schedule, and As Required |
| 1503050/ 3.1.9 | N/A | Artificial Turf Maintenance Schedule | Within 15 calendar days after award / Annually | KO/COR | 2 | Annually, five calendar days prior to implementing any changes to the |

| Section F – 1503050 Grounds Maintenance and Landscaping | | | | | | |
|--|------------------------|--|--|--------------|-----------------------------|---|
| DELIVERABLES | | | | | | |
| Spec Item | Form Attachment Number | Deliverable Title | Date (s) of Submission | Distribution | | Frequency |
| | | | | Original | Copies (including original) | |
| | | | | | | schedule, and As Required |
| 1503050/ 3.1.10 | N/A | Xeriscape Area Maintenance Schedule | Within 15 calendar days after award / Annually | KO/COR | 2 | Annually, five calendar days prior to implementing any changes to the schedule, and As Required |
| 1503050/ 3.1.11.3 | N/A | Filtterra® Maintenance Plan Schedule | Within 15 calendar days after award / Annually | KO/COR | 2 | Annually, five calendar days prior to implementing any changes to the schedule, and As Required |
| 1503050/ 3.1.12 | N/A | Parking Lot Vegetation Maintenance Plan | Within 15 calendar days after award / Annually | KO/COR | 2 | Annually, five calendar days prior to implementing any changes to the schedule, and As Required |
| 1503050/ 3.2.1 | N/A | Grounds Care Schedule | Within 15 calendar days after award / Annually | KO/COR | 2 | Annually, five calendar days prior to implementing any changes to the schedule, and As Required |
| 1503050/ 3.2.2 | N/A | Tree Control Schedule | Within 15 calendar days after award / Annually | KO/COR | 2 | Annually, five calendar days prior to implementing any changes to the schedule, and As Required |
| 1503050/ 3.2.3 | N/A | Control of Undesired Vegetation Schedule | Within 15 calendar days after award / Annually | KO/COR | 2 | Annually, five calendar days prior to implementing any changes to the schedule, and As Required |
| 1503050/ 3.2.4 | N/A | Plan for Maintaining Wet, Low, Lying, and Swampy Areas | Within 15 calendar days after award / Annually | KO/COR | 2 | Annually, five calendar days prior to implementing any changes to the schedule, and As Required |

| Section F – 1503050 Grounds Maintenance and Landscaping | | | | | | |
|--|------------------------|--|--|--------------|-----------------------------|---|
| DELIVERABLES | | | | | | |
| Spec Item | Form Attachment Number | Deliverable Title | Date (s) of Submission | Distribution | | Frequency |
| | | | | Original | Copies (including original) | |
| 1503050/3.2.4.3 | N/A | Filterra® Maintenance Plan Schedule | Within 15 calendar days after award / Annually | KO/COR | 2 | Annually, five calendar days prior to implementing any changes to the schedule, and As Required |
| 1503050/3.2.5 | N/A | Parking Lot Vegetation Maintenance Plan | Within 15 calendar days after award / Annually | KO/COR | 2 | Annually, five calendar days prior to implementing any changes to the schedule, and As Required |
| 1503050/3.3.1 | N/A | Control of Undesired Vegetation Schedule | Within 15 calendar days after award / Annually | KO/COR | 2 | Annually, five calendar days prior to implementing any changes to the schedule, and As Required |
| 1503050/3.3.2 | N/A | Tree Control Schedule | Within 15 calendar days after award / Annually | KO/COR | 2 | Annually, five calendar days prior to implementing any changes to the schedule, and As Required |

F.1

LOCATION

The work shall be located at Fort Pickett, Blackstone, VA and Fort A.P. Hill, VA, as identified herein (Section C and Attachment J).

F.2

PERFORMANCE PERIOD OF CONTRACT

The contract term shall be for a period of 12 months commencing 30 days after notice/date of award. The Government has the option to extend the term of the contract in accordance with the "OPTION TO EXTEND THE TERM OF THE CONTRACT - SERVICES FAR 52.217-9 (MAR 2000) clause, Section I". In the option periods the Government will adjust the prices, as required, based on new Department of Labor Wage Rate Determinations.

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | DODAAC / CAGE |
|------|---------------|----------|-----------------|---------------|
| 0001 | N/A | N/A | N/A | N/A |
| 0002 | N/A | N/A | N/A | N/A |
| 0003 | N/A | N/A | N/A | N/A |
| 0004 | N/A | N/A | N/A | N/A |
| 0005 | N/A | N/A | N/A | N/A |
| 0006 | N/A | N/A | N/A | N/A |
| 0007 | N/A | N/A | N/A | N/A |
| 0008 | N/A | N/A | N/A | N/A |
| 0009 | N/A | N/A | N/A | N/A |
| 0010 | N/A | N/A | N/A | N/A |

CLAUSES INCORPORATED BY REFERENCE

52.246-15 Certificate of Conformance APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved, and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

(End of clause)

Section G - Contract Administration Data

CONTRACT ADMINISTRATIONG.1 – Contract Administration

This solicitation will result in the award of one contract. Upon award of this contract, Contract Administration shall be assigned to the following Facilities Contracting Department:

NAVAC Mid-Atlantic, PWD Little Creek
FEAD, Acquisition Branch
1450 Gator Blvd, Suite 150
Virginia Beach, VA 23459

G.2 - 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 today out of said contract.

G.3 - Contracting Officer Authority

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government.

G.4 – Substitution of Key Personnel

The Contractor shall provide complete resumes for proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer 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.

CLAUSES INCORPORATED BY FULL TEXT

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

TO BE COMPLETED AT TIME OF AWARD

(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):

(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.

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(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.

(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 item financing, submit a commercial item 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 | _____ |
| Issue By DoDAAC | _____ |
| Admin DoDAAC** | _____ |
| Inspect By DoDAAC | _____ |
| Ship To Code | _____ |
| Ship From Code | _____ |
| Mark For Code | _____ |
| Service Approver (DoDAAC) | _____ |
| Service Acceptor (DoDAAC) | _____ |
| Accept at Other DoDAAC | _____ |
| LPO DoDAAC | _____ |
| DCAA Auditor DoDAAC | _____ |
| Other DoDAAC(s) | _____ |

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

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(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.

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

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

(End of clause)

Section H - Special Contract Requirements

H.2

Non-Recurring Quantities

Once the estimated quantities for individual line items shown in the exhibit for the Non-Recurring portion 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.

H.3

Contractor Support of Electronic Contracting (FedMall)

The contractor is required to offer indefinite quantity (IQ) pre-priced line item services to authorized Government personnel when they are ordering the work directly via the Governmentwide 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 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 is required to receive electronic IQ orders from the 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 the 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 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."

(c) Paragraphs (a) and (b) above apply to both new solicitations and to existing contracts awarded without the FedMall clause and provision.

(d) FedMall orders will not exceed the SAT for services. FedMall orders for construction work is not allowed.

(e) Unless an exception in paragraph (f) below applies, no IDIQ orders will be accepted for processing through a NAVFAC contract's office that can be ordered directly by the client through FedMall unless approved by a waiver. It is the intent that IDIQ contracts will be placed on FedMall. If a contract has been posted on FedMall and a client requests a task order be issued not using FedMall, a waiver by the Echelon III/IV CCO is required for each

order. In no case shall the waiver process be utilized to provide a customer the flexibility to circumvent use of FedMall. Use of blanket delivery orders will only be utilized when a waiver has been granted by the Echelon III/IV CCO.

(f) An exception to paragraph (e) above may be made at the discretion of the contracting officer, in coordination with the appropriate technical authority, when:

(1) Service requirements warrant additional contractual and technical oversight due to complexity of the work involved (e.g., crane/technical/safety oversight or similar considerations); or

(2) The client does not have GCPC authority to place FedMall orders valued above the micro-purchase threshold.

Written justification by the contracting officer and appropriate technical authority shall be required prior to issuing an IDIQ order. The written justification shall be included in the contract file and a copy provided to the Echelon III/IV CCO to ensure this exception is applied prudently.

H.4

Wildlife Preservation

Before commencing work which may disturb wildlife, the Contractor shall obtain all necessary state, local and federal permits.

H.5

Consequences Of Contractor's Failure to Perform Required Services

The Contractor shall perform all of the contract requirements. The Government will inspect and assess Contractor performance in accordance with FAR 52.246-4, INSPECTION OF SERVICES – FIXED PRICE and the Section E provision entitled GOVERNMENT PERFORMANCE ASSESSMENT. The Government will require reperformance, withhold payment, or seek other suitable consideration for unsatisfactory or non-performed work. When defects can't be corrected by re-performance, the Government may reduce the price to reflect the reduced value of services performed.

(a) **PROCEDURES.** In the case of unsatisfactory or nonperformed work, the Government:

(1) may give the Contractor written notice of observed deficiencies prior to withholding payment for unsatisfactory or non-performed work and/or assessing liquidated damages. Such written notice shall not be a prerequisite for withholding payment for nonperformed work. The Government may specify, as provided for below, that liquidated damages can be assessed against the Contractor. Such liquidated damages are to compensate the Government for administrative costs and other expenses resulting from the unsatisfactory or nonperformed work.

(2) may, at its option, allow the Contractor an opportunity to re-perform the unsatisfactory or nonperformed work, at no additional cost to the Government. In the case of daily work, corrective action must be completed within **two** hours of notice to the Contractor. In the case of other work, corrective action must be completed within **twenty-four** hours of notice. In addition, the Government can assess liquidated damages, as referenced above, in the amount of **15** percent of the value of all observed defects. The original inspection results of the Contractor's work will not be modified upon re-inspection. However, the Contractor will be paid for satisfactorily re-performed work.

(3) shall withhold from the Contractor's invoice all amounts associated with the unsatisfactory or nonperformed work at the prices set out in the Schedule or provided by other provisions of this contract, unless the

Contractor is required to re-perform and satisfactorily complete the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of **15** percent of the value of all observed defects.

(4) may, at its option, perform the work by Government personnel or by other means. The Government will reduce the amount of payment to the Contractor, by the amount paid to any Government personnel (based on wages, retirement and fringe benefits) plus material, or by the actual costs incurred to accomplish the work by other means. If the actual costs cannot be readily determined, the prices set out in the Schedule will be used as the basis for the deduction. In addition, the Government can assess liquidated damages, as referenced above, in the amount of **15** percent of the computed cost.

(b) The Contractor is responsible for maintaining an effective Quality Control Program during the course of the contract. Failure to maintain adequate quality control may result in Termination for Default.

(c) Re-performance by the Contractor does not waive the Government's right to terminate for nonperformance in accordance with FAR clause 52.249-8, "DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)" of Section I and all other remedies for default as may be provided by law.

H.1

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.

Section I - Contract Clauses

CONFLICTS OF INTEREST

The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontracts under this contract. If the Contractor under this contract prepares or assists in preparing a statement of work, specifications and plans, the Contractor and its affiliates shall be ineligible to bid or participate, in any capacity, in any contractual effort which is based on such statement of work or specifications and plans as a prime contractor, subcontractor, consultant or in any similar capacity. The Contractor shall not incorporate its products or services in such statement of work or specification unless so directed in writing by the Contracting Officer, in which case the restriction shall not apply. This contract shall include this clause in its subcontractor's or consultants' agreements concerning the performance of this contract.

CLAUSES INCORPORATED BY REFERENCE

| | | |
|-----------|--|----------|
| 52.202-1 | Definitions | JUN 2020 |
| 52.203-3 | Gratuities | APR 1984 |
| 52.203-5 | Covenant Against Contingent Fees | MAY 2014 |
| 52.203-6 | Restrictions On Subcontractor Sales To The Government | JUN 2020 |
| 52.203-7 | Anti-Kickback Procedures | JUN 2020 |
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity | MAY 2014 |
| 52.203-10 | Price Or Fee Adjustment For Illegal Or Improper Activity | MAY 2014 |
| 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 |
| 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards | JUN 2020 |
| 52.204-13 | System for Award Management Maintenance | OCT 2018 |
| 52.204-21 | Basic Safeguarding of Covered Contractor Information Systems | NOV 2021 |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | NOV 2021 |
| 52.209-9 | Updates of Publicly Available Information Regarding Responsibility Matters | OCT 2018 |
| 52.209-10 | Prohibition on Contracting With Inverted Domestic Corporations | NOV 2015 |
| 52.211-15 | Defense Priority And Allocation Requirements | APR 2008 |
| 52.215-2 | Audit and Records--Negotiation | JUN 2020 |
| 52.215-8 | Order of Precedence--Uniform Contract Format | OCT 1997 |
| 52.215-11 | Price Reduction for Defective Certified Cost or Pricing Data--Modifications | JUN 2020 |
| 52.215-12 | Subcontractor Certified Cost or Pricing Data | JUN 2020 |
| 52.215-13 | Subcontractor Certified Cost or Pricing Data--Modifications | JUN 2020 |
| 52.215-14 | Integrity of Unit Prices | NOV 2021 |
| 52.215-19 | Notification of Ownership Changes | OCT 1997 |

| | | |
|-----------|---|----------|
| 52.215-21 | Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications | NOV 2021 |
| 52.219-8 | Utilization of Small Business Concerns | OCT 2018 |
| 52.222-1 | Notice To The Government Of Labor Disputes | FEB 1997 |
| 52.222-3 | Convict Labor | JUN 2003 |
| 52.222-4 | Contract Work Hours and Safety Standards - Overtime Compensation | MAY 2018 |
| 52.222-21 | Prohibition Of Segregated Facilities | APR 2015 |
| 52.222-26 | Equal Opportunity | SEP 2016 |
| 52.222-35 | Equal Opportunity for Veterans | JUN 2020 |
| 52.222-36 | Equal Opportunity for Workers with Disabilities | JUN 2020 |
| 52.222-37 | Employment Reports on Veterans | JUN 2020 |
| 52.222-40 | Notification of Employee Rights Under the National Labor Relations Act | DEC 2010 |
| 52.222-41 | Service Contract Labor Standards | AUG 2018 |
| 52.222-43 | Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts) | AUG 2018 |
| 52.222-50 | Combating Trafficking in Persons | NOV 2021 |
| 52.222-54 | Employment Eligibility Verification | MAY 2022 |
| 52.222-62 | Paid Sick Leave Under Executive Order 13706 | JAN 2022 |
| 52.223-5 | Pollution Prevention and Right-to-Know Information | MAY 2011 |
| 52.223-6 | Drug-Free Workplace | MAY 2001 |
| 52.223-10 | Waste Reduction Program | MAY 2011 |
| 52.223-11 | Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons. | JUN 2016 |
| 52.223-12 | Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners. | JUN 2016 |
| 52.223-18 | Encouraging Contractor Policies To Ban Text Messaging While Driving | JUN 2020 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | FEB 2021 |
| 52.225-25 | Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications. | JUN 2020 |
| 52.226-1 | Utilization Of Indian Organizations And Indian-Owned Economic Enterprises | JUN 2000 |
| 52.227-1 | Authorization and Consent | JUN 2020 |
| 52.227-2 | Notice And Assistance Regarding Patent And Copyright Infringement | JUN 2020 |
| 52.228-5 | Insurance - Work On A Government Installation | JAN 1997 |
| 52.229-3 | Federal, State And Local Taxes | FEB 2013 |
| 52.230-2 | Cost Accounting Standards | JUN 2020 |
| 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 |
| 52.232-23 | Assignment Of Claims | MAY 2014 |
| 52.232-25 | Prompt Payment | JAN 2017 |
| 52.232-33 | Payment by Electronic Funds Transfer--System for Award Management | OCT 2018 |
| 52.232-37 | Multiple Payment Arrangements | MAY 1999 |
| 52.232-39 | Unenforceability of Unauthorized Obligations | JUN 2013 |
| 52.233-1 | Disputes | MAY 2014 |
| 52.233-4 | Applicable Law for Breach of Contract Claim | OCT 2004 |

| | | |
|----------------|--|----------|
| 52.242-13 | Bankruptcy | JUL 1995 |
| 52.243-1 Alt I | Changes--Fixed Price (Aug 1987) - Alternate I | APR 1984 |
| 52.244-6 | Subcontracts for Commercial Products and Commercial Services | JAN 2022 |
| 52.245-1 | Government Property | SEP 2021 |
| 52.245-2 | Government Property Installation Operation Services | APR 2012 |
| 52.246-25 | Limitation Of Liability--Services | FEB 1997 |
| 52.249-2 | Termination For Convenience Of The Government (Fixed-Price) | APR 2012 |
| 52.249-8 | Default (Fixed-Price Supply & Service) | APR 1984 |
| 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 |
| 252.203-7001 | Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies | DEC 2008 |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights | SEP 2013 |
| 252.204-7000 | Disclosure Of Information | OCT 2016 |
| 252.204-7003 | Control Of Government Personnel Work Product | APR 1992 |
| 252.204-7008 | Compliance With Safeguarding Covered Defense Information Controls | OCT 2016 |
| 252.204-7009 | Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information | OCT 2016 |
| 252.204-7012 | Safeguarding Covered Defense Information and Cyber Incident Reporting | DEC 2019 |
| 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 |
| 252.219-7010 | Notification of Competition Limited to Eligible 8(a) Participants -- Partnership Agreement | OCT 2019 |
| 252.219-7011 | Notification to Delay Performance | JUN 1998 |
| 252.223-7004 | Drug Free Work Force | SEP 1988 |
| 252.223-7006 | Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials | SEP 2014 |
| 252.225-7001 | Buy American And Balance Of Payments Program-- Basic | JUN 2022 |
| 252.225-7002 | Qualifying Country Sources As Subcontractors | MAR 2022 |
| 252.225-7012 | Preference For Certain Domestic Commodities | APR 2022 |
| 252.225-7031 | Secondary Arab Boycott Of Israel | JUN 2005 |
| 252.225-7048 | Export-Controlled Items | JUN 2013 |
| 252.226-7001 | Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns | APR 2019 |
| 252.231-7000 | Supplemental Cost Principles | DEC 1991 |
| 252.232-7007 | Limitation Of Government's Obligation | APR 2014 |
| 252.232-7009 | Mandatory Payment by Governmentwide Commercial Purchase Card | MAY 2018 |
| 252.232-7010 | Levies on Contract Payments | DEC 2006 |
| 252.243-7001 | Pricing Of Contract Modifications | DEC 1991 |
| 252.243-7002 | Requests for Equitable Adjustment | DEC 2012 |
| 252.244-7000 | Subcontracts for Commercial Items | JAN 2021 |
| 252.245-7001 | Tagging, Labeling, and Marking of Government-Furnished Property | APR 2012 |
| 252.247-7022 | Representation of Extent of Transportation by Sea. | JUN 2019 |
| 252.247-7023 | Transportation of Supplies by Sea | FEB 2019 |

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)

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

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

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means--

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means--

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(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. The Contractor is prohibited from providing to the Government 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. 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.

(c) Exceptions. This clause does not prohibit contractors from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

52.216-18 ORDERING. (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from through [insert dates].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when--

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either--

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$2,500.00** (insert dollar figure or quantity), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of **\$300,000.00** (insert dollar figure or quantity);

(2) Any order for a combination of items in excess of **\$5,000,000.00** (insert dollar figure or quantity); or

(3) A series of orders from the same ordering office within **30** days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **5** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(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 **the date listed on the final task order.**

(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 provided that the Government gives the Contractor a preliminary written notice of its intent to extend 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)

52.219-14 LIMITATIONS ON SUBCONTRACTING (SEP 2021)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. Similarly situated entity, as used in this clause, means a first-tier subcontractor, including an independent contractor, that--

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to--

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

- (2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);
- (3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;
- (4) Orders expected to exceed the simplified acquisition threshold and that are--
- (i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
 - (ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);
- (5) Orders, regardless of dollar value, that are--
- (i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
 - (ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and
- (6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.
- (d) Independent contractors. An independent contractor shall be considered a subcontractor.
- (e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for--
- (1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;
 - (2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;
 - (3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or
 - (4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.
- (f) The Contractor shall comply with the limitations on subcontracting as follows:
- (1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause--

[Contracting Officer check as appropriate.]

 X By the end of the base term of the contract and then by the end of each subsequent option period; or

 By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(End of clause)

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

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

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

11150 – Janitor

\$11.92 – WG1, Step 1

(End of clause)

52.222-55 MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (JAN 2022)

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

"United States" means the 50 states, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, et seq.).

"Worker"--

(1) (i) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 14026, and --

(A) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV);

(B) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541;

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(ii) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(iii) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2)(i) A worker performs on a contract if the worker directly performs the specific services called for by the contract; and

(ii) A worker performs in connection with a contract if the worker's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

(b) Executive Order minimum wage rate.

(1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of \$15.00 per hour beginning January 30, 2022.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2023, and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on <https://www.sam.gov> (or any successor Web site), and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide information on the E.O. minimum wage and how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3)(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only for increased labor costs (including subcontractor labor costs) as a result of an increase in the annual E.O. minimum wage, and for associated labor costs (including those for subcontractors). Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 23.230, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance or any applicable contract establishing a minimum wage higher than the E.O. 14026 minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 23.240(b) and 23.280 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

(c)(1) This clause applies to workers as defined in paragraph (a). As provided in that definition--

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to--

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to--

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a);

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b); and

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) Notice. The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/agencies/whd/government-contracts, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic

posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) Payroll Records. (1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

- (i) Name, address, and social security number;
- (ii) The worker's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid;
- (iv) The number of daily and weekly hours worked by each worker;
- (v) Any deductions made; and
- (vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 23.260 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) Access. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) Withholding. The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) Disputes. Department of Labor has set forth in 29 CFR 23.510, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 23. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) Antiretaliation. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) Subcontractor compliance. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond ____ . The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond ____ , until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(l) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the ----- [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert ``30th"] day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquiries into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

- (i) Parts, materials, inventories, and work in process;
 - (ii) Special tooling and special test equipment to which the Government is to acquire title;
 - (iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and
 - (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.
- (3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or clauses) shall determine the handling and disposition of the property.
- (4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.
- (5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.
- (6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --
- (i) Delivered to, and accepted by, the Government under this contract; or
 - (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.
- (7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.
- (g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.
- (h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.
- (i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.
- (j) Special terms regarding default. If this contract is terminated under the Default clause,

(1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and

(2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause --

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that --

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of Clause)

52.232-36 PAYMENT BY THIRD PARTY (MAY 2014)

(a) General.

(1) Except as provided in paragraph (a)(2) of this clause, the Contractor agrees to accept payments due under this contract, through payment by a third party in lieu of payment directly from the Government, in accordance with the terms of this clause. The third party and, if applicable, the particular Governmentwide commercial purchase card to be used are identified elsewhere in this contract.

(2) The Governmentwide commercial purchase card is not authorized as a method of payment during any period the System for Award Management (SAM) indicates that the Contractor has delinquent debt that is subject to collection under the Treasury Offset Program (TOP). Information on TOP is available at <http://fms.treas.gov/debt/index.html>. If the SAM subsequently indicates that the Contractor no longer has delinquent debt, the Contractor may request the Contracting Officer to authorize payment by Governmentwide commercial purchase card.

(b) Contractor payment request.

(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall make payment requests through a charge to the Government account with the third party, at the time and for the amount due in accordance with those clauses of this contract that authorize the Contractor to submit invoices, contract financing requests, other payment requests, or as provided in other clauses providing for payment to the Contractor.

(2) When the Contracting Officer has notified the Contractor that the Governmentwide commercial purchase card is no longer an authorized method of payment, the Contractor shall make such payment requests in accordance with instructions provided by the Contracting Officer during the period when the purchase card is not authorized.

(c) Payment. The Contractor and the third party shall agree that payments due under this contract shall be made upon submittal of payment requests to the third party in accordance with the terms and conditions of an agreement between the Contractor, the Contractor's financial agent (if any), and the third party and its agents (if any). No payment shall be due the Contractor until such agreement is made. Payments made or due by the third party under this clause are not payments made by the Government and are not subject to the Prompt Payment Act or any implementation thereof in this contract.

(d) Documentation. Documentation of each charge against the Government's account shall be provided to the Contracting Officer upon request.

(e) Assignment of claims. Notwithstanding any other provision of this contract, if any payment is made under this clause, then no payment under this contract shall be assigned under the provisions of the assignment of claims terms of this contract or the Assignment of Claims Act of 1940 (31 U.S.C. 3727, 41 U.S.C. 6305).

(f) Other payment terms. The other payment terms of this contract shall govern the content and submission of payment requests. If any clause requires information or documents in or with the payment request, that is not

provided in the third party agreement referenced in paragraph (c) of this clause, the Contractor shall obtain instructions from the Contracting Officer before submitting such a payment request.

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the

Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

52.246-20 WARRANTY OF SERVICES (MAY 2001)

(d) Definition.

"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor _____. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or

otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov>

(End of clause)

252.219-7009 SECTION 8(A) DIRECT AWARD (OCT 2018)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:
(To be completed by the Contracting Officer at the time of award)

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The 8(a) Contractor agrees that it will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.515), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with section 407 of Public Law

100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(End of Clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018)

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

Contract financing payment means an authorized Government disbursement of monies to a contractor prior to acceptance of supplies or services by the Government.

(1) Contract financing payments include--

(i) Advance payments;

(ii) Performance-based payments;

(iii) Commercial advance and interim payments;

(iv) Progress payments based on cost under the clause at Federal Acquisition Regulation (FAR) 52.232-16, Progress Payments;

(v) Progress payments based on a percentage or stage of completion (see FAR 32.102(e)), except those made under the clause at FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at FAR 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(vi) Interim payments under a cost reimbursement contract, except for a cost reimbursement contract for services when Alternate I of the clause at FAR 52.232-25, Prompt Payment, is used.

(2) Contract financing payments do not include--

(i) Invoice payments;

(ii) Payments for partial deliveries; or

(iii) Lease and rental payments.

Electronic form means any automated system that transmits information electronically from the initiating system to affected systems.

Invoice payment means a Government disbursement of monies to a contractor under a contract or other authorization for supplies or services accepted by the Government.

(1) Invoice payments include--

(i) Payments for partial deliveries that have been accepted by the Government;

(ii) Final cost or fee payments where amounts owed have been settled between the Government and the contractor;

(iii) For purposes of subpart 32.9 only, all payments made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, and the clause at 52.232-10, Payments Under Fixed-Price

Architect-Engineer Contracts; and

(iv) Interim payments under a cost-reimbursement contract for services when Alternate I of the clause at 52.232-25, Prompt Payment, is used.

(2) Invoice payments do not include contract financing payments.

Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract or task or delivery order.

Receiving report means the data prepared in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense Federal Acquisition Regulation Supplement.

(b) Except as provided in paragraph (d) of this clause, the Contractor shall submit payment requests and receiving reports in electronic form using Wide Area WorkFlow (WAWF). The Contractor shall prepare and furnish to the Government a receiving report at the time of each delivery of supplies or services under this contract or task or delivery order.

(c) Submit payment requests and receiving reports to WAWF in one of the following electronic formats:

(1) Electronic Data Interchange.

(2) Secure File Transfer Protocol.

(3) Direct input through the WAWF website.

(d) The Contractor may submit a payment request and receiving report using methods other than WAWF only when-

(1) The Contractor has requested permission in writing to do so, and the Contracting Officer has provided instructions for a temporary alternative method of submission of payment requests and receiving reports in the contract administration data section of this contract or task or delivery order;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment on a contract or task or delivery order for rendered health care services using the TRICARE Encounter Data System; or

(4) The Governmentwide commercial purchase card is used as the method of payment, in which case submission of only the receiving report in WAWF is required.

(e) Information regarding WAWF is available at <https://wawf.eb.mil/>.

(f) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

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| J-1503010-09 | Custodial Inventory |
| J-1503010-10 | Historical Custodial Service Order Data |
| J-1503010-11 | Custodial Cleaning Standard Smartcard Template |

| Section J – 1503020 Pest Control | |
|-------------------------------------|---|
| Attachment Number | Attachment Title |
| J-1503020-01 | Definitions and Acronyms |
| J-1503020-02 | New Pesticide Request and Planned Pesticide Use Sheet |
| J-1503020-03 | References and Technical Documents |
| J-1503020-04 | Common Output Level Standards |
| J-1503020-05 | Frequencies for Scheduled Work |
| J-1503020-06 | Nuisance Pest Requirements |
| J-1503020-07 | Public Health Pest Requirements |
| J-1503020-08 | Structure Damaging Pest Requirements |
| J-1503020-09 | Lawn, Turf and Ornamental Plant Pest Requirements |
| J-1503020-10 | Vegetation Management |
| J-1503020-11 | Vertebrate Pest Requirements |
| J-1503020-12 | Termite Control Specifications |
| J-1503020-13 | Sample New Pest Management Record |

| Section J – 1503030 <u>Integrated Solid Waste Management</u> | |
|---|--|
| <u>ATTACHMENT NUMBER</u> | <u>ATTACHMENT TITLE</u> |
| J-1503030-01 | Definitions and Acronyms |
| J-1503030-02 | References and Technical Documents |
| J-1503030-03 | Maps and Locations |
| J-1503030-04 | Location and Frequency Historical Data |
| J-1503030-05 | Solid Waste Inventory |

| Section J – 1503050 Grounds Maintenance and Landscaping | |
|--|---|
| Attachment Number | Attachment Title |
| J-1503050-01 | Definitions and Acronyms |
| J-1503050-02 | References and Technical Documents |
| J-1503050-03 | Common Output Level Standards Semi Improved Areas, Unimproved Areas, and Storm Drainage Systems |
| J-1503050-04 | Site Maps |

Exhibit/Attachment Table of Contents

| DOCUMENT TYPE | DESCRIPTION | PAGES | DATE |
|---------------|--|-------|------|
| Attachment 1 | Fort Pickett & Fort AP Hill C draft | | |
| Attachment 2 | Fort Pickett & Fort AP Hill J draft | | |

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2022)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561210.

(2) The small business size standard is \$41,500,000.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition--

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

() Paragraph (d) applies.

() Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services--Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the 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).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the 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).

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.

(D) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. 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.

| FAR Clause | Title | Date | Change |
|------------|-------|-------|--------|
| ----- | ----- | ----- | ----- |
| ----- | ----- | ----- | ----- |

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 on SAM.

(End of provision)

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)

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

Commercial and Government Entity (CAGE) code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) The Offeror shall provide its CAGE code with its offer with its name and location address or otherwise include it prominently in its proposal. The CAGE code must be for that name and location address. Insert the word "CAGE" before the number. The CAGE code is required prior to award.

(c) CAGE codes may be obtained via--

(1) Registration in the System for Award Management (SAM) at www.sam.gov. If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Commercial and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).

(2) The DLA Commercial and Government Entity (CAGE) Branch. If registration in SAM is not required for the subject procurement, and the Offeror does not otherwise register in SAM, an Offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at <https://cage.dla.mil>.

(3) The appropriate country codification bureau. Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity's country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> if the foreign entity's country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus, as well as additional information on obtaining NCAGE codes, are available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>.

(d) Additional guidance for establishing and maintaining CAGE codes is available at <https://cage.dla.mil>.

(e) When a CAGE code is required for the immediate owner and/or the highest-level owner by Federal Acquisition Regulation (FAR) 52.204-17 or 52.212-3(p), the Offeror shall obtain the respective CAGE code from that entity to supply the CAGE code to the Government.

(f) Do not delay submission of the offer pending receipt of a CAGE code.

(g) If the solicitation includes FAR clause 52.204-2, Security Requirements, a subcontractor requiring access to classified information under a contract shall be identified with a CAGE code on the DD Form 254. The Contractor shall require a subcontractor requiring access to classified information to provide its CAGE code with its name and location address or otherwise include it prominently in the proposal. Each location of subcontractor performance listed on the DD Form 254 is required to reflect a corresponding unique CAGE code for each listed location unless the work is being performed at a Government facility, in which case the agency location code shall be used. The CAGE code must be for that name and location address. Insert the word "CAGE" before the number. The CAGE code is required prior to award.

(End of Provision)

52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (AUG 2020)

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

Commercial and Government Entity (CAGE) code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

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.

(b) 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 (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates ``has" in paragraph (b) 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.

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

Highest-level owner CAGE code:

Highest-level owner legal name: _____

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

(End of provision)

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

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)

52.204-20 Predecessor of Offeror (AUG 2020)

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

Commercial and Government Entity (CAGE) code means--

- (1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or
- (2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

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

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.

(b) 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.

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

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

Predecessor legal name: ____.

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

(End of provision)

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)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

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

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

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

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

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

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

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

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

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

(b) The Offeror represents that--

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

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

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (SEP 2021) - ALTERNATE I (SEPT 2015)

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

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 the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.

(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.

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 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.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561210.

(2) The small business size standard is \$41,500,000.00.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (i.e., nonmanufacturer), is 500 employees if the acquisition--

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(c) Representations. (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern. (2) [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.

(3) [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 women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that--

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

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ____ --.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that--

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

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ____ --.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [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.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it [____] is, [____] is not a service-disabled veteran-owned small business concern.

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

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

(ii) It [____] is, [____] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ____ --.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(1) Be punished by imposition of fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Act.

(9) [Complete if offeror represented itself as disadvantaged in paragraph (c)(2) of this provision.] The offeror shall check the category in which its ownership falls:

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(End of provision)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(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.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support-table-size-standards>.

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees if the acquisition--

- (1) Was set aside for small business and has a value above the simplified acquisition threshold;
- (2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or
- (3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.
- (f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.
- (g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.
- (h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:
- (1) The Contractor represents that it [] is, [] is not a small business concern under NAICS Code assigned to contract number .
- (2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a women-owned small business concern.
- (4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.] The Contractor represents that--
- (i) It [] is, [] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture.
- [The Contractor shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.
- (5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.] The Contractor represents that--

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

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint venture. [The Contractor shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it [] is, [] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that--

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

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

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

The offeror represents that --

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

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

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

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

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

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

(End of provision)

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (FEB 2016)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Veterans), it has filed the most recent VETS-4212 Report required by that clause.

(End of provision)

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2022)

(a) Definition. Covered DoD official is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the Offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the Offeror, and who are expected to undertake activities on behalf of the Offeror for any resulting contract, are presently in compliance with all applicable post-employment restrictions, including those contained in 18 U.S.C. 207, 41 U.S.C. 2101-2107, 5 CFR part 2641, section 1045 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), and Federal Acquisition Regulation 3.104-2.

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2021)

Substitute the following paragraphs (b), (d) and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

(b)(1) If the provision at FAR 52.204-7, System for Award Management, is included in this solicitation, paragraph (e) of this provision applies.

(2) If the provision at FAR 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by

checking one of the following boxes:

☐ (i) Paragraph (e) applies.

☐ (ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(d)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation. Applies to all solicitations.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(viii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

☐ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

☐ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

☐ (iii) 252.225-7020, Trade Agreements Certificate.

☐ Use with Alternate I.

☐ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

☐ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

☐ Use with Alternate I.

☐ Use with Alternate II.

____ Use with Alternate III.

____ Use with Alternate IV.

____ Use with Alternate V.

____ (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

____ (vii) 252.232-7015, Performance-Based Payments--Representation.

(e) The Offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.acquisition.gov/>. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date ____]. 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.

| FAR/DFARS provision No. | Title | Date | Change |
|----------------------------|-------|------|--------|
| | | | |

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

INSTRUCTIONS TO OFFERORSL.1 Contractor Proposal Certification:

Contractor is required to certify in writing on page 1 of the proposal the following:

_____ (Name of Offeror) warrants that its proposal
_____ (of date or other Identifier) incorporated herein by reference, including, but not limited to, proposed approaches, staffing, methodology, or work plans, will meet the performance objectives set forth in this contract during the execution thereof. The contractor is not excused from meeting such performance objectives. The contractor understands that it bears all of the cost and performance risk associated with adopting acceptable additional (and/or alternative) means or methods of meeting the performance objective.

L.2 Inquiries:

All questions from offerors concerning any aspect of this request for proposal (RFP) must be submitted in writing. Prospective offerors are requested to submit written questions specifying the section and 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.

All questions must be submitted at least 10 days before proposals are due. This is the most efficient way to ensure all questions are addressed in a timely manner.

Pre-Proposal Inquiries shall be electronically sent to Valerie Norris, Contract Specialist, valerie.norris@navy.mil AND Pamela Waller, Contracting Officer, at pamela.waller@navy.mil.

L.3 Disposition of Proposals:

Proposals from unsuccessful offerors will not be returned to the offeror, but shall be destroyed by the Contracting Officer. No certificate of destruction will be issued.

L.4 Content of Proposal:

- a) The non-cost and the price proposal shall be submitted as separate attachments. The non-cost proposal shall not contain any cost/pricing information. The non-cost proposal presented by the offeror to whom the award is made will be incorporated into the contract at the time of award.
- b) The offeror shall submit the following information:

Non-cost/price Factors:

- (1) Non-cost/price Factors Submission Requirements: Offerors shall submit three (3) hard copies and one (1) CD-ROM that shall include the following:

- ... 8 ½ x 11 format
- ... 12-point Arial or Times New Roman font
- ... Include a cover page with Contract Number, Contract Title, Prime Contractor Name, Address, Phone Number, Fax Number, DUNS, Cage Code, Point of Contact and their phone and email address.
- ... Include only information in response to Factors 1, 2, 3 and 4 separated by tabs, as applicable.
- ... Signed Solicitation, Offer and Award Forms (SF 33), including Section B (CLINs 0001 through 0010), with all amendments acknowledged.
- ... Exhibits A through E (Attachment J-0200000-17).
- ... Copy of Representations and Certifications and proof of registration in System of Award Management (SAM).
- ... Confirm submission of the most recent Vets 4212 Report.

Offerors are advised that in the event of a discrepancy between the hard copies and the electronic copy; the electronic copy will govern.

NOTE: Offerors are cautioned that merely repeating the Performance Work Statement performance Objectives, with a statement of intent to perform, does not reflect an understanding of the requirement or capability to perform, and may result in finding that the proposal is Unacceptable for that factor.

No pricing shall be included in the non-cost/price proposal. Any price information on the non-cost/price proposal will not be considered. Likewise, any non-cost/price information in the price proposal will not be considered.

L.5 Site Visit:

The site will be available for visitation as follows:

Due to COVID19, please limit your personnel who will be attending the site visit to those pertinent to the bidding process, preferably one or two representatives only. All individuals in attendance may be required to wear a mask (no neck gators), be in good health, with temperatures checked and below 100 degrees before arrival.

Site Visit Time and Date To Be Determined

CLAUSES INCORPORATED BY REFERENCE

52.215-1 Instructions to Offerors--Competitive Acquisition NOV 2021

CLAUSES INCORPORATED BY FULL TEXT

52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

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

Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

Registered in the System for Award Management (SAM) means that--

- (1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into SAM;
- (2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record ``Active".

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)(1) An Offeror is required to be registered in SAM when submitting an offer or quotation, and shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation ``Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company physical street address, city, state, and Zip Code.
- (4) Company mailing address, city, state and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company headquarters name and address (reporting relationship within your entity).

(d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

(End of Provision)

52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) (JUL 2021)

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

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

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

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

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

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

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

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an Indefinite Delivery Indefinite Quantity contract with Recurring and Non-Recurring services resulting from this solicitation.

(End of provision)

52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Naval Facilities Engineering Command, Mid-Atlantic.

Attn: Pamela Waller
NAVFAC Mid-Atlantic Contracting Core
9324 Virginia Avenue,
Building Z-140, Room 216
Norfolk, VA 23511-3095

- (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)

Section M - Evaluation Factors for Award

M.2**M.2 Evaluation Factors:**

1. The solicitation requires the evaluation of price and the following non-cost/price factors:

- Factor 1 – Management Approach
- Factor 2 – Recent/Relevant Experience of the Firm
- Factor 3 – Safety
- Factor 4 – Past Performance on Recent, Relevant Projects

NOTE: The distinction between experience and past performance is that experience pertains to the volume of work completed by a contractor that are comparable to the types of work described under the definition of recent, relevant projects, in terms of size, scope, and complexity. Past performance pertains to both the relevance of recent efforts and how well a contractor has performed on the contracts.

2. The relative order of importance of the non-cost/price evaluation factors is the technical factors 1, 2, and 3, are of equal importance to each other and, when combined, are equal in importance to the past performance evaluation/performance confidence assessment, Factor 4. When the proposal is evaluated as a whole, the technical factors and past performance/performance confidence assessment factor combined (i.e., the non-cost/price evaluation factors) are approximately equal to price.

The importance of price will increase if the Offerors' non-cost/price proposals are considered essentially equal in terms of overall quality, or if price is so high as to significantly diminish the value of a non-cost/price proposal's superiority to the Government. Award will be made to the responsible Offeror(s) whose offer conforms to the solicitation and represents the best value to the Government, price and non-price factors considered.

3. Basis of Evaluation and Submittal Requirements for Each Factor.

- (a) Price:

- (1) Solicitation Submittal Requirements: Offerors shall submit one (1) hard copy and (1) CD-ROM that shall include the following:

- ... Signed Solicitation, Offer and Award Forms (SF 33), including Section B (CLINs 0001 through 0010), with all amendments acknowledged.
- ... Exhibits A through E. (Attachment J-0200000-15) Pricing shall only go **two decimal places**.
- ... Where Exhibit Line Items contain a quantity of zero, unit pricing must be provided in the event future quantities may be added.
- ... Contractor Proposal Certification (See Section L, Paragraph 1)
- ... Current copy of Representations and Certifications and proof of registration in System of Award Management (SAM).
- ... Confirm submission of the most recent Vets 4212 Report.
- ... Provide name of financial institution, point of contact, telephone number and email address.
Provide a signed statement of release giving the reference permission to release the information to the Navy.

The hard copy proposal shall match the electronic version of the proposal. However, in the event of a discrepancy between the hard copy and CD-ROM, the CD-ROM electronic copy of the proposal will govern.

The price proposal shall be submitted separately but at the same time as the non-cost/price proposal. Any non-cost/price information in the price proposal will not be considered. Likewise, any price

information in the non-cost/price proposal will not be considered.

ADDITIONAL INFORMATION TO BE SUBMITTED WITH PRICE PROPOSAL PACKAGE:

RESPONSIBILITY DETERMINATION INFORMATION – In order to be eligible for award, the offeror must be determined responsible in accordance with FAR Part 9, specifically 9.104-1, General Standards. In a separate tab, the offeror shall provide the following information in the price proposal package:

1. One (1) signed bank reference demonstrating adequate financial resources. If offeror's firm has a line of credit, provide information on how many figures offeror can borrow against the line of credit (i.e. medium 6 figures – exact line of credit is not required).
2. The offeror shall provide the latest three complete fiscal year financial statements for the prime contractor, certified by an independent accounting firm, if practicable, or signed by an authorized officer of the organization. Submit evidence of availability of working/operating capital, which will be used for the performance of the resultant contract. For Joint Venture arrangements, submit the latest three complete fiscal year financial statements for each company in the Joint Venture and discuss the financial responsibilities among the companies. The Government may also utilize Dun & Bradstreet reports to evaluate the financial capacity of the offeror.
3. Description of offeror's facilities and equipment.
4. Other offeror's work presently under contract.

Although required to be submitted with offeror's price proposal, this information will not be evaluated as part of the price proposal. This information will be used as the basis of your firm's responsibility determination should your firm be considered for award.

(2) 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.

Proposals will be evaluated for completeness and reasonableness as follows:

Completeness: All pricing information required by the solicitation has been provided, all mathematic computations are correct and the pricing application understood, prices are on an "all or none" basis, and failure to submit a price on an item or a number of items may cause this factor and the entire offer to be determined unacceptable.

Reasonableness: Price analysis comparisons indicate the offered price to be fair and reasonable, balanced across option years, and balanced between recurring and non-recurring

items.

Unreasonable, unbalanced or incomplete pricing may cause a proposal to be determined unacceptable.

(b) Non-cost/price Factors:

(1) Non-cost/price Factors Submission Requirements: Offeror shall submit three (3) hard copies and one (1) CD-ROM that shall include the following:

- ... 8 ½ x 11 format
- ... 12-point Arial or Times New Roman font
- ... 100-page limit (inclusive of all charts, forms and other documentation responsive to the solicitation requirements except as noted below), pages sequentially numbered.
- ... Include a cover page with Contract Number, Contract Title, Prime Contractor Name, Address, Phone Number, Fax Number, Unique Entity ID, Cage Code, Point of Contact and their phone and email address.
- ... Include only information in response to Factors 1, 2, 3, and 4 separated by tabs, as applicable
- ... Provide Attachment E: Contractor(s) Self-Performance Evaluation and Notification of Subcontracting in accordance with Factor 1–Management Approach
- ... Provide approved SBA Joint Venture Agreement or SBA approved Mentor- Protégé agreement (if applicable)
- ... The non-cost/price proposal shall include responses to each non-cost/price factor as specified in Section M.

Offerors are advised that in the event of a discrepancy between the hard copies and the CD-ROM copy, the CD-ROM copy will govern.

NOTE: Offerors are cautioned that merely repeating the Performance Work Statement Performance Objectives, with a statement of intent to perform, does not reflect an understanding of the requirement or capability to perform, and may result in finding that the proposal is Unacceptable for that factor.

The following are not included in the 100-page limitation: Price proposals, JV Agreements, CPARS for Projects submitted under Factor 2, Experience. Pages exceeding the 100-page limitation shall not be considered during evaluation of the proposal.

No pricing shall be included in the non-cost/price proposal. Any price information on the non-cost/price proposal will not be considered. Likewise, any non-cost/price information in the price proposal will not be considered.

NOTE: The non-cost/price proposal shall include submittals for each non-cost/price factor as specified below:

(1) Factor 1, Management Approach:

- (i) Solicitation Submittal Requirements: “The offeror shall submit a narrative response that clearly demonstrates its understanding of and approach to accomplishing the complexity and magnitude of service requirements set forth in the performance objectives and standards of the Performance Work Statement. Each of the topics below must be included in the narrative, tabbed in the non-price/cost proposal and discussed separately.

a. Phase-In Transition Plan. Describe what you will do to “start up” for performance of this contract. The phase in transition period is 30 days as per F.2 of the RFP. Include a schedule of key events, personnel actions and responsibilities regarding employees at all levels.

b. Workforce Management. For each of the following, clearly:

- (1) Describe the lines of management authority, supervision, span of control and accountability, including the relationship between overall management (corporate and onsite), administration, and subcontractors.
 - (2) Demonstrate your ability to provide and maintain a qualified workforce.
 - (3) Demonstrate your ability to manage competing priorities at various locations.
 - (4) Describe the work to be performed as the prime contractor as well as work to be performed by each subcontractor proposed. The work to be self-performed, subcontractors to be utilized and their roles shall all be clearly identified. Offerors shall clearly state if it will self perform 100% of the work as the prime. Additionally, the offeror must meet requirements of FAR 52.219-4, Limitations on Subcontracting, and submit Attachment E (Contractor's Self Performance Certification & Notification of Subcontracting) as part of this factor.
- c. Quality Management. Provide a two to five page (single-sided) summary of your "Quality Management System" i.e. the Quality Processes (Practices, Resources and Activities) and minimum controls that will be used to ensure full compliance with all performance objectives and standards as described in 0200000-C, Management and Administration. Include the methodology to be implemented to accomplish the performance requirements and detail how the proposed approach will effectively achieve each performance objective and standard.
- (ii) Basis of Evaluation: The Management Approach factor shall be evaluated based upon the following criteria:
- (a) The proposal demonstrates an acceptable understanding of the performance objectives and standards.
 - (b) The proposal demonstrates a thorough plan for having equipment and personnel in place to commence work on the contract start date. In addition, the proposal clearly defines the controls and/or processes that are in place to ensure continuity of services.
 - (c) The proposal provides a feasible technical approach with the capability to, at least, meet solicitation performance objectives and standards.

(2) Factor 2. Recent/Relevant Experience of the Firm:

- (i) Solicitation Submittal Requirements: The Offeror shall submit the following information:

Submit a minimum of one (1) up to a maximum of five (5) relevant projects that are similar in size, scope, and complexity to the work requirements specified in the solicitation. The offeror, for small businesses, the Offeror's small business first tier subcontractor(s) that will perform major or critical aspects of the requirement as specified in the solicitation, must have performed (in role of prime contractor) at least one (1) of the submitted relevant projects. Projects on which the performing entity/organization (offeror, first tier small business subcontractor, or corporate affiliate) performed as a subcontractor will be deemed not relevant to the RFP. Additionally, proposals in which all submitted relevant experience projects were performed by corporate affiliates will be deemed unacceptable.

For the purposes of this solicitation, a relevant project is further defined as follows:

Size: A maintenance service contract with a yearly value of at least \$600,000.00 or greater for recurring services. If an Offeror intends to submit work completed/issued off an Indefinite Quantity/Indefinite Delivery (IDIQ) contract as a qualifying project the Offeror is limited to submitting the IDIQ contract itself. The board will not consider or evaluate any task orders whether submitted individually or collectively.

Scope: Offeror must have provided all labor, supervision, management, tools, materials, equipment and other items necessary to provide facility investment services as described in the Performance Work Statement (PWS). Demonstrate the ability to provide all labor, management, supervision, tools, materials, and equipment to perform Facility Investment Services to include Custodial, Pest Control, Integrated Solid Waste Management, and Grounds Maintenance services.

Complexity: Offeror must have been responsible for responding simultaneously to requirements for several customers or installations and supporting annexes.

In accordance with 13 CFR 125.2 (g), small business Offerors may utilize the prime contractor experience of a small business first-tier subcontractor(s) to demonstrate experience under this evaluation factor if that small business Offeror cannot independently satisfy the experience requirement as defined above. Considering 13 CFR 125.2(g), the Offeror or, for a small business Offeror, a small business first-tier subcontractor, shall have been the prime contractor on at least one (1) relevant project as defined above. In order to utilize the experience of a small business first-tier subcontractor(s), the offeror must specifically identify the proposed small business first-tier contractor(s) in its proposal in accordance with this Factor.

The Government notes that 13 CFR 125.2(g) is specific to only small business Offerors and named small business first-tier subcontractors. As such, the small business Offeror is not permitted to use the experience of a large business subcontractor or large business corporate affiliate in place of its own if the small business Offeror cannot independently satisfy the experience requirement as defined above.

The attached Recent/Relevant Experience Form (Attachment C) is MANDATORY and SHALL be used to submit project information. Except as specifically requested, the Government will not consider information submitted in addition to this form nor will the Government consider information submitted via any other medium. Individual blocks on this form may be expanded; however, total length for each project data sheet shall not exceed one double-sided page (or two single-sided pages).

Projects submitted for the Offeror shall be ongoing (having been performed for a period of at least one year) or completed within the past five years of the date of issuance of the solicitation. Projects with completion dates beyond one year shall be clearly defined as multi-year contracts or as base contracts with option years. If the project has option periods, state which contract period is in progress (base, 1st option, etc.). If the dates of the project or completion date do not clearly demonstrate that the project meets the above requirements, the Government may deem the project not relevant.

For all submitted projects, the description of the project shall clearly describe the scope of work performed and the relevancy to the project requirements of this RFP as it relates to size, scope, and complexity as defined above, or the Government may deem the project not relevant.

If the Offeror is a Joint Venture (JV), relevant project experience shall be submitted for projects completed by the Joint Venture entity. However, shared Joint Venture experience of the Offeror is not required in order to meet the requirements of the Factor. If the Offeror is submitting experience for individual JV partners in which the company was a partner in a different Joint Venture entity, the Offeror must specifically address what portion of the work under the submitted project was performed by the JV partner offering on this contract and demonstrate that the work on the proposed project meets the Size, Scope, and Complexity as defined above, or the project will not be considered relevant. Offerors are still limited to a total of five (5) projects combined. Offerors proposing as a JV shall submit a signed JV agreement. For Mentor- Protégé Joint Ventures, the offeror shall submit the signed U. S Small Business Administration (SBA) approved Mentor-Protégé agreement.

If the joint Venture does not have shared experience, relevant experience should be submitted for individual JV partners. JV Offerors who cannot demonstrate relevant experience on the part of all JV members may receive a lower rating (except for offerors covered by Mentor-Protégé Agreements approved by the Small Business Administration). Experience submitted for individual JV partners in which the company was a partner in a different Joint Venture entity may be submitted to demonstrate relevant project experience. If the offeror does not specifically

address the portion of the work under the submitted project performed by the JV partner offering on this contract, the project will not be considered relevant. Offerors are still limited to a total of five (5) projects combined. Offerors proposing as a JV shall submit a signed JV Agreement. For Mentor-Protégé Joint Ventures, the offeror shall submit the signed and U.S. Small Business Administration (SBA) approved Mentor-Protégé agreement.

If an Offeror is utilizing the prime contractor experience of a corporate affiliate (e.g., subsidiaries, sister companies, and parent companies) or, for small businesses, a first-tier small business subcontractor, the proposal shall include, on the corporate affiliate or first-tier small business subcontractor's letterhead, a teaming agreement or letter of commitment. In order for the experience to be considered, the Offeror is also required to clearly demonstrate that the corporate affiliate(s) or first-tier small business subcontractor(s) will have meaningful involvement in the performance of the contract by identifying the personnel or resources from the corporate affiliate(s) or first-tier small business subcontractor(s) that will be dedicated to the contract.

(iii) Basis of Evaluation:

The assessment of the Offeror's recent/relevant experience will be used as a means of evaluating the capability of the Offeror to successfully meet the requirements of the RFP. The minimum standard for this Factor has been met when the offeror has demonstrated adequate experience by submitting at least one recent/relevant project of similar size, scope, and complexity to this requirement and as defined above on which it was the prime contractor. Beyond the minimum standards, the Government will consider the depth and breadth of corporate experience, focusing on performance of technical specifications to be performed under this contract, to evaluate the level of risk of unsuccessful performance. The Government will review only 5 projects. Any projects submitted in excess of the 5 project limit will not be considered. Projects must be submitted on the required corporate experience form.

Projects completed by the offeror or its corporate affiliates (e.g., subsidiaries, sister companies, and parent companies) in any capacity other than as a prime contractor will be considered not relevant.

(3) Factor 3. Safety:

(i) Solicitation Submittal Requirements:

The Offeror shall submit the following information: The Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate; and Total Case Rate (TCR) for the specified five (5) Calendar Years (CY), as well as a safety narrative, as described further below. For a partnership or joint venture, the Offeror shall submit separate DART rates and TCR for the specified five (5) CY for each contractor who is part of the partnership/joint venture; however, only one safety narrative is required. Any fatalities experienced within this 5-year timeframe must be explained in detail, to include root cause and corrective actions.

NOTE: DART and TCR shall not be submitted for subcontractors

1. DART Rate: Submit five (5) previous complete calendar years' worth of data (not an overall average). If the Offeror has no DART rate, for any year, affirmatively state so and explain why. Should a negative trend occur above moderate risk levels, an acceptable/detailed explanation is required that includes any corrective actions taken for improvement.

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.

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

2. TCR Rate: Submit five (5) previous complete calendar years' worth of data (not an overall average). If the Offeror has no TCR rate, for any year, affirmatively state so and explain why. Should a negative trend occur above moderate risk levels, an acceptable/detailed explanation is required that includes any corrective actions taken for improvement.

- 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. Offeror shall submit a separate OSHA 300A for each of the last five previous complete calendar years.

4. Technical Approach to Safety: Submit a narrative that addresses the following:

- a. Describe the Offeror's approach to implementing and executing a Safety Management System (SMS) including Management/Leadership involvement, Employee involvement, Hazard prevention, Hazard control, Worksite analysis, and Safety and health training, to include the standard(s) used to benchmark the SMS.
- b. Describe the evaluation process used to select potential subcontractors.
- c. Describe the processes of how the Offeror will oversee safety compliance of subcontractors at all levels throughout performance of the contract (to include the Offeror's own in-house workforce).
- d. The Technical Approach to Safety narrative shall be limited to two (2) single-sided pages or one (1) double-sided page.

5. The Government reserves the right to review other available sources (public/Government internal) of information. These may include but are not limited to OSHA data, NAVFAC's Contractor Incident Reporting System (CIRS), Contractor Performance Assessment Reporting System (CPARS), Electronic Contract Management System (eCMS), etc.

(ii) Basis of Evaluation:

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. The evaluation will collectively consider the DART rate, TCR, Technical Approach to Safety, and other sources of information available to the Government as part of such collective evaluation. The board will evaluate the DART rates and TCR to determine if the Offeror has demonstrated a history of safe work practices taking into account any negative trends and extenuating circumstances that impact the rating.

1. DART Rate: The board will evaluate trends over the last five years considering changes that take it from one risk level (or more) to the next up or down. Negative trends occurring above moderate risk levels require the offeror to provide a detailed explanation that includes any corrective actions taken for improvement.

- a. Missing data without an explanation is considered a deficiency.
- b. Declining trends that push the risk levels from Moderate Risk (MR) or higher to Low Risk (LR) or Very

Low Risk (VLR) would indicate a strength.

c. An increasing DART rate trend could be considered a weakness (i.e. MR or better to High Risk (HR) or Extremely High Risk EHR)) if an acceptable explanation is not provided for any trends that rise above Moderate.

d. This chart correlates the DART rate to the level of risk:

| <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 |

2. TCR Rate: The board will evaluate trends over the last five years considering changes that take it from one risk level (or more) to the next up or down. Negative trends occurring above moderate risk levels require the offeror to provide a detailed explanation that includes any corrective actions taken for improvement.

a. Missing data without an explanation is considered a deficiency.

b. Declining trends that push the risk levels from Moderate Risk (MR) or higher to Low Risk (LR) or Very Low Risk (VLR) would indicate a strength.

c. An increasing TCR rate trend could be considered a weakness (i.e. MR or better to High Risk (HR) or Extremely High Risk EHR)) if an acceptable explanation is not provided for any trends that rise above Moderate.

d. This chart correlates the TCR rate to the level of risk:

| <u>Risk</u> | <u>TCR 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 |

3. Offeror shall submit a separate OSHA 300A form for each of the last five complete calendar years.

4. The Technical Approach to Safety Narrative. To determine the degree to which the Offeror:

a. Describes a viable SMS that addresses elements; such as Management/Leadership involvement, Employee involvement, Hazard prevention, Hazard control, Worksite analysis, and Safety and health training, to include the standard(s) used to benchmark the SMS.

b. Describes a methodical process of evaluating subcontractor's safety performance in their selection process.

c. Describes a logical management plan to hold themselves and their subcontractors accountable for adhering to the safety requirements of the contract.

d. The Technical Approach to Safety narrative shall be limited to two (2) single-sided pages or one (1) double-sided page. Information on pages beyond this will not be considered.

5. The Government reserves the right to review other available sources (public/Government internal) of information. These may include but are not limited to OSHA data, NAVFAC's Contractor Incident Reporting System (CIRS), Contractor Performance Assessment Reporting System (CPARS), Electronic Contract Management System (eCMS), etc.

(4) Factor 4. Past Performance of Recent, Relevant Projects:

(i) Solicitation Submittal Requirements: Offerors shall clearly demonstrate a history of successful performance within the past five years of the date of issuance of the solicitation.

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 2, Recent/Relevant 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 (Attachment C), which will provide contract and client information for the respective project(s). 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 contact, Valerie Norris, via email at valerie.norris@navy.mil prior to proposal closing date.

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.

Also include performance recognition documents received within the last five years (from the date of issuance of the solicitation) such as awards, award fee determinations, customer letters of recommendation, and any other forms of performance recognition.

In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Contractor Performance Assessment Reporting System (CPARS) using all CAGE/Entity Identifier numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIS), 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.

A copy of the blank Past Performance Questionnaire to be used for requesting client references is included as Attachment C.

(ii) Basis of Evaluation: The degree to which past performance evaluations and all other past performance information reviewed by the Government (e.g., CPARS, Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), performance recognition documents, and information obtained from any other source) reflect a trend of satisfactory performance considering:

- 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

M.1

M.1 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 proposal determined to represent the best value – the proposal most advantageous to the Government, price and other factors considered.

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 tradeoff process is selected as appropriate for this acquisition. The Government considers it to be in the best interest to allow consideration of award to other than the lowest priced offeror or other than the highest technically rated offeror.

4. As stated in the solicitation, all technical factors are of equal value and when combined, are of equal importance to the performance confidence assessment (past performance) rating. All technical factors and the performance confidence assessment (past performance) rating, when combined, are approximately equal to price in the best value determination.

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 of 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.

CLAUSES INCORPORATED BY FULL TEXT

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

(End of provision)