

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 73	
2. CONTRACT NO.		3. SOLICITATION NO. HDEC0820R0017		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 26 May 2020		6. REQUISITION/PURCHASE NO.
7. ISSUED BY DEFENSE COMMISSARY AGENCY STORE SERVICES SUPPORT DIVISION 1300 E AVENUE FORT LEE VA 23801-1800			CODE HDEC08	8. ADDRESS OFFER TO (If other than Item 7)		CODE	
			<b>See Item 7</b>				
TEL:					TEL:		
FAX:					FAX:		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
<b>SOLICITATION</b>							
9. Sealed offers in original and <u>4</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>See Item 7</u> until <u>03:00 PM</u> local time <u>14 Jul 2020</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 MICHAEL S. MAYFIELD		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 804-734-8000 X48506		C. E-MAIL ADDRESS michael.mayfield@deca.mil	
<b>11. TABLE OF CONTENTS</b>							
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION
<b>PART I - THE SCHEDULE</b>					<b>PART II - CONTRACT CLAUSES</b>		
X	A	SOLICITATION/ CONTRACT FORM		1 - 2	X	I	CONTRACT CLAUSES
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		3 - 25	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>		
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT		26	X	J	LIST OF ATTACHMENTS
	D	PACKAGING AND MARKING			<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>		
X	E	INSPECTION AND ACCEPTANCE		27	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS
X	F	DELIVERIES OR PERFORMANCE		28			
X	G	CONTRACT ADMINISTRATION DATA		29 - 34	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS
X	H	SPECIAL CONTRACT REQUIREMENTS		35 - 39	X	M	EVALUATION FACTORS FOR AWARD
<b>OFFER (Must be fully completed by offeror)</b>							
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	
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)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE		18. OFFER DATE
<b>AWARD (To be completed by Government)</b>							
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)					25. PAYMENT WILL BE MADE BY		
26. NAME OF CONTRACTING OFFICER (Type or print)					27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE
TEL:							
EMAIL:							
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

FOIA**IMPORTANT INFORMATION FREEDOM  
OF INFORMATION ACT (FOIA)**

Any award(s) resulting from issuance of this solicitation or quote may be posted in the DeCA Freedom of Information Act (FOIA) electronic reading room at [www.commissaries.com](http://www.commissaries.com). The posting will contain the total contract award amount, as well as any awarded individual contract line item pricing (CLIN and Sub-CLIN). Unexercised option prices will not be published.

In compliance with the provisions of Executive Order 12600, the contract holder may identify to the agency FOIA Officer (foia@deca.mil), within 21 calendar days of the contract award date, any information contained in the contract that it deems to be confidential commercial information. The FOIA officer will review the submission and contact the contract holder with a decision. Failure to identify any such information will be interpreted by the Agency as the contract holder having no such information to identify or withhold from posting in the FOIA electronic reading room.

The postings typically take place at a minimum of two distinct points; upon the initial award of the contract and then again after the final option period has been exercised. However, should a FOIA request for the contract be received in the interim, the contract may be reposted including any awarded contract pricing up to the date of the FOIA request. Unexercised option prices will not be published.

This action is being taken to ensure contract award information is available to the general public, as it was in the past, pursuant to the President's January 21, 2009 memorandum regarding the Freedom of Information Act (FOIA).

**INFORMATION TO OFFERORS****NOTE:**

1. Site Visit is June 16, 2020 at 9:00 am. (local time)

Before entry to the commissary is granted, you will be required to fill out a questionnaire that contains the following questions. If you answer yes to any of the following questions, you will not be allowed into the Commissary for the site visit:

- a. Experienced any of the following systems: Fever, Cough (not due to allergies), Sore Throat, Shortness of Breath, Loss of Smell or Taste
- b. Have travelled internationally in the last 14 days.
- c. Have traveled domestically (US) via commercial/public transport (bus, train, plane) in the last 14 days.
- d. Have had close personal contact with anyone who has been diagnosed with COVID-19 in the past 14 days.
- e. Your temperature will be taken upon entry into the Commissary and if it is above 100 degree F, you will not be granted access.

If entry is granted based on the above scenario, you will be required to wear a mask.

2. Questions/issues concerning the PWS/Site Visit due by COB: June 23, 2020

## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

0001

Services, Non-Personal  
FFP

Provide all the necessary supervision, personnel, supplies, and equipment to perform shelf stocking, receiving/storage/holding area (RSHA), and custodial operations for the Kaneohe Bay Marine Corps Base Commissary located in Kaneohe Bay, Hawaii in accordance with the Performance Work Statement (PWS) as set forth at Attachment 1 and all terms and conditions contained herein.

BASE YEAR: September 1, 2020 through August 31, 2021

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

0001AA

432,072

Case

Shelf Stocking Operations  
FFP

Perform shelf stocking operations that include overwrites between 0% and 9% in accordance with Attachment 1, PWS.

NOTE: The quantity shown is an ESTIMATED quantity

FOB: Destination  
S299

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB		3,000	Case		

Payment for Excessive Overwrites

FFP

Overwrites exceeding 9% of the total monthly cases per 4.3.3.8. of the PWS will be paid a unit price of 60% of the case price.

NOTE: The quantity shown is an ESTIMATED quantity.

FOB: Destination

S299

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC		100	Hours		

Inventory Preparation

FFP

Perform Inventory Preparation Services in accordance with Attachment 1, PWS.

NOTE: The quantity shown is an ESTIMATED quantity.

FOB: Destination

S299

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	Receiving//Storage/Holding Area Ops FFP Perform Receiving/Storage/Holding Area (RSHA) Operations in accordance with Attachment 1, PWS.	12	Months		
	FOB: Destination S299				

---

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	Material Handling Equipment Support FFP Perform Material Handling Equipment (MHE) for Inventories in accordance with Attachment 1, PWS.	20	Hours		
	NOTE: The quantity shown is an ESTIMATED quantity.				
	FOB: Destination S299				

---

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF	Custodial Operations-Admin/Store/Patron FFP Perform Custodial Operations (excluding the meat processing, preparation, and wrapping area, RSHA, and outside areas) in accordance with Attachment 1, PWS.  FOB: Destination S299	12	Months		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AG	Custodial Operations-Meat Room FFP Perform Custodial Operations for the Meat Processing, Preparation, and Wrapping Room, in accordance with Attachment 1, PWS. FOB: Destination S299	12	Months		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AH	Custodial Operations-RSHA & Outside Area FFP Perform Custodial Operations for Receiving/Storage/Holding Area and Outside Areas in accordance with Attachment 1, PWS.  FOB: Destination S299	12	Months		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	Services, Non-Personal FFP Provide all the necessary supervision, personnel, supplies, and equipment to perform shelf stocking, receiving/storage/holding area (RSHA), and custodial operations for the Kaneohe Bay Marine Corps Base Commissary located in Kaneohe Bay, Hawaii in accordance with the Performance Work Statement (PWS) as set forth at Attachment 1 and all terms and conditions contained herein.  OPTION YEAR ONE: September 1, 2021 through August 31, 2022				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA OPTION	Shelf Stocking Operations FFP Perform shelf stocking operations that include overwrites between 0% and 9% in accordance with Attachment 1, PWS.	432,072	Case		
NOTE: The quantity shown is an ESTIMATED quantity					
FOB: Destination \$299					

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB OPTION	Payment for Excessive Overwrites FFP Overwrites exceeding 9% of the total monthly cases per 4.3.3.8.of the PWS will be paid a unit price of 60% of the case price.	3,000	Case		
NOTE: The quantity shown is an ESTIMATED quantity.					
FOB: Destination \$299					

---

NET AMT



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC		100	Hours		
OPTION	Inventory Preparation FFP				

Perform Inventory Preparation Services in accordance with Attachment 1, PWS.

NOTE: The quantity shown is an ESTIMATED quantity.

FOB: Destination  
S299

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD		12	Months		
OPTION	Receiving//Storage/Holding Area Ops FFP				

Perform Receiving/Storage/Holding Area (RSHA) Operations in accordance with Attachment 1, PWS.

FOB: Destination  
S299

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AE OPTION	Material Handling Equipment Support FFP Perform Material Handling Equipment (MHE) for Inventories in accordance with Attachment 1, PWS.	20	Hours		

NOTE: The quantity shown is an ESTIMATED quantity.

FOB: Destination  
S299

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AF OPTION	Custodial Operations-Admin/Store/Patron FFP Perform Custodial Operations (excluding the meat processing, preparation, and wrapping area, RSHA, and outside areas) in accordance with Attachment 1, PWS.	12	Months		

FOB: Destination  
S299

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AG OPTION	Custodial Operations-Meat Room FFP Perform Custodial Operations for the Meat Processing, Preparation, and Wrapping Room, in accordance with Attachment 1, PWS. FOB: Destination S299	12	Months		

---

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AH OPTION	Custodial Operations-RSHA & Outside Area FFP Perform Custodial Operations for Receiving/Storage/Holding Area and Outside Areas in accordance with Attachment 1, PWS.  FOB: Destination S299	12	Months		

---

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	Services, Non-Personal FFP Provide all the necessary supervision, personnel, supplies, and equipment to perform shelf stocking, receiving/storage/holding area (RSHA), and custodial operations for the Kaneohe Bay Marine Corps Base Commissary located in Kaneohe Bay, Hawaii in accordance with the Performance Work Statement (PWS) as set forth at Attachment 1 and all terms and conditions contained herein.  OPTION YEAR TWO: September 1, 2022 through August 31, 2023				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA OPTION	Shelf Stocking Operations FFP Perform shelf stocking operations that include overwrites between 0% and 9% in accordance with Attachment 1, PWS.  NOTE: The quantity shown is an ESTIMATED quantity  FOB: Destination S299	432,072	Case		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB		3,000	Case		
OPTION	Payment for Excessive Overwrites				

FFP

Overwrites exceeding 9% of the total monthly cases per 4.3.3.8. of the PWS will be paid a unit price of 60% of the case price.

NOTE: The quantity shown is an ESTIMATED quantity.

FOB: Destination  
S299

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC		100	Hours		
OPTION	Inventory Preparation				

FFP

Perform Inventory Preparation Services in accordance with Attachment 1, PWS.

NOTE: The quantity shown is an ESTIMATED quantity.

FOB: Destination  
S299

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AD OPTION	Receiving//Storage/Holding Area Ops FFP Perform Receiving/Storage/Holding Area (RSHA) Operations in accordance with Attachment 1, PWS.  FOB: Destination S299	12	Months		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AE OPTION	Material Handling Equipment Support FFP Perform Material Handling Equipment (MHE) for Inventories in accordance with Attachment 1, PWS.  NOTE: The quantity shown is an ESTIMATED quantity.  FOB: Destination S299	20	Hours		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AF OPTION	Custodial Operations-Admin/Store/Patron FFP Perform Custodial Operations (excluding the meat processing, preparation, and wrapping area, RSHA, and outside areas) in accordance with Attachment 1, PWS.  FOB: Destination S299	12	Months		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AG OPTION	Custodial Operations-Meat Room FFP Perform Custodial Operations for the Meat Processing, Preparation, and Wrapping Room, in accordance with Attachment 1, PWS. FOB: Destination S299	12	Months		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AH OPTION	Custodial Operations-RSHA & Outside Area FFP Perform Custodial Operations for Receiving/Storage/Holding Area and Outside Areas in accordance with Attachment 1, PWS.  FOB: Destination S299	12	Months		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	Services, Non-Personal FFP Provide all the necessary supervision, personnel, supplies, and equipment to perform shelf stocking, receiving/storage/holding area (RSHA), and custodial operations for the Kaneohe Bay Marine Corps Base Commissary located in Kaneohe Bay, Hawaii in accordance with the Performance Work Statement (PWS) as set forth at Attachment 1 and all terms and conditions contained herein.  OPTION YEAR THREE: September 1, 2023 through August 31, 2024				

---

NET AMT



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA OPTION	Shelf Stocking Operations FFP Perform shelf stocking operations that include overwrites between 0% and 9% in accordance with Attachment 1, PWS.	432,072	Case		
NOTE: The quantity shown is an ESTIMATED quantity					
FOB: Destination S299					

---

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB OPTION	Payment for Excessive Overwrites FFP Overwrites exceeding 9% of the total monthly cases per 4.3.3.8.of the PWS will be paid a unit price of 60% of the case price.	3,000	Case		
NOTE: The quantity shown is an ESTIMATED quantity.					
FOB: Destination S299					

---

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC		100	Hours		
OPTION	Inventory Preparation FFP				

Perform Inventory Preparation Services in accordance with Attachment 1, PWS.

NOTE: The quantity shown is an ESTIMATED quantity.

FOB: Destination  
S299

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AD		12	Months		
OPTION	Receiving//Storage/Holding Area Ops FFP				

Perform Receiving/Storage/Holding Area (RSHA) Operations in accordance with Attachment 1, PWS.

FOB: Destination  
S299

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AE OPTION	Material Handling Equipment Support FFP Perform Material Handling Equipment (MHE) for Inventories in accordance with Attachment 1, PWS.	20	Hours		

NOTE: The quantity shown is an ESTIMATED quantity.

FOB: Destination  
S299

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AF OPTION	Custodial Operations-Admin/Store/Patron FFP Perform Custodial Operations (excluding the meat processing, preparation, and wrapping area, RSHA, and outside areas) in accordance with Attachment 1, PWS.	12	Months		

FOB: Destination  
S299

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AG OPTION	Custodial Operations-Meat Room FFP Perform Custodial Operations for the Meat Processing, Preparation, and Wrapping Room, in accordance with Attachment 1, PWS. FOB: Destination S299	12	Months		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AH OPTION	Custodial Operations-RSHA & Outside Area FFP Perform Custodial Operations for Receiving/Storage/Holding Area and Outside Areas in accordance with Attachment 1, PWS.  FOB: Destination S299	12	Months		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	Services, Non-Personal FFP Provide all the necessary supervision, personnel, supplies, and equipment to perform shelf stocking, receiving/storage/holding area (RSHA), and custodial operations for the Kaneohe Bay Marine Corps Base Commissary located in Kaneohe Bay, Hawaii in accordance with the Performance Work Statement (PWS) as set forth at Attachment 1 and all terms and conditions contained herein.  OPTION YEAR FOUR: September 1, 2024 through August 31, 2025				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA OPTION	Shelf Stocking Operations FFP Perform shelf stocking operations that include overwrites between 0% and 9% in accordance with Attachment 1, PWS.  NOTE: The quantity shown is an ESTIMATED quantity  FOB: Destination S299	432,072	Case		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB		3,000	Case		
OPTION	Payment for Excessive Overwrites				

FFP

Overwrites exceeding 9% of the total monthly cases per 4.3.3.8. of the PWS will be paid a unit price of 60% of the case price.

NOTE: The quantity shown is an ESTIMATED quantity.

FOB: Destination  
S299

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AC		100	Hours		
OPTION	Inventory Preparation				

FFP

Perform Inventory Preparation Services in accordance with Attachment 1, PWS.

NOTE: The quantity shown is an ESTIMATED quantity.

FOB: Destination  
S299

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AD OPTION	Receiving//Storage/Holding Area Ops FFP Perform Receiving/Storage/Holding Area (RSHA) Operations in accordance with Attachment 1, PWS.  FOB: Destination S299	12	Months		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AE OPTION	Material Handling Equipment Support FFP Perform Material Handling Equipment (MHE) for Inventories in accordance with Attachment 1, PWS.  NOTE: The quantity shown is an ESTIMATED quantity.  FOB: Destination S299	20	Hours		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AF OPTION	Custodial Operations-Admin/Store/Patron FFP Perform Custodial Operations (excluding the meat processing, preparation, and wrapping area, RSHA, and outside areas) in accordance with Attachment 1, PWS.  FOB: Destination S299	12	Months		

---

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AG OPTION	Custodial Operations-Meat Room FFP Perform Custodial Operations for the Meat Processing, Preparation, and Wrapping Room, in accordance with Attachment 1, PWS. FOB: Destination S299	12	Months		

---

 NET AMT



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AH OPTION	Custodial Operations-RSHA & Outside Area FFP Perform Custodial Operations for Receiving/Storage/Holding Area and Outside Areas in accordance with Attachment 1, PWS.  FOB: Destination S299	12	Months		

---

NET AMT

Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

PWS INFO

All work performed under this contract shall be in accordance with Attachment 1, Performance Work Statement (PWS) and all terms and conditions set forth herein.

## Section E - Inspection and Acceptance

## CLAUSES INCORPORATED BY REFERENCE

52.246-4                      Inspection Of Services--Fixed Price                      AUG 1996

## CLAUSES INCORPORATED BY FULL TEXT

## 52.246-4504 INSPECTION AND ACCEPTANCE (OCT 1995)

- a. The inspection and acceptance point for all services performed under this contract will be the Defense Commissary Agency, Kaneohe Bay Commissary, located at Kaneohe Bay, Hawaii, or as otherwise specified in the Performance Work Statement (PWS) contained herein.
- b. The performance by the Contractor and the quality of work delivered, including services rendered, and any documentation or written material in support thereof, shall be subject to continuous inspections, surveillance and review for acceptance by the Contracting Officer or authorized representatives in accordance with the surveillance plan.
- c. The rights of the Government and remedies described in TE-1 of the PWS are in addition to all other rights and remedies set forth in this contract. Specifically, the Government reserves its rights under the Inspection of Services clause. Any deductions taken pursuant to the Performance Requirements Summary (PRS) shall reflect the reduced value of services performed under the contract; however, the contract issues shall be resolved in accordance with the Disputes Clause, FAR 52.233-1.

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984

## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY FULL TEXT

## 52.232-4504 INVOICE AND PAYMENT (OCT 1995)

- a. The Contractor may submit monthly itemized invoices for services rendered under this contract. Invoices shall list each line item covered by the contract and the unit price per line item for services performed during the month.
- b. Any monetary deductions for services not performed or Performed unsatisfactorily shall be deducted from the amount of the invoice prior to payment (See Technical Exhibit 1 of the Performance Work Statement).
- c. In connection with any circumstances in which it is necessary to compute a daily rate of payment (i.e., services performed for less than a month), payment will be made on a pro rata basis for the actual number of working days services are performed (e.g., # days custodial services performed during the month). For those line items in which the unit price is based on an estimated number of units rather than a monthly price (e.g., est. # of cases to be stocked monthly, est. hours for equipment repair, etc.), the contractor shall be paid for actual services performed.
- d. Original invoices shall be submitted to the designated payment office. One (1) additional copy of each invoice shall be forwarded to the office of the Contracting Officer responsible for administering this contract.

## CLAUSES INCORPORATED BY FULL TEXT

## 52.246-4501 QUALITY ASSURANCE EVALUATOR (QAE) (OCT 1995)

Government employed Quality Assurance Evaluator(s) will exercise general surveillance over the contract operation to include input to the contracting officer for contractor performance evaluation.

## CLAUSES INCORPORATED BY FULL TEXT

## 52.246-4506 ACCESS TO RECORDS, DATA AND FACILITIES (OCT 1995)

The contractor shall permit Defense Contract Audit Agency and the Contracting Officer or any other authorized Government representative access to all records, data and facilities used in the performance of this contract.

## 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)

#### CLAUSES INCORPORATED BY FULL TEXT

#### 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)

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

(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.



(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.

(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	HQ0131
Issue By DoDAAC	HDEC08
Admin DoDAAC**	HDEC08
Inspect By DoDAAC	HDEC08
Ship To Code	HQCWHV
Ship From Code	Contractor Cage Code
Mark For Code	Not Applicable
Service Approver (DoDAAC)	HQCWHV
Service Acceptor (DoDAAC)	HQCWHV
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	Not Applicable
DCAA Auditor DoDAAC	Not Applicable
Other DoDAAC(s)	Not Applicable

(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

(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.

[Micahael.Mayfield@deca.mil](mailto:Micahael.Mayfield@deca.mil)

[Virginia.Byerson@deca.mil](mailto:Virginia.Byerson@deca.mil)

---

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

(End of clause)

## Section H - Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

## 52.201-4500 AUTHORITY (OCT 1995)

The Contractor shall not in any way represent that he is a part of the United States Government or that he has the authority to contract or procure supplies on the credit of the United States of America.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-4500 INSTALLATION ACCESS REQUIREMENTS (JAN 31 2012)

The contractor shall be responsible for ensuring full compliance with all installation access procedures. Installation access includes, but is not limited to, obtaining applicable installation passes and inspections for vehicles and personnel. Contractor employees may also be subject to background security checks/clearances in order to obtain credentials for passes. Some installations are using programs, such as RAPIDGate, which may result in a cost to the contractor. Any costs associated with such programs or with obtaining passes, will not be reimbursed separately and should be included in the contractor's proposed pricing for the product or services being acquired.

## CLAUSES INCORPORATED BY FULL TEXT

## 52.209-4501 PERMITS AND RESPONSIBILITIES (OCT 1995)

The Contractor shall, without additional effort by the Government, be responsible for obtaining any necessary licenses and permits, giving all notices, and complying with any applicable Federal, State, and municipal laws, codes, and regulations in connection with the supplies/services covered by this contract.

## CLAUSES INCORPORATED BY FULL TEXT

## 52.228-4500 LIABILITY TO THIRD PERSONS (APR 1997)

The contractor shall be responsible for and hold the Government harmless from all claims on the part of persons not a party to this contract for personal injury, death, and property loss or damage caused in whole or in part by the fault or negligence of the contractor, his officers, agents, or employees in the performance of work under this contract.

## CLAUSES INCORPORATED BY FULL TEXT

### 52.228-4501 VEHICLE OPERATION AND INSURANCE (DEC 2001)

a. All private-owned and Contractor-owned vehicles shall be properly licensed, insured and safety inspected in accordance with applicable federal, state and local regulations. The following automotive liability coverage is required:

(1) For Contractor-owned vehicles: Bodily injury \$200,000 per person, \$500,000 per occurrence; property damage \$20,000 per occurrence.

(2) For privately-owned vehicles: Bodily injury and property damage insurance meeting requirements of state in which vehicle is registered.

b. Vehicles licensed or registered in a state which requires a mechanical safety inspection must display a valid inspection sticker.

c. All vehicles operating at the installation are subject to the installation traffic code, copies of which are available in the office of the installation Provost Marshal.

## CLAUSES INCORPORATED BY FULL TEXT

### 52.228-4502 OTHER INSURANCE REQUIREMENTS (OCT 1995)

The contractor shall procure and maintain during the entire period of performance under this contract the following minimum insurance and shall furnish a certificate upon request by the Contracting Officer:

(1) Workmen's Compensation: As required by law of the State of Hawaii

(2) Employer's Liability: \$100,000

(3) Comprehensive General Liability: \$500,000 each occurrence.

## CLAUSES INCORPORATED BY FULL TEXT

### 52.232-4505 ADDITIONAL PAYMENT TERMS (OCT 1995)

Notwithstanding any other payment provision contained herein, the Government will not consider any net payment terms less than 30 days. Where no prompt payment terms are offered or net payment terms less than 30 days are offered, acceptance of the offer shall be considered to be on a net 30 days basis only.

## CLAUSES INCORPORATED BY FULL TEXT

#### 52.237-4500 OBSERVATION PERIOD (APR 2004)

The Contractor may be provided an observation period of up to two (2) weeks prior to full take over of services to be performed under this contract. The observation period shall be at no cost to the Government and solely at the option of the Contractor.

A Contractor representative may observe the current work effort prior to full take over of the shelf stocking, receiving/storage/holding area and custodial operations. During such time, the Contractor is prohibited from interfacing with the current Contractor (if applicable), to include queries as to internal procedures. However, the Contractor may interface with the Government [e.g., Store Director or Quality Assurance Evaluator (QAE)] to determine general work effort required during contract performance.

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.237-4501 RELATIONSHIP BETWEEN GOVERNMENT, CONTRACTOR AND CONTRACTOR PERSONNEL (OCT 1995)

- a. The Government and the Contractor understand and agree that the services to be performed under this contract by the Contractor are non-personal services and the parties recognize and agree that no employer-employee or master-servant relationship exist or will exist under the contract between the Government and the Contractor and/or between the Government and the contractor's personnel. The contractor personnel shall be responsible, not to the Government but solely to the Contractor, who, in turn, shall be accountable to the Government.
- b. The Government shall not exercise any supervision or control over Contractor personnel performing services under this contract. Contractor personnel shall not be placed under the supervision, direction, or evaluation of a Federal officer, military or civilian, in connection with performance under this contract. Likewise, Contractor personnel shall not be placed in a position of command, supervision, administration or control over DOD military or civilian personnel, or personnel of other prime contractors, performing under this contract.
- c. The Contractor shall be responsible for selecting personnel who are well qualified to perform the required services, for supervising techniques used in their work and for keeping them informed of all improvements, changes and method of operations.
- d. Rules, regulations, directives and requirements which are issued during the contract term by DOD Military Command Authorities, under their responsibility for law and order, administration, and security on the installation shall be applicable to all Contractor personnel or representatives who enter the installation, or who travel on Government transportation. This requirement shall not be construed or interpreted to establish any degree of Government control which is inconsistent with the intent of a non-personal services contract. Contractor personnel or representatives shall be subject to such checks as may be deemed necessary to assure that their presence on the installation does not violate these requirements. No employee will be permitted on the installation when such a check reveals that his presence would be detrimental to the security of the installation or the accomplishment of work. When directed by the Contracting Officer, the Contractor shall remove any employee from an assignment to perform services under this contract for reasons of misconduct or breaches of security in connection with his or her employment. Under such circumstances, replacement cost will be a Contractor expense and not reimbursable by the Government. In other instances, the Contractor shall take appropriate personnel action as required in the event of the employee misconduct in connection with his or her employment.

- e. The services to be performed under this contract shall not require the Contractor or his employees to exercise personal judgement and discretion on behalf of the Government, but rather, the Contractor's employee shall act and exercise personal judgement and discretion on behalf of the contractor.
- f. Contractor and Contractor personnel shall not be considered employees of the Federal Government and shall not be eligible, by virtue of performance under this contract, for payment by the Government of entitlements and benefits accorded federal employees.
- g. The entire consideration to the Contractor for performance of this contract is contained in the provisions for payment set forth in this contract.

## CLAUSES INCORPORATED BY FULL TEXT

### 52.237-4503 MOBILIZATION AND CONTINGENCY PLANNING (OCT 1995)

- a. In the event of a general or limited mobilization of reserve forces or an emergency which impacts upon contract performance, the contractor shall take whatever measures needed to meet any new demands placed upon him. Such demands may require increased contractor furnished property, materials, extended work hours and increased number of personnel. Added responsibility, as a result of this requirement will be added by change order or supplemental agreement by the Contracting Officer. No price increase shall become effective until approval by the Contracting Officer.
- b. To ensure that Government operations, which depend upon the services provided by this contract, can proceed with no or only minimal disruption, the contractor shall therefore plan for a mobilization or similar emergency and take actions needed to rapidly expand his contract capabilities to meet the exigency. Added responsibilities as a result of this requirement, will be added by change order or supplemental agreement by the Contracting Officer. No price increase shall become effective until approval by the Contracting Officer.

## CLAUSES INCORPORATED BY FULL TEXT

### 52.245-4500 MEDICAL TREATMENT (OCT 1995)

Government emergency vehicles and medical personnel may be used in emergency situations affecting Contractor personnel whose life may be in danger or who is suffering unendurable pain. Government facilities may be used in these instances as the first point of treatment. Transfer to other than Government medical treatment facilities shall be effected as soon as possible and as determined by attending medical authorities. Based on medical center policies in effect, charges may be made to the employee.

## CLAUSES INCORPORATED BY FULL TEXT

### 52.246-4505 GOVERNMENT PERFORMANCE OF SERVICES (OCT 1995)

- a. If, for any reason, the Contractor fails to perform any services covered by this contract, or should an emergency require performance of services beyond the capability of the contractor, the Government may, if the Contracting

Officer determines that the mission at the Kaneohe Bay Commissary is endangered, perform or supplement performance of such contract services with Government personnel. Such performance shall not constitute a breach of contract by the Government.

b. If the Government performs services with Government personnel because of the Contractor's failure to perform, as provided in paragraph "a" above, the Contractor shall permit the Government to use and operate such equipment as necessary to perform the function during a period not to exceed one hundred twenty (120) days at the location covered by the contract. The Government's right to use Contractor equipment, pursuant to this subparagraph b, shall cease in the event of cancellation of the contract. During this period any contractor-owned equipment used by the Government shall be maintained by the Government.

c. The Government shall be entitled to an equitable adjustment for the services, if any, which were performed by the Government personnel due to the Contractor's failure to perform required services. The deduction shall be made in accordance with other provisions of this contract. Government performance of services will not constitute a termination for convenience by the Government within the meaning of the FAR Clause 52.249-2.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
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	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
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	OCT 2018
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	JUL 2018
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	AUG 2019
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
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
52.210-1	Market Research	APR 2011
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	MAY 2018
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-37	Employment Reports on Veterans	FEB 2016
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	JAN 2019



52.222-54	Employment Eligibility Verification	OCT 2015
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2017
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.232-25	Prompt Payment	JAN 2017
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-6	Subcontracts for Commercial Items	AUG 2019
52.245-1	Government Property	JAN 2017
52.245-9	Use And Charges	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	OCT 2010
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	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
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.203-7004	Display of Hotline Posters	AUG 2019
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019

252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
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
252.216-7009	Allowability of Legal Costs Incurred in Connection With a Whistleblower Proceeding	SEP 2013
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	DEC 2017
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	DEC 2017
252.247-7023	Transportation of Supplies by Sea	FEB 2019

## CLAUSES INCORPORATED BY FULL TEXT

### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

### 52.217-4504 EXERCISE OF OPTION (OCT 1995)

Should the Government exercise its option to extend the term of this contract, the rates set forth in the Schedule (Section B) for each option period shall apply, except as provided by the clause entitled "Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multi Year and Option Contracts)" which is incorporated by reference in the Contract Clauses, Section I of this contract.

## CLAUSES INCORPORATED BY FULL TEXT

### 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (DEVIATION 2020-O0008) (MAR 2020)

(a) Definition. "Small business concern," as used in this clause, 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 size standards in this solicitation.

(b) Applicability. This clause applies only to—

(1) Contracts that have been totally set aside for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(d) Agreement.

(1) For a contract or an order at or below the simplified acquisition threshold, a small business concern may provide the end item of any firm. For a contract or an order exceeding the simplified acquisition threshold, a small business concern that provides an end item it did not manufacture, process, or produce, shall—

(i) Provide an end item that a small business has manufactured, processed, or produced in the United States or its outlying areas;

- (ii) Be primarily engaged in the retail or wholesale trade and normally sell the type of item being supplied; and
  - (iii) Take ownership or possession of the item(s) with its personnel, equipment, or facilities in a manner consistent with industry practice; for example, providing storage, transportation, or delivery.
- (2) For contracts or orders for multiple end items, at least 50 percent of the total value of the contract or order shall be manufactured, processed, or produced in the United States or its outlying areas by small business concerns.
- (3) Paragraphs (d)(1) through (2) of this clause do not apply to construction or service contracts.
- (End of clause)

#### 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEVIATION 2020-O0008) (MAR 2020)

- (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 small business concerns or 8(a) participants;
  - (2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) participants;
  - (3) Contracts that have been awarded on a sole-source basis in accordance with subpart 19.8;
  - (4) Orders set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F), if the order amount is expected to exceed the simplified acquisition threshold;
  - (5) Orders competed among 8(a) participants in accordance with subpart 19.8 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F), regardless of dollar value;
  - (6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference; and
  - (7) Orders issued directly to small business concerns or 8(a) participants under multiple-award contracts as described in 19.504(c)(1)(ii).
- (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 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 toward 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. Other direct costs are excluded to the extent they are not the principal purpose of the contract and cannot be obtained from small business concerns;
  - (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 toward 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 toward 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 toward the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) 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.

(g) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1) and (2) of this clause—

[Contracting Officer check as appropriate.]

\_\_\_ 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)(3) and (4) of this clause, by the end of the performance period for the order.

(End of clause)

## 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (MAR 2020)

(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 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.

(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 <http://www.sba.gov/content/table-small-business-size-standards>.

(e) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(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)

## 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

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

``Active duty wartime or campaign badge veteran," ``Armed Forces service medal veteran," ``disabled veteran," ``protected veteran," ``qualified disabled veteran," and ``recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the

Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

#### 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

#### 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be--

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or



from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at <http://www.dol.gov/olms/regs/compliance/EO13496.htm>; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(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, WG-2/2, \$16.75  
21140, Store Worker I, WG-1/2, \$14.76  
21050, Material Handling Laborer, WG2/2, \$16.75  
21071, Forklift Operator, WG-5/2, \$22.67  
21400, Warehouse Specialist, WG -5/2, \$22.67

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM). In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to SAM.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in SAM is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into SAM; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal

Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in SAM and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in SAM.

(End of Clause)

## 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):

<http://farsite.hill.af.mil/>

<https://www.acquisition.gov/comp/far/index.html>

<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of clause)

## 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

## 252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012)

(a) Definitions. As used in this clause—

“Commercial and Government entity (CAGE) code” means—

(i) A code assigned by the Defense Logistics Agency Logistics Information Service to identify a commercial or Government entity; or

(ii) A code assigned by a member of the North Atlantic Treaty Organization that the Defense Logistics Agency Logistics Information Service records and maintains in the CAGE master file. The type of code is known as an “NCAGE code.”

“Contractor-acquired property” has the meaning given in FAR clause 52.245-1. Upon acceptance by the Government, contractor-acquired property becomes Government-furnished property.

“Government-furnished property” has the meaning given in FAR clause 52.245-1.

“Item unique identification (IUID)” means a system of assigning, reporting, and marking DoD property with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items.

“IUID Registry” means the DoD data repository that receives input from both industry and Government sources and provides storage of, and access to, data that identifies and describes tangible Government personal property. The IUID Registry is—

(i) The authoritative source of Government unit acquisition cost for items with unique item identification (see DFARS 252.211-7003) that were acquired after January 1, 2004;

(ii) The master data source for Government-furnished property; and

(iii) An authoritative source for establishing the acquisition cost of end-item equipment.

“National stock number (NSN)” means a 13-digit stock number used to identify items of supply. It consists of a four-digit Federal Supply Code and a nine-digit National Item Identification Number.

“Nomenclature” means—

(i) The combination of a Government-assigned type designation and an approved item name;

(ii) Names assigned to kinds and groups of products; or

(iii) Formal designations assigned to products by customer or supplier (such as model number or model type, design differentiation, or specific design series or configuration).

“Part or identifying number (PIN)” means the identifier assigned by the original design activity, or by the controlling nationally recognized standard, that uniquely identifies (relative to that design activity) a specific item.

“Reparable” means an item, typically in unserviceable condition, furnished to the Contractor for maintenance, repair, modification, or overhaul.

“Serially managed item” means an item designated by DoD to be uniquely tracked, controlled, or managed in maintenance, repair, and/or supply systems by means of its serial number.

“Supply condition code” means a classification of materiel in terms of readiness for issue and use or to identify action underway to change the status of materiel (see <http://www2.dla.mil/j-6/dlmsso/elibrary/manuals/dlm/dlm--pubs.asp>).

“Unique item identifier (UII)” means a set of data elements permanently marked on an item that is globally unique and unambiguous and never changes, in order to provide traceability of the item throughout its total life cycle. The term includes a concatenated UII or a DoD recognized unique identification equivalent.

“Unit acquisition cost” has the meaning given in FAR clause 52.245-1.

(b) Reporting Government-furnished property to the IUID Registry. Except as provided in paragraph (c) of this clause, the Contractor shall report, in accordance with paragraph (f), Government-furnished property to the IUID Registry as follows:--

(1) Up to and including December 31, 2013, report serially managed Government-furnished property with a unit-acquisition cost of \$5,000 or greater.

(2) Beginning January 1, 2014, report—

(i) All serially managed Government-furnished property, regardless of unit-acquisition cost; and

(ii) Contractor receipt of non-serially managed items. Unless tracked as an individual item, the Contractor shall report non-serially managed items to the Registry in the same unit of packaging, e.g., original manufacturer's package, box, or container, as it was received.

(c) Exceptions. Paragraph (b) of this clause does not apply to—

(1) Contractor-acquired property;

(2) Property under any statutory leasing authority;

(3) Property to which the Government has acquired a lien or title solely because of partial, advance, progress, or performance-based payments;

(4) Intellectual property or software;

(5) Real property; or

(6) Property released for work in process.

(d) Data for reporting to the IUID Registry. To permit reporting of Government-furnished property to the IUID Registry, the Contractor's property management system shall enable the following data elements in addition to those required by paragraph (f)(1)(iii)(A)(1) through (3), (5), (7), (8), and (10) of the Government Property clause of this contract (FAR 52.245-1):

(1) Received/Sent (shipped) date.

(2) Status code.

(3) Accountable Government contract number.

(4) Commercial and Government Entity (CAGE) code on the accountable Government contract.

(5) Mark record.

- (i) Bagged or tagged code (for items too small to individually tag or mark).
  - (ii) Contents (the type of information recorded on the item, e.g., item internal control number).
  - (iii) Effective date (date the mark is applied).
  - (iv) Added or removed code/flag.
  - (v) Marker code (designates which code is used in the marker identifier, e.g., D=CAGE, UN=DUNS, LD=DODAAC).
  - (vi) Marker identifier, e.g., Contractor's CAGE code or DUNS number.
  - (vii) Medium code; how the data is recorded, e.g., barcode, contact memory button.
  - (viii) Value, e.g., actual text or data string that is recorded in its human-readable form.
  - (ix) Set (used to group marks when multiple sets exist).
- (6) Appropriate supply condition code, required only for reporting of reparables, per Appendix 2 of DoD 4000.25-2-M, Military Standard Transaction Reporting and Accounting Procedures manual (<http://www2.dla.mil/j-6/dlmsolibrary/manuals/dlm/dlm--pubs.asp>).
- (e) When Government-furnished property is in the possession of subcontractors, Contractors shall ensure that reporting is accomplished using the data elements required in paragraph (d) of this clause.
- (f) Procedures for reporting of Government-furnished property. Except as provided in paragraph (c) of this clause, the Contractor shall establish and report to the IUID Registry the information required by FAR clause 52.245-1, paragraphs (e) and (f)(1)(iii), in accordance with the data submission procedures at [http://www.acq.osd.mil/dpap/pdi/uiddata\\_submission\\_information.html](http://www.acq.osd.mil/dpap/pdi/uiddata_submission_information.html).
- (g) Procedures for updating the IUID Registry.
- (1) Except as provided in paragraph (g)(2), the Contractor shall update the IUID Registry at <https://iuid.logisticsinformationservice.dla.mil/> for changes in status, mark, custody, condition code (for reparables only), or disposition of items that are—
- (i) Received by the Contractor;
  - (ii) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor;
  - (iii) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract as determined by the Government property administrator, including reasonable inventory adjustments;
  - (iv) Disposed of; or
  - (v) Transferred to a follow-on or other contract.
- (2) The Contractor need not report to the IUID Registry those transactions reported or to be reported to the following DCMA etools:
- (i) Plant Clearance Automated Reutilization and Screening System (PCARSS); or

(ii) Lost, Theft, Damaged or Destroyed (LTDD) system.

(3) The contractor shall update the IUID Registry as transactions occur or as otherwise stated in the Contractor's property management procedure.

(End of clause)

#### 252.215-7008 ONLY ONE OFFER (JUL 2019)

(a) Cost or pricing data requirements. After initial submission of offers, if the Contracting Officer notifies the Offeror that only one offer was received, the Offeror agrees to--

(1) Submit any additional cost or pricing data that is required in order to determine whether the price is fair and reasonable or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 2306a and FAR 15.403-3); and

(2) Except as provided in paragraph (b) of this provision, if the acquisition exceeds the certified cost or pricing data threshold and an exception to the requirement for certified cost or pricing data at FAR 15.403-1(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7010, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, of this solicitation.

(b) Canadian Commercial Corporation. If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with DFARS 225.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:

(1) Profit rate or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable [U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification].

(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(c) Subcontracts. Unless the Offeror is the Canadian Commercial Corporation, the Offeror shall insert the substance of this provision, including this paragraph (c), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

(End of provision)

## 252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")

ACT

---



---



---



---

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)



## Section J - List of Documents, Exhibits and Other Attachments

## Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Performance Work Statement	72	14-APR-2020
Attachment 2	Wage Determination 2015-5689, Revision 11	12	23-DEC-2019
Attachment 3	Volume I, Cost Breakout	Excel	
Attachment 4	Volume II, Technical Capability and Personnel Proposal	Word	
Attachment 5	Volume II Typical Daily Work Schedule and Direct Labor Summary	Excel	
Attachment 6	Volume III, Past Performance Information	Word	

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2020)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561990..

(2) The small business size standard is \$12,000,000..

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(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 will be performed in the United States or its outlying areas.

(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 will be performed in the United States or its outlying areas.

(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 items.

(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 \$83,099, the provision with its Alternate II applies.

(D) If the acquisition value is \$83,099 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)

#### 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (DEC 2019)

The Offeror shall not complete the representation in 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 the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications--Commercial Items.

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

Covered telecommunications equipment or services, critical technology, and substantial or essential component have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. 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. Contractors are not prohibited 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.

(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) Representation. The Offeror represents that 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.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it “will” provide covered telecommunications equipment or services”, the Offeror shall provide the following information as part of the offer-

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

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

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, 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).

(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 FAPIS 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)

#### 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS--CERTIFICATION (JUN 2018)

(a) This provision does not apply to acquisitions below the simplified acquisition threshold or to acquisitions of commercial items as defined at FAR 2.101.

(b) Certification. [Offeror shall check either (1) or (2).]

\_\_\_\_ (1) The Offeror certifies that--

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the internet at <https://www.state.gov/t/avc/rls/rpt/>; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the internet at <https://www.state.gov/t/avc/rls/rpt/>; or

\_\_\_\_ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to [NDAA1290Cert@state.gov](mailto:NDAA1290Cert@state.gov). To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless--

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has--



- (i) Waived application under U.S.C. 2593e(d) or (e); or
  - (ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C.2593e(b).
  - (e) Remedies. The certification in paragraph (b)(1) 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 submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.
- (End of provision)

#### 52.215-4500 MINIMUM OFFER ACCEPTANCE PERIOD (MAR 2000)

- (a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation as the closing date for receipt of proposals.
- (b) This provision supersedes item 12 on the SF 33 and any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
- (c) The Government requires a minimum acceptance period of 120 calendar days.
- (d) In the space provided immediately below, offerors may specify a longer acceptance period than the Government's minimum requirement. The offeror allows the following acceptance period: \_\_\_\_\_ calendar days.
- (e) An offeror allowing less than the Government's minimum acceptance period may be rejected.
- (f) The offeror agrees to execute all that it has undertaken to do, in compliance with its offer, if the offer is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

#### 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2019)

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) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

(iii) 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.

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

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

(vi) 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.

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

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

(ix) 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.

(e) The offeror has completed the annual representations and certifications electronically via the SAM Web site 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 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 located in the SAM database.

(End of provision)

## Section L - Instructions, Conditions and Notices to Bidders

## CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2017
52.237-1	Site Visit	APR 1984

## CLAUSES INCORPORATED BY FULL TEXT

## 52.209-4500 PREAWARD SURVEY (OCT 1995)

The Government reserves the right, prior to making any award, to conduct preaward surveys of prospective Contractors in order to determine that the Contractors can meet the minimum standards for responsible prospective Contractors as delineated in Federal Acquisition Regulation 9.104. The preaward survey may include but will not necessarily be limited to the following factors:

- a. Financial resources;
- b. Ability to comply with required schedule;
- c. Past record of integrity;
- d. Past record of performance; and
- e. Be otherwise qualified and eligible to receive an award of a contract.

## 52.211-4500 AVAILABILITY OF REGULATIONS (APR 2001)

- a. None of the regulations, manuals, bulletins, etc., referenced in the solicitation will be issued with the solicitation. Information regarding requests for publications should be addressed to the Defense Commissary Agency, Contracting Business Unit Services Division, (CICS), 1300 E Avenue, Fort Lee, Virginia 23801-1800.
- b. When utilizing the regulations, manuals, bulletins, etc., referenced in the solicitation whether for Mandatory Compliance or Advisory only, the most current revisions as set forth in the applicable indices as of issuance date of this solicitation shall be used.

## 52.215-4509 PROPOSAL SUBMISSION (FORMAT AND CONTENT) (APR 2004)

## (a) GENERAL:

- (1) Proposals that comply with the requirements in this solicitation will be evaluated in accordance with Section M. Proposals that fail to comply with content or format requirements may be rejected without further evaluation.
- (2) Submit proposals in three (3) distinctly severable parts consisting of the volumes listed in paragraphs (b), (c) and (d) of this provision. To ensure consideration of all required information by the various evaluators, you may have to present the same information, in the same or different format, in more than one volume. Ensure information

and statements on similar topics (e.g., number of work hours and productivity rates) are consistent throughout the proposal.

(3) Page limits apply to volumes and sections as indicated below. Beginning with the first page, only the number of pages up to the specified limit will be considered. Tabs and dividers will not be considered in the page count. Pages in excess of the number specified for the volume will not be considered.

(4) Utilization of FedBizOpps and/or compact disk (CD) provides the required forms and formats for submitting proposals in response to this solicitation. Some forms have protected formats and cells, however the necessary inputs are "unprotected" and may be changed as needed to adequately reflect your proposal. Formulas are included where appropriate to automatically generate various computations. The offeror is ultimately responsible for the accuracy of all calculations. The Cost Breakout and Direct Labor Summary must be submitted in hard copy as well as on a CD in Microsoft Excel. If there are mathematical calculation differences between the hard copy and computer disk, the hard copy shall take precedence. The remaining submission requirements are needed in hard copy only. The following items have been provided in the electronic formats indicated:

(i) Microsoft Excel  
Cost Breakout  
Typical Daily Work Schedule (1<sup>st</sup> Tab)  
Direct Labor Summary (2<sup>nd</sup> Tab)

(ii) Microsoft Word

Technical Capability and Personnel Proposal  
Past Performance Data Form  
Sample Customer Notification Letter

(b) VOLUME I (original and 2 copies with computer disk of cost breakout): SOLICITATION SECTIONS A, B AND K, AND COST BREAKOUT.

(1) SECTION A, Standard Form 33 (Solicitation, Offer and Award) completed and signed by an authorized representative on behalf of the offeror;

(2) SECTION B, (Supplies or Services and Prices/Costs) with pricing for each line item/unit of issue as shown;

(3) SECTION K, (Representations, Certifications, and other statements of offerors) completed by the offeror;

(4) COST BREAKOUT:

Using the cost format at Attachment 3, provide details of your proposed costs. The format provides detail for the base period of work effort. If you have changes in costs for any of the option periods, provide additional submissions of the cost format for each option period in which changes occur. The annual totals generated by using the prescribed format shall be consistent with Schedule B of this solicitation.

The cost breakout format has built in Service Contract Act Wage Determination rates and applicable calculations. The total cost is automatically generated. The computer-generated spreadsheets shall be submitted on CDs. Files shall be named as follows:

Kaneohe Bay – Base Year  
Kaneohe Bay 1 – Option Year One  
Kaneohe Bay 2 – Option Year Two  
Kaneohe Bay 3 – Option Year Three  
Kaneohe Bay 4 – Option Year Four

(c) VOLUME II (original and 4 copies with CD of the Direct Labor Summary): TECHNICAL CAPABILITY AND PERSONNEL PROPOSAL, TYPICAL DAILY WORK SCHEDULE and DIRECT LABOR SUMMARY

(1) Using the format at Attachment 4, provide the information requested including the question first, followed by your response. Responses may be narrative, charts, diagrams or other visuals that clearly and accurately represent the response. The length of response to each individual question is not limited, however you must provide responses to all questions. This volume is limited to 24 single-sided or 12 double-sided pages not including the "Typical Daily Work Schedule" and "Direct Labor Summary" forms. Pages in this volume shall be numbered sequentially beginning with page one (1).

(2) TYPICAL DAILY WORK SCHEDULE. Complete the "Typical Daily Work Schedule" form at Attachment 5. When completing the form, enter all the data requested, ensuring your data entries agree with the information provided in other parts of your proposal and computations are correct.

(3) DIRECT LABOR SUMMARY. Complete the "Direct Labor Summary" form at Attachment 5. When completing the form, enter all of the data requested, ensuring your data entries agree with the information provided in other parts of your proposal and computations are correct. Submit data in both hard copy and disk format with the file name DLS.

(d) VOLUME III (original and 2 copies): PAST PERFORMANCE INFORMATION

(1) REFERENCE REQUIREMENTS: Provide a reference for each contract completed during the past three (3) years and each contract currently in process using the form provided at Attachment 6. References may include contracts entered into with the Federal Government, agencies of state and local governments, and commercial customers.

(2) CUSTOMER NOTIFICATION: Offerors shall send each non-federal government customer a letter (See sample at Attachment 6) authorizing the customer to provide past performance information to the government. A copy of each customer notification letter shall be provided with the past performance information. (Note: If you have more than one contract with the same customer, you only need to send that customer one notification letter.)

(3) NEWLY FORMED ENTITIES/NAME CHANGES: Offerors that are newly formed entities without prior contracts should list contracts as required above for all key personnel. Companies that have changed names are not considered "newly formed entities" and shall submit past performance information under any prior company names.

(4) JOINT VENTURES: Joint ventures shall submit past performance information from all companies forming the joint venture and indicate the estimated percentage of contribution being made by each company.

(5) PAGE LIMITATIONS AND NUMBERING:

(i) Reference information is limited to 1 single-sided page per reference using the required form.

(ii) Copies of customer notification letters are limited to 1 single-sided page per customer.

(iii) The offeror shall sequentially number the pages of this volume beginning with page one (1).

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

(End of provision)

## 52.233-2 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 **Defense Commissary Agency; Acquisition Management Directorate, Store Services Support Division (ATTN: CCQTC); 1300 E. Avenue; Fort Lee, Virginia 23801-1800.**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

## 52.233-4500 INDEPENDENT REVIEW OF AGENCY PROTESTS (JAN 2020)

Offerors/bidders may submit their agency protest directly to the contracting officer or request an independent review at a level above the contracting officer. The independent review is available as an alternative to consideration of the agency protest by the contracting officer. The independent review is not an appeal of the contracting officer's decision on an agency protest.

Agency protests for consideration by the contracting officer must be submitted to the issuing office indicated on the face of the solicitation. Agency protests for consideration by a level above the contracting officer must be submitted to:

Director, Acquisition Management  
Defense Commissary Agency  
ATTN: CCQ  
1300 E Avenue  
Fort Lee, Virginia 23801-1800

## 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):

<http://www.arnet.gov/far>  
<http://farsite.hill.af.mil>  
[www.acq.osd.mil/dp/dars/dfars.html](http://www.acq.osd.mil/dp/dars/dfars.html)

(End of provision)

## Section M - Evaluation Factors for Award

## CLAUSES INCORPORATED BY REFERENCE

52.217-5

Evaluation Of Options

JUL 1990

## CLAUSES INCORPORATED BY FULL TEXT

## 52.215-4503 AWARD OF CONTRACT (APR 2004)

Except for any portions of this solicitation that may be subject to cost comparison (52.207-2), any contract awarded as the result of this solicitation shall be for items constituting the base period of operations (0001-0001AH).. However, prices are required to be submitted for all items to include the option periods.

## 52.215-4507 PROPOSAL EVALUATION (APR 2004)

## PROPOSAL EVALUATION

## (a) GENERAL:

(1) Using the tradeoff process, award will be made to the responsible offeror whose offer conforming to the solicitation will provide the best value to the Government considering the factors set forth below. The process permits tradeoffs among cost or price and non-cost factors and allows the Government to accept other than the lowest priced proposal or other than the highest technically rated offeror.

(2) All proposals submitted which comply with the solicitation requirements will be evaluated. Proposals that fail to comply with content or format requirements specified in Section L of this solicitation may be rejected without further evaluation.

## (b) OUTLINE OF EVALUATION FACTORS, SUBFACTORS, ELEMENTS, AND SUBELEMENTS:

## FACTOR: PERFORMANCE CAPABILITY

## Subfactor: Technical Capability

## Element: Operations

Subelements: Night Shelf Stocking  
Receiving/Storage/Holding  
Night Custodial  
Day Requirements

## Element: Quality Control

## Subfactor: Personnel

## Element: Direct Labor

Subelements: Night Shelf Stocking  
Receiving/Storage/Holding  
Night Custodial  
Day Requirements

## Element: Indirect Labor



## Subfactor: Past Performance

Elements:     Similarity of Experience  
                   Quality of Service  
                   Timeliness of Performance  
                   Business Relations

## FACTOR: PRICE

## (c) RELATIVE IMPORTANCE OF EVALUATION FACTORS, SUBFACTORS, ELEMENTS, AND SUBELEMENTS:

(1) FACTORS: Of the two evaluation factors, PERFORMANCE CAPABILITY is approximately equal to PRICE.

## (2) PERFORMANCE CAPABILITY:

(i) Unless stated otherwise below, all subfactors, elements, and subelements are listed in descending order of importance under their respective factor, subfactor, or element.

(ii) Of the two elements of the Technical Capability subfactor, Operations is substantially more important than Quality Control.

(iii) Of the two elements of the Personnel subfactor, Direct Labor is substantially more important than Indirect Labor.

## (d) PAST PERFORMANCE:

(1) Past performance evaluation is a subjective process considering relevant facts, circumstances, and trends. The evaluation will consider:

(i) similarity or dissimilarity of size, scope, and complexity of experience to current contract requirements, and recentness of performance;

(ii) the offeror's demonstrated ability to provide quality services;

(iii) the offeror's ability to complete services on time;

(iv) the offeror's ability to develop and maintain productive and responsible business relations and to address concerns and resolve problems during contract performance.

(2) In addition to information provided by the offeror in the proposal, the government may use data from other customers, consumer protection organizations, and other entities with useful and relevant information.

(3) If neither the business nor any key personnel have a record of relevant past performance or past performance is not available, past performance will not be rated favorably or unfavorably.

(e) PRICE AND PRICE REALISM: Proposals will be evaluated to determine whether offered prices are realistic in relation to the work to be performed, reflect a clear understanding of the requirements, and are consistent with other portions of the offeror's proposal. The PRICE factor will not be scored.