

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER HQCMDK73460001000		PAGE 1 OF 75	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER HDEC0518Q0009	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME LOIS S. MALONE				b. TELEPHONE NUMBER (No Collect Calls) (804) 734-8000 EXT 86062	
8. OFFER DUE DATE/LOCAL TIME 02:00 PM 02 Mar 2018		9. ISSUED BY DEFENSE COMMISSARY AGENCY ENTERPRISE ACQUISITION DIVISION 1300 E AVENUE FORT LEE VA 23801-1800 TEL: FAX:		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 561710 SIZE STANDARD: \$11,000,000	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO FORT WORTH NAS JRB STORE DIRECTOR 1765 MILITARY PARKWAY FORT WORTH TX 76127-6280 TEL: (817) 782-3687 FAX:		16. ADMINISTERED BY		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
17a. CONTRACTOR/OFFEROR		18a. PAYMENT WILL BE MADE BY		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY	
22. UNIT		23. UNIT PRICE		24. AMOUNT		25. ACCOUNTING AND APPROPRIATION DATA	
26. TOTAL AWARD AMOUNT (For Govt. Use Only)		27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.	
29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	
30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED		31d. TEL:	
31e. EMAIL:							

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 75	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>Fort Worth-Integrated Pest Management FFP</p> <p>Contractor shall provide pest management services using Integrated Pest Management (IPM) techniques in accordance with the Attachment 1 - Statement of Work (SOW) and with incorporated Contractor's IPM Plan. Commissary square footage: Approximately 92,817</p> <p>Any chemical not previously submitted on a Pesticide Use Proposal (PUP) and approved by the Fort Worth Entomology Office, must be submitted to that office for approval prior to use. A copy of each approved PUP shall be provided to the commissary and the Contracting Officer.</p> <p>Base Period: April 1, 2018 through March 31, 2019 LOCATION: Fort Worth Commissary 1765 Military Parkway Fort Worth, TX 76127 Ship To DODAAC: HQCMDK</p> <p>POC: Cordelia Hernandez: (817) 782-3687 or cordelia.hernandez@deca.mil Lorenzo Cherry: (817) 782-3660 or lorenzo.cherry@deca.mil PURCHASE REQUEST NUMBER: HQCMDK73460001000</p>				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Initial Set-up Labor Equip & Materials FFP Initial materials and labor consists of installation of secured exterior tamper resistant bait stations and interior mechanical traps to include bait stations, tin cats, glue boards, snap traps, flying insect trapping lights, and inceptors, as needed. Contractor shall rodent eradication plan in addition to a separate breakdown of proposed equipment, materials, labor and transportation for the initial set-up. Replacement cost of initial equipment and materials should be included in the scheduled weekly service cost. FOB: Destination	1	Each		

NET AMT

PSC CD: S207

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Scheduled Pest Management Services FFP Contractor to provide pest management services twice per month in accordance with Attachment 1 - Statement of Work to include monitoring, servicing, and replacing tamper resistant bait stations, interior mechanical traps, changing glue boards, snap traps, interceptors and bulbs in flying insect trapping lights as needed. Removal of dead rodents as needed is also inclusive under twice monthly servicing. FOB: Destination	24	Each		

NET AMT

PSC CD: S207

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

12

Each

Flying Insect Program
FFP

Contractor shall provide trapping devices for indoor fly/moth control per
Attachment 1 - SOW when required. Cost is to include monthly service per trap.

Number of estimated traps required: _____ Cost for purchasing and
installation of the flying insect traps(light) included in initial setup costs.

Monthly cost to service flying insect lights: \$ _____

NOTE: Cost for annual replacement of bulbs should be included in the calculation
of the monthly costs.

Additional trapping devices must be preapproved by Commissary Management and
Contracting Officer beyond the original amount quoted and approved.
FOB: Destination

NET AMT

PSC CD: S207

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0001AD

1

Each

Nuisance Bird Management Program
FFP

Contractor to prevent birds from nesting, roosting or loafing on exterior and interior surfaces in accordance with the SOW. Services will be provided at Government's request when necessary.

HOURLY RATE: \$ _____

The contractor may request to be reimbursed for materials and supplies furnished or used while performing bird management service calls, unless the supplies are due to the contractor's negligence. Cost for materials or supplies will be no greater than that charged to the contractor's commercial customer. Materials and supplies shall be itemized and billed as separate items on the contractor's invoice in addition to the hourly rate.

FOB: Destination

NET AMT

PSC CD: S207

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE		1	Each		

Unscheduled Pest Management Services

FFP

Special requests and emergency service, such as animal control, special equipment, bird netting and trapping, etc. that are required outside the normal scheduled services to maintain the IPM Plan in accordance with the SOW.

Normal Hourly Rate: \$ _____ X 10 hours = \$ _____ (A)

Monday thru Friday, 0600-1800

Overtime Rate: \$ _____ x 5 hours = \$ _____ (B)

(Other than normal duty hours, to include holidays)

Trip Charge: \$ _____ x 5 trips = \$ _____ (C)

(Round Trip from Contractor's Business to commissary and return)

Total of A+B+C = \$ _____

The above hours are estimated amounts for evaluation purposes only and are not to be construed as guaranteed quantities or actual number of hours. The Government will insert a Not To Exceed (NTE) amount for Unscheduled Pest Control Services at the time of award.

The contractor may request to be reimbursed for materials and supplies furnished or used while performing Unscheduled Service Calls, unless the additional supplies/materials are due to the Contractor's negligence or already covered under another CLIN. Cost for materials and supplies will be no greater than that charged to the Contractor's commercial customer. Materials and supplies shall be itemized and billed as separate items on the Contractor's invoice in addition to the hourly rate.

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	<p>Fort Worth-Integrated Pest Management FFP</p> <p>Contractor shall provide pest management services using Integrated Pest Management (IPM) techniques in accordance with the Attachment 1 - Statement of Work (SOW) and with incorporated Contractor's IPM Plan. Commissary square footage: Approximately 92,817</p> <p>Any chemical not previously submitted on a Pesticide Use Proposal (PUP) and approved by the Fort Worth Entomology Office, must be submitted to that office for approval prior to use. A copy of each approved PUP shall be provided to the commissary and the Contracting Officer.</p> <p>First Option Period: April 1, 2019 through March 31, 2020 LOCATION: Fort Worth Commissary 1765 Military Parkway Fort Worth, TX 76127 Ship To DODAAC: HQCMDK</p> <p>POC: Cordelia Hernandez: (817) 782-3687 or cordelia.hernandez@deca.mil Lorenzo Cherry: (817) 782-3660 or lorenzo.cherry@deca.mil</p>				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AB OPTION	<p>Scheduled Pest Management Services FFP</p> <p>Contractor to provide pest management services twice per month in accordance with Attachment 1 - Statement of Work to include monitoring, servicing, and replacing tamper resistant bait stations, interior mechanical traps, changing glue boards, snap traps, interceptors and bulbs in fly lights as needed. Removal of dead rodents as needed is also inclusive under twice monthly servicing. FOB: Destination</p>				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AC OPTION	Flying Insect Program FFP Contractor shall provide trapping devices for indoor fly/moth control per the SOW when required. Cost is to include monthly service per trap. Number of estimated traps required: \$ _____ Monthly cost per trap: \$ _____ Additional trapping devices must be preapproved by Commissary Management and Contracting Officer. FOB: Destination	12	Each		

NET AMT

PSC CD: S207

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AD OPTION	Nuisance Bird Management Program FFP	1	Each		

Contractor to prevent birds from nesting, roosting or loafing on exterior and interior surfaces in accordance with the SOW. Services will be provided at Government's request when necessary.

HOURLY RATE: \$ _____

The contractor may request to be reimbursed for materials and supplies furnished or used while performing bird management service calls, unless the supplies are due to the contractor's negligence. Cost for materials or supplies will be no greater than that charged to the contractor's commercial customer. Materials and supplies shall be itemized and billed as separate items on the contractor's invoice in addition to the hourly rate.

FOB: Destination

NET AMT

PSC CD: S207

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AE		1	Each		

OPTION

Unscheduled Pest Management Services

FFP

Special requests and emergency service, such as animal control, special equipment, bird netting and trapping, etc. that are required outside the normal scheduled services to maintain the IPM Plan in accordance with the SOW.

Normal Hourly Rate: \$ _____ X 10 hours = \$ _____ (A)

Monday thru Friday, 0600-1800

Overtime Rate: \$ _____ x 5 hours = \$ _____ (B)

(Other than normal duty hours, to include holidays)

Trip Charge: \$ _____ x 5 trips = \$ _____ (C)

(Round Trip from Contractor's Business to commissary and return)

Total of A+B+C = \$ _____

The above hours are estimated amounts for evaluation purposes only and are not to be construed as guaranteed quantities or actual number of hours. The Government will insert a Not To Exceed (NTE) amount for Unscheduled Pest Control Services at the time of award.

The contractor may request to be reimbursed for materials and supplies furnished or used while performing Unscheduled Service Calls, unless the additional supplies/materials are due to the Contractor's negligence or already covered under another CLIN. Cost for materials and supplies will be no greater than that charged to the Contractor's commercial customer. Materials and supplies shall be itemized and billed as separate items on the Contractor's invoice in addition to the hourly rate.

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	Fort Worth-Integrated Pest Management FFP				

Contractor shall provide pest management services using Integrated Pest Management (IPM) techniques in accordance with the Attachment 1 - Statement of Work (SOW) and with incorporated Contractor's IPM Plan. Commissary square footage: Approximately 92,817

Any chemical not previously submitted on a Pesticide Use Proposal (PUP) and approved by the Fort Worth Entomology Office, must be submitted to that office for approval prior to use. A copy of each approved PUP shall be provided to the commissary and the Contracting Officer.

Second Option Period: April 1, 2020 through March 31, 2021

LOCATION: Fort Worth Commissary

1765 Military Parkway

Fort Worth, TX 76127

Ship To DODAAC: HQCMDK

POC: Cordelia Hernandez: (817) 782-3687 or cordelia.hernandez@deca.mil

Lorenzo Cherry: (817) 782-3660 or lorenzo.cherry@deca.mil

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AB OPTION	Scheduled Pest Management Services FFP Contractor to provide pest management services twice per month in accordance with Attachment 1 - Statement of Work to include monitoring, servicing, and replacing tamper resistant bait stations, interior mechanical traps, changing glue boards, snap traps, interceptors and bulbs in fly lights as needed. Removal of dead rodents as needed is also inclusive under twice monthly servicing. FOB: Destination	24	Each		

NET AMT

PSC CD: S207

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AC OPTION	Flying Insect Program FFP Contractor shall provide trapping devices for indoor fly/moth control per Attachment 1 - SOW when required. Cost is to include monthly service per trap. Number of estimated traps required: _____ Cost for purchasing and installation of the flying insect traps(light) included in initial setup costs. Monthly cost to service flying insect lights: \$ _____ NOTE: Cost for annual replacement of bulbs should be included in the calculation of the monthly costs. Additional trapping devices must be preapproved by Commissary Management and Contracting Officer beyond the original amount quoted and approved. FOB: Destination	12	Each		

NET AMT

PSC CD: S207

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AD		1	Each		
OPTION	Nuisance Bird Management Program				

FFP

Contractor to prevent birds from nesting, roosting or loafing on exterior and interior surfaces in accordance with the SOW. Services will be provided at Government's request when necessary.

HOURLY RATE: \$ _____

The contractor may request to be reimbursed for materials and supplies furnished or used while performing bird management service calls, unless the supplies are due to the contractor's negligence. Cost for materials or supplies will be no greater than that charged to the contractor's commercial customer. Materials and supplies shall be itemized and billed as separate items on the contractor's invoice in addition to the hourly rate.

FOB: Destination

NET AMT

PSC CD: S207

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AE		1	Each		
OPTION	Unscheduled Pest Management Services				

FFP

Special requests and emergency service, such as animal control, special equipment, bird netting and trapping, etc. that are required outside the normal scheduled services to maintain the IPM Plan in accordance with the SOW.

Normal Hourly Rate: \$_____ X 10 hours = \$_____ (A)

Monday thru Friday, 0600-1800

Overtime Rate: \$_____ x 5 hours = \$_____ (B)

(Other than normal duty hours, to include holidays)

Trip Charge: \$_____ x 5 trips = \$_____ (C)

(Round Trip from Contractor's Business to commissary and return)

Total of A+B+C = \$_____

The above hours are estimated amounts for evaluation purposes only and are not to be construed as guaranteed quantities or actual number of hours. The Government will insert a Not To Exceed (NTE) amount for Unscheduled Pest Control Services at the time of award.

The contractor may request to be reimbursed for materials and supplies furnished or used while performing Unscheduled Service Calls, unless the additional supplies/materials are due to the Contractor's negligence or already covered under another CLIN. Cost for materials and supplies will be no greater than that charged to the Contractor's commercial customer. Materials and supplies shall be itemized and billed as separate items on the Contractor's invoice in addition to the hourly rate.

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 OPTION	<p>Fort Worth-Integrated Pest Management FFP</p> <p>Contractor shall provide pest management services using Integrated Pest Management (IPM) techniques in accordance with the Attachment 1 - Statement of Work (SOW) and with incorporated Contractor's IPM Plan. Commissary square footage: Approximately 92,817</p> <p>Any chemical not previously submitted on a Pesticide Use Proposal (PUP) and approved by the Fort Worth Entomology Office, must be submitted to that office for approval prior to use. A copy of each approved PUP shall be provided to the commissary and the Contracting Officer.</p> <p>Third Option Period: April 1, 2021 through March 31, 2022</p> <p>LOCATION: Fort Worth Commissary 1765 Military Parkway Fort Worth, TX 76127</p> <p>Ship To DODAAC: HQCMDK</p> <p>POC: Cordelia Hernandez: (817) 782-3687 or cordelia.hernandez@deca.mil Lorenzo Cherry: (817) 782-3660 or lorenzo.cherry@deca.mil</p>				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AB OPTION	<p>Scheduled Pest Management Services FFP</p> <p>Contractor to provide pest management services twice per month in accordance with Attachment 1 - Statement of Work to include monitoring, servicing, and replacing tamper resistant bait stations, interior mechanical traps, changing glue boards, snap traps, interceptors and bulbs in fly lights as needed. Removal of dead rodents as needed is also inclusive under twice monthly servicing.</p> <p>FOB: Destination</p>	24	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AC OPTION	Flying Insect Program FFP	12	Each		

Contractor shall provide trapping devices for indoor fly/moth control per Attachment 1 - SOW when required. Cost is to include monthly service per trap.

Number of estimated traps required: _____ Cost for purchasing and installation of the flying insect traps(light) included in initial setup costs.

Monthly cost to service flying insect lights: \$ _____

NOTE: Cost for annual replacement of bulbs should be included in the calculation of the monthly costs.

Additional trapping devices must be preapproved by Commissary Management and Contracting Officer beyond the original amount quoted and approved.
FOB: Destination

NET AMT

PSC CD: S207

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AD OPTION	Nuisance Bird Management Program FFP	1	Each		

Contractor to prevent birds from nesting, roosting or loafing on exterior and interior surfaces in accordance with the SOW. Services will be provided at Government's request when necessary.

HOURLY RATE: \$ _____

The contractor may request to be reimbursed for materials and supplies furnished or used while performing bird management service calls, unless the supplies are due to the contractor's negligence. Cost for materials or supplies will be no greater than that charged to the contractor's commercial customer. Materials and supplies shall be itemized and billed as separate items on the contractor's invoice in addition to the hourly rate.

FOB: Destination

NET AMT

PSC CD: S207

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AE		1	Each		
OPTION	Unscheduled Pest Management Services				

FFP

Special requests and emergency service, such as animal control, special equipment, bird netting and trapping, etc. that are required outside the normal scheduled services to maintain the IPM Plan in accordance with the SOW.

Normal Hourly Rate: \$ _____ X 10 hours = \$ _____ (A)

Monday thru Friday, 0600-1800

Overtime Rate: \$ _____ x 5 hours = \$ _____ (B)

(Other than normal duty hours, to include holidays)

Trip Charge: \$ _____ x 5 trips = \$ _____ (C)

(Round Trip from Contractor's Business to commissary and return)

Total of A+B+C = \$ _____

The above hours are estimated amounts for evaluation purposes only and are not to be construed as guaranteed quantities or actual number of hours. The Government will insert a Not To Exceed (NTE) amount for Unscheduled Pest Control Services at the time of award.

The contractor may request to be reimbursed for materials and supplies furnished or used while performing Unscheduled Service Calls, unless the additional supplies/materials are due to the Contractor's negligence or already covered under another CLIN. Cost for materials and supplies will be no greater than that charged to the Contractor's commercial customer. Materials and supplies shall be itemized and billed as separate items on the Contractor's invoice in addition to the hourly rate.

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001 OPTION	<p>Fort Worth-Integrated Pest Management FFP</p> <p>Contractor shall provide pest management services using Integrated Pest Management (IPM) techniques in accordance with the Attachment 1 - Statement of Work (SOW) and with incorporated Contractor's IPM Plan. Commissary square footage: Approximately 92,817</p> <p>Any chemical not previously submitted on a Pesticide Use Proposal (PUP) and approved by the Fort Worth Entomology Office, must be submitted to that office for approval prior to use. A copy of each approved PUP shall be provided to the commissary and the Contracting Officer.</p> <p>Fourth Option Period: April 1, 2022 through March 31, 2023 LOCATION: Fort Worth Commissary 1765 Military Parkway Fort Worth, TX 76127 Ship To DODAAC: HQCMDK</p> <p>POC: Cordelia Hernandez: (817) 782-3687 or cordelia.hernandez@deca.mil Lorenzo Cherry: (817) 782-3660 or lorenzo.cherry@deca.mil</p>				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AB OPTION	<p>Scheduled Pest Management Services FFP</p> <p>Contractor to provide pest management services twice per month in accordance with Attachment 1 - Statement of Work to include monitoring, servicing, and replacing tamper resistant bait stations, interior mechanical traps, changing glue boards, snap traps, interceptors and bulbs in fly lights as needed. Removal of dead rodents as needed is also inclusive under twice monthly servicing. FOB: Destination</p>				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AC OPTION	Flying Insect Program FFP	12	Each		
	Contractor shall provide trapping devices for indoor fly/moth control per Attachment 1 - SOW when required. Cost is to include monthly service per trap.				
	Number of estimated traps required: _____ Cost for purchasing and installation of the flying insect traps(light) included in initial setup costs.				
	Monthly cost to service flying insect lights: \$ _____				
	NOTE: Cost for annual replacement of bulbs should be included in the calculation of the monthly costs.				
	Additional trapping devices must be preapproved by Commissary Management and Contracting Officer beyond the original amount quoted and approved.				
	FOB: Destination				

 NET AMT

PSC CD: S207

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AD OPTION	Nuisance Bird Management Program FFP	1	Each		

Contractor to prevent birds from nesting, roosting or loafing on exterior and interior surfaces in accordance with the SOW. Services will be provided at Government's request when necessary.

HOURLY RATE: \$ _____

The contractor may request to be reimbursed for materials and supplies furnished or used while performing bird management service calls, unless the supplies are due to the contractor's negligence. Cost for materials or supplies will be no greater than that charged to the contractor's commercial customer. Materials and supplies shall be itemized and billed as separate items on the contractor's invoice in addition to the hourly rate.

FOB: Destination

NET AMT

PSC CD: S207

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AE		1	Each		

OPTION

Unscheduled Pest Management Services
FFP

Special requests and emergency service, such as animal control, special equipment, bird netting and trapping, etc. that are required outside the normal scheduled services to maintain the IPM Plan in accordance with the SOW.

Normal Hourly Rate: \$ _____ X 10 hours = \$ _____ (A)
Monday thru Friday, 0600-1800

Overtime Rate: \$ _____ x 5 hours = \$ _____ (B)
(Other than normal duty hours, to include holidays)

Trip Charge: \$ _____ x 5 trips = \$ _____ (C)
(Round Trip from Contractor's Business to commissary and return)

Total of A+B+C = \$ _____

The above hours are estimated amounts for evaluation purposes only and are not to be construed as guaranteed quantities or actual number of hours. The Government will insert a Not To Exceed (NTE) amount for Unscheduled Pest Control Services at the time of award.

The contractor may request to be reimbursed for materials and supplies furnished or used while performing Unscheduled Service Calls, unless the additional supplies/materials are due to the Contractor's negligence or already covered under another CLIN. Cost for materials and supplies will be no greater than that charged to the Contractor's commercial customer. Materials and supplies shall be itemized and billed as separate items on the Contractor's invoice in addition to the hourly rate.

FOB: Destination

NET AMT

PSC CD: S207

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2016
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2016
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014

52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	MAY 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5 Alt I	Pollution Prevention and Right-to-Know Information (May 2011) Alternate I	MAY 2011
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
52.232-18	Availability Of Funds	APR 1984
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-1	Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.216-7009	Allowability of Legal Costs Incurred in Connection With a Whistleblower Proceeding	SEP 2013
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.246-7000	Material Inspection And Receiving Report	MAR 2008

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**52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2017)**

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

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

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

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

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(j) Unique entity identifier. (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

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

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

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

(End of provision)

ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS

I. SITE VISIT: A site visit to access the facilities is **MANDATORY** and **shall be scheduled** in order to provide a quote.

The site visit will be conducted for two (2) days ONLY: Wednesday - Thursday (February 21 - 22, 2018).
Coordinate site visit by contacting one of the following:

POCs: Cordelia Hernandez: (817) 782-3687 or cordelia.hernandez@deca.mil
Lorenzo Cherry: (817) 782-3660 or lorenzo.cherry@deca.mil

NOTE: All contractors must call to set up an appointment for one of the above site visit dates.

II. SUBMISSION OF QUOTES: Reference 52.212-1 Paragraph (b)

Quoters shall submit an original copy of the following documents to lois.malone@deca.mil.

(1) Standard Form 1449, Solicitation/Contract/Order for Commercial items, page 1, Blocks 17a, 17b (if applicable), 30a, 30b, 30c completed and signed by an authorized representative on behalf of the quoter. Discount terms, if any, in Block 12.

(2) Schedule of Supplies/Services to include price per visit/month (Item No's 0001AA-4001AE (**pages 3-22**) of solicitation. Submit completed solicitation Schedule of Supplies/Services and the attached **Pricing Spreadsheet (Attachment 3)**. NOTE: The prices for the CLINs in the Solicitation and Attachment 3 Pricing Spreadsheet MUST correlate and match.

(3) Electronic Annual Representations and Certifications shall be completed for prospective contractors at <https://www.acquisition.gov> in conjunction with required registration in the System for Award Management (SAM) www.sam.gov database prior to submission of the offer.

(4) Submit the following information: (Note may be provided in block 30a on the Standard Form 1449

(a) Dun and Bradstreet (DUNS) or DUNS + 4 Number: _____

(b) Contractor E-Mail Address: _____

(5) Technical and Past Performance information requested:

(a) **Technical** – The offeror is required to provide the information below in a written statement to explain their technical capability. A written response is required for each item.

- 1) **PUP** – Pesticide Use Proposal (**Attachment 4**)
- 2) **IPMP** – Integrated Pest Management Plan tailored for Fort Wright Commissary (in accordance with **Attachment 1** Statement of Work)

(b) **References: Three (3)** past performance references are requested to be submitted that are most similar to the work of this solicitation that you have performed in the past three years.

- 1) The attached **Past Performance Survey (Attachment 2)** should be completed and submitted directly, from **your reference**, to the contract specialist via email to lois.malone@deca.mil.
- 2) Past performance references are requested to be submitted by the **closing date of the solicitation (March 2, 2018)**. NOTE: Surveys provided directly by the offeror will not be considered.

DeCA reserves the right to consider any other past performance information available to the Government such as PPIRS or other databases.

North American Industry Classification System (NAICS) Code applicable to this solicitation is **561710** and the Size Standard is \$11.0 mil. Per FAR 4.1201(a): Prospective contractors **SHALL** complete electronic annual representations and certifications (**Reps & Certs**) at <https://www.acquisition.gov> database. Your Reps and Certs must include the NAICS applicable to this solicitation document and indicate your organization's business size status.

Per 13 CFR 121.104 - If the size determination is based on **average annual gross revenue**, the method for determining business size status is based on the company's average annual gross revenues for the last three fiscal years. Organizations whose average annual gross revenues exceed the size standard of this solicitation are considered large businesses. [Additional definition is available by searching 13CFR121 at <http://www.gpoaccess.gov/cfr/index.html>]

III. PERIOD FOR ACCEPTANCE OF QUOTES: Reference 52.212-1 Paragraph(c)

The Government requires a minimum acceptance period of 90 calendar days in lieu of the 30 calendar days as specified in FAR 52.212-1(c), Period of Acceptance of Quotes. The Government will not award a contract to a quoter allowing less than the Government's minimum acceptance period.

IV. COLLECTIVE BARGAINING AGREEMENTS (CBAs):

The contractor is required to submit all CBAs applicable to the facility providing service to the requested store location. The CBA is required to be completely signed.

If the CBA is currently in negotiation, an unsigned copy will suffice and must be submitted with the quote.

V. NOTICE OF AWARD:

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

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

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers using Simplified Acquisition Procedures:

- 1. Technical Capability**
 - a. Pesticide Use Proposal (PUP)
 - b. Integrated Pest Management (IPM) Plan
- 2. Past Performance***
 - a. Timeliness
 - b. Quality of Service
 - c. Business Relationship

*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. Price (will be evaluated on the total price) Contracting Officer will determine price reasonableness for each location, including options, and will ensure the selection of the lowest priced, technically acceptable quote for contract award for location.

Award will be made to the Lowest Priced Technically Acceptable (LPTA) Offeror.

Technical Capability and Past Performance, when combined, are equal to Price.

(b) Options – The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are determined to be significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the options(s).

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

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 2017)
ALTERNATE I (OCT 2014)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at <https://www.sam.gov/portal> . If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

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

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

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation,” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAMwebsite.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. *[Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

[The offeror shall check the category in which its ownership falls]:

☐ Black American.

☐ Hispanic American.

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

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

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

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

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

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

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

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

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

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

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

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

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

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

[List as necessary]

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

(g)

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

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

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

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

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—

Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.:

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Line Item No.:	Country of Origin:
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Other End Products

Line Item No.:	Country of Origin:
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:
_____	_____
_____	_____
_____	_____

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

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

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

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

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

(2) [____] Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

[____] TIN: ____ .

[____] TIN has been applied for.

[____] TIN is not required because:

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

[____] Offeror is an agency or instrumentality of a foreign government;

[____] Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

[____] Sole proprietorship;

[____] Partnership;

[____] Corporate entity (not tax-exempt);

[____] Corporate entity (tax-exempt);

[____] Government entity (Federal, State, or local);

[____] Foreign government;

[____] International organization per 26 CFR 1.6049-4;

[____] Other ____ .

(5) Common parent.

[____] Offeror is not owned or controlled by a common parent:

[____] Name and TIN of common parent:

Name ____

TIN ____

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) Representation. The Offeror represents that--

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

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

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

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

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

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

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

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

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

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

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

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

Predecessor legal name: ____.

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

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

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

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [☐] does, [☐] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

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

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

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

_____ .

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

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

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

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (JAN 2017)

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

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

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

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

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

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Payment.--

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) Interest.

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(u) Unauthorized Obligations.

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

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

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

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

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

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

(End of Clause)

ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS

I. CHANGES: [(Reference Paragraph (c))]

a. Unilateral Modifications

The Government may issue unilateral written administrative modifications that do not affect the substantive rights of the parties. Examples of administrative modifications are corrections in the payment office address, changes to the accounting and appropriation data, or addition of funds.

b. Bilateral Modifications

Items may be added to or deleted from this contract at the option of the Government. Any replacement or additional items must be added to this contract prior to any service being performed on it. Addition and/or deletions of items will be accomplished by bilateral modification. Services performed outside the dates or scope of this contract will not be reimbursed by the Government.

II. INVOICES: [(Reference Paragraph (g))]

If, at any time during the performance of this contract, the company name changes or assets involving this service are sold to another company, the contract administration office must be notified prior to change of name or closing of sale to ensure actions required by the Federal Acquisition Regulation Part 42.12 are completed. Failure to notify this office in advance of the change may result in delay of payment.

III. PAYMENT INFORMATION: [(Reference Paragraph (i))]

a. Scheduled Service Calls:

Partial payments are authorized for each monthly performance period. The Contractor may submit an invoice each month upon completion of each performance period as specified in the contract (SUBCLIN__AA).

b. Unscheduled Service Calls

Unscheduled service calls and equipment will be billed on a monthly basis or as they occur with an Itemization of hours utilized and equipment needed to provide service (SUBCLINs 0001AC and 1001AB, etc.)

c. Not To Exceed (NTE) Amounts

The dollar amounts of SUBCLINS represent the Government's maximum allocation and may not be exceeded without prior written approval from the Contracting Officer. The contractor will not be paid in excess of amount set forth in the Schedule of Supplies/Services for the corresponding SUBCLIN (Contract Line Item Number). For example, if SUBCLIN 1001AA has a set monthly amount of \$500.00, the total amount paid to the contractor will not be in excess of \$500.00 without prior authorization from the Contracting Officer.

d. Electronic Invoicing:

The Department of Defense has mandated the use of the electronic invoicing and receiving system called Wide Area Workflow (WAWF), as addressed in clause 252.232-7003.

IV. LABOR POSTERS

Clause at 52.222-41, **Service Contract Labor Standards Act**, as amended, is applicable to the services performed under this contract. The contractor is responsible for obtaining and posting the following publications available at <https://www.dol.gov/general/topics/posters>.

1. Employee Rights on Government Contracts (WHD Publication 1313)
2. Employee Rights under Fair Labor Standards Act (WHD Publication 1088)
3. Equal Employment Opportunity is the Law (OFCCP 1420)

If you are unable to obtain a copy of the applicable posters at the above web site, please contact the Contract Administrator identified on page one of this award document.

V. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION):

Contractor's registration with the System for Award Management (SAM) database must be active and remain current throughout the term of this contract. <https://www.acquisition.gov>.

VI. ELECTRONIC DOCUMENT ACCESS (EDA):

This award document and any subsequent modifications will be posted to the Department of Defense Electronic Document Access (EDA) system. Contractors must obtain copies of all contract documents through EDA on the WAWF website at <https://wawf.eb.mil> under the EDA tab.

Web Based Training (WBT) for WAWF can be found at <https://wawftraining.eb.mil/xhtml/unauth/web/wbt/WbtSummary.xhtml>

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEVIATION 2013-O0019) (NOV 2017)

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

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

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

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

(b)

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

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

(v) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

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

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

(viii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

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

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

(xii) ____ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

(xv) 52.222-54, Employment Eligibility Verification (Oct 2015).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

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

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

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

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

(End of Clause)

52.217-8 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 the end of the contract period.**

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within **30 days** prior to the expiration of the current contract period; 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)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)

(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 or reserved 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. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph

does not apply to construction or service contracts.

(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)

52.222-42 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

Pest Controller WG 7/2 \$22.61

(End of clause)

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.

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.

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 **TEXAS**.

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

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

52.233-4500 INDEPENDENT REVIEW OF AGENCY PROTESTS (NOV 2011)

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: LEA
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://farsite.hill.af.mil/>
<https://www.acquisition.gov/>
<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://farsite.hill.af.mil/>
<https://www.acquisition.gov/>
<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

(b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

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 Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

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)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUNE 2012)

(a) Definitions. As used in this clause—

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(4) Receiving report means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment;

(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 for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

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

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

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

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) **Electronic invoicing.** The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) **WAWF access.** To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) **Be registered to use WAWF** at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) **WAWF training.** The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) **WAWF methods of document submission.** Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) **WAWF payment instructions.** The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

Invoice and Receiving Report “COMBO”

((2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Destination

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0131
Issue By DoDAAC	HDEC05
Admin DoDAAC	HDEC05
Inspect By DoDAAC	Leave Blank
Ship To Code	HQCMDK
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit

price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

N/A

(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.

(1) Lois Malone at lois.malone@deca.mil or (804) 734-8000, ext. 86062

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

IMPORTANT INFORMATION FREEDOM OF INFORMATION ACT (FOIA)

Upon award of this contract, the Agency intends to make public the total contract award amount, as well as any awarded individual contract line item pricing (CLIN or Sub-CLIN), within the Agency's electronic reading room located at www.commissaries.com and on the Government Point of Entry (GPE) www.fbo.gov.

Unexercised Option year prices will not be published.

This action is taken to ensure contract award information is available to the general public pursuant to the President's January 21, 2009 memorandum regarding the Freedom of Information Act.

Be advised that the contract(s) resulting from this solicitation will be posted at two distinct points during the procurement cycle:

RECENT CONTRACT AWARDS: The first posting will take place immediately after the contracts are awarded and will contain only the base year pricing.

HISTORICAL PRICING: The second posting will take place when it is time for re-solicitation of an existing contract and will contain all CLIN and Sub-CLIN prices for the base period and all exercised options from the contract(s) under re-solicitation.

WAGE DETERMINATION

ATTACHMENT 5 WAGE DETERMINATION

WD 15-5231 (Rev.-9) was first posted on www.wdol.gov on 01/16/2018

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Wage Determination No.: 2015-5231
Daniel W. Simms | Division of | Revision No.: 9
Director | Wage Determinations | Date Of Revision: 01/10/2018

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts

State: Texas

Area: Texas Counties of Johnson, Parker, Tarrant, Wise

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE -	TITLE	FOOTNOTE	RATE
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99410 -	Pest Controller		19.13
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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.41 per hour or \$176.40 per week or \$764.40 per month

HEALTH & WELFARE EO 13706: \$4.13 per hour, or \$165.20 per week, or \$715.87 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

STATEMENT OF WORK
ATTACHMENT 1

DeCA STATEMENT OF WORK
PEST MANAGEMENT PROGRAM

All DoD Installations, including all contractors and tenants, must follow the requirements of DoD Instruction 4150.07 (DoD Pest Management Program, 29 May 2008; <http://www.dtic.mil/whs/directives/corres/pdf/415007p.pdf>). This is the primary instruction derived to comply with Federal regulations and statutes, including the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA).

Description of Program: This specification is part of a comprehensive Integrated Pest Management (IPM) program. Major Command Pest Management Consultants shall review and approve contract documents for pest management operations including augmentation contracts; to ensure that appropriate pest management standards and IPM are specified. IPM is a comprehensive strategy that includes:

- a. Structural and procedural modifications to reduce the exploitation of resources (food, water, and harborage) and access to facilities by pests.
- b. Use of pesticides, formulations, and application methods that are low toxicity, pest specific, and effective while posing the minimal hazard to humans and the environment.
- c. Use of non-chemical techniques including cultural, mechanical, regulatory, and biological control methods.
- d. Coordination/communication among all facilities management programs which have a bearing on pest management.
- e. Education of all facilities personnel on pest prevention.

1. CONTRACTOR SERVICE REQUIREMENTS

a. The Contractor shall furnish all labor, supervision, tools, materials, equipment, and transportation necessary to provide pest management services using IPM in accordance with contract requirements. Work includes the performance of nuisance, stored products, and other pest management services. The Contractor shall also identify facility conditions that are conducive to pests and provide detailed, site-specific recommendations for structural and procedural modifications to aid in pest prevention.

- b. The Contractor shall take the following actions each time services are rendered under the contract:

(1) Make a complete inspection of the site. Active survey methods include, but are not limited to, visual determination of general sanitation levels, structural discrepancies, and signs of pest access/harborage.

(2) Identify and record pest(s), visible pest damage, and any potential for pest infestation.

(3) Determine the extent of the pest problem. Report all findings to management in verbal and written form. Contractor shall advise management of improvements necessary in sanitation, waste handling, and other measures beyond the Contractor's purview, which impact effective pest management.

(4) Discuss corrective action(s) with store management and shall be taken as appropriate to control, prevent, or otherwise mitigate the pest problems.

(5) The Contractor shall first evaluate and use non-chemical control techniques. When pesticide use is necessary, the Contractor shall employ the least hazardous material, most precise application technique, and minimum quantity of pesticide necessary to achieve control.

(6) Evaluate the effectiveness of the service provided and take corrective actions taken until achieving control.

c. The Contractor shall be licensed/certified by the *state of Texas* in the categories in which the pest control service is performed. The Contractor shall submit the Contractor's *Texas* license/certification in accordance with Department of Defense Instruction (DoDI) 4150.07 par. 5.4.20.5 and updates as necessary. The Contractor shall submit proof of liability insurance, effective in the State where the pest control service is performed.

2. SAFETY AND HEALTH

a. The Contractor shall observe all safety precautions throughout the performance of the contract. All work shall be in strict accordance with all applicable federal, state, and local safety and health requirements. Where there is a conflict between applicable regulations, the most stringent will apply. The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work.

b. The Contractor shall only use those pesticide products approved by the Major Command Pest Management Consultant for use on the Installation. The current list of approved pesticides (Pesticide Authorized Use List) is available from the installation Integrated Pest Management Coordinator (IPMC). Requests to add a pesticide to the Pesticide Authorized Use List shall be made to the IPMC via the COR.

c. Procure, maintain, handle and apply all pesticides in strict accordance with the manufacturer's label as registered with the EPA. Each product shall be registered for use in the site that it is applied (e.g., warehouses, food handling establishments, etc.).

d. The Contractor shall maintain a file of EPA-approved labels for all pesticides used in the facility shall be readily available during the performance of the Contractor's applicators duties. Whenever the Contractor acquires a new pesticide product, all Contractor personnel shall review the product label and ensure that they understand all the requirements for the use of that product.

e. Maintain and have readily available Safety Data Sheets (SDS) for each pesticide product possessed by the Contractor's application personnel. Whenever the Contractor acquires a new pesticide product, all Contractor personnel shall review the product SDS and ensure that they understand all safety requirements for the use of that product.

f. The Contractor shall dispose of chemicals and containers in accordance with the manufacturers' labels. No pesticide waste or containers shall be disposed of at the facility or on the Installation.

g. The Contractor shall use caution when applying chemicals in hazardous or sensitive areas, such as near electrical fixtures, open flames, stoves, heaters, food bins, refrigerators, open bodies of water, people, and non-target organisms, or during adverse weather conditions. No space treatments (fogging or ultra-low volume) shall be made in occupied spaces. The Contractor shall ensure that the area is properly prepared before treatment.

h. Do not use ultrasonic, electromagnetic, or electronic pest control devices for repelling or controlling pests. DoD Policy prohibits the use of automated or time-controlled pesticide application devices.

i. Contractor-owned vehicles used in the performance of services on the Installation shall be appropriately marked to identify the Contractor. The Contractor will comply with all applicable requirements of **Fort Worth Commissary**. Motor vehicles entering **Fort Worth Commissary** shall have a valid State license and proof of vehicle insurance. State license and registration shall be current during the time the vehicle is in use on this Installation. Contractor personnel operating motor vehicles on the Installation shall have a valid state operator's license for the category of vehicle operated. Contractor personnel or any representative of the Contractor entering **Fort Worth Commissary** shall abide by all security regulations and shall be subject to security checks and property search and seizure.

j. Label vehicles used to transport pesticides as containing pesticides. Equip such vehicles with a fire extinguisher, spill and decontamination kit, and emergency wash water. The fire extinguisher shall be a "B" or a "C" dry chemical type with a 10-pound capacity. Extinguisher shall be mounted and easily accessible. Decontamination spill kit shall conform to Armed Forces Pest Management Board (AFPMB) Technical Guide (TG) No. 15 (<http://www.acq.osd.mil/eie/afpmb/docs/techguides/tg15.pdf>) and shall be sufficient to contain and clean up a spill from the largest container on the vehicle. At a minimum, appropriate safety equipment shall include protective clothing and cap, rubber gloves, rubber boots, OSHA-approved respirator, rubber apron, and goggles. The Contractor shall maintain copies of the current approved label and SDS in each Contractor-operated vehicle containing pesticides. Pesticide products will be transported in a lockable exterior compartment of the vehicle. Do not leave unattended pest control vehicles, including pesticide storage compartments, at any time, unless properly locked and secured. Accomplish transportation of all pesticides in accordance with 49 CFR 172. Maintain all vehicles used to transport pesticides free of pesticide spillage or residue. Do not clean or wash contractor pest control vehicles at the facility or on the Installation.

k. Contain and clean all pesticide spills in accordance with the **Fort Worth Commissary** Spill Contingency Plan and AFPMB Technical Guide (TG) No.15. The Contractor shall immediately contain any pesticide spills in accordance with the Spill Plan, and report to the appropriate offices as required by the Spill Plan. Transport waste material from minor spills off the Installation by the Contractor for disposal. Disposal of waste material from a pesticide spill that is not suitable for transport off of the Installation shall be consistent with the AFPMB TG No. 21, 'Pesticide Disposal Guide for Pest Control Shops' (<http://www.acq.osd.mil/eie/afpmb/docs/techguides/tg21.pdf>), at the Contractor's expense.

l. All Contractor personnel working in or around the facility shall wear distinctive uniform clothing. The Contractor shall determine the need for and provide any personal protective items required for the safe performance of work. Protective clothing, equipment, and devices shall conform to OSHA standards for the products used.

3. PESTS INCLUDED AND EXCLUDED

a. Pests Included:

- (1) Indoor populations of rodents and arthropods.

(2) Outdoor populations of potentially indoor-infesting species that are within the property boundaries of the specified buildings.

(3) Nests of stinging insects within the property boundaries of the specified buildings.

(4) Incidental invaders to include feral vertebrate animals and seasonal arthropods (i.e. stinging/venomous insects and arachnids).

b. Pests Excluded:

(1) Termites and other wood-destroying organisms.

(2) Mosquitoes/biting flies.

(3) Ornamental plant and turf pests (primarily arthropods).

4. INITIAL BUILDING INSPECTIONS

a. The Contractor shall complete a thorough site visit of the commissary store and surrounding area at the time specified in the solicitation for each location. **The purpose of the site visit/initial inspection is for the Contractor to evaluate the pest control needs of the store and submit an appropriate IPM plan with their quote.**

b. The Store Director or his/her representative will coordinate building access.

c. The Store Director will inform the Contractor of any restrictions or areas requiring special scheduling.

5. CONTRACTOR WORK PLAN

a. The Contractor shall submit a Work Plan to the Contracting Officer with the submission of their quote. Upon receipt of the Work Plan, the Contracting Officer will render a decision regarding its acceptability prior to contract award. The approved Plan will be provided to the Store Director within 5 working days after contract award. A copy of the accepted Plan will be kept in the facility and with the contractor to be referenced as needed.

b. The facility Pest Management Coordinator (PMC) shall be responsible for ensuring that the work performed by the Contractor is in accordance with the approved Work Plan. The PMC shall receive the concurrence of the Store Director prior to any changes to the approved Work Plan, including additional or replacement pesticides and on-site service personnel.

c. The Work Plan shall include the following:

(1) Integrated pest management methods for the control of each pest or pest group that include both chemical and non-chemical control methods as well as preventive measures. This includes survey/inspection/monitoring methods for pests, their harborages and entry points into buildings. Additionally, the Plan will identify a threshold level for each pest that, when surveys indicate that the level has been exceeded, control will be initiated.

(2) A list of the trade names and EPA registration numbers of all pesticides planned for use in the facility and are being submitted for approval and added to the installation pesticide authorized use list.

(3) A list of brand names of all pest control devices and equipment used in the building.

(4) A list of the names and state pesticide applicator certification/license numbers of all personnel who will be performing pest management in the facility.

(5) A description and the license number of all pest control vehicles that will enter the installation.

(6) A proposed service schedule, covering the entire term of the contract. The Contractor shall provide complete service schedules that include frequency of Contractor visits, specific day(s) of the week of Contractor visits, and approximate duration of each visit. Approved schedules shall be strictly adhered to. All scheduled services shall be included in the firm fixed-price portion of the contract.

6. RECORD KEEPING AND REPORTING

a. The Contractor shall prepare, submit, and maintain records and reports as specified, to include a pest control logbook or file for each store or site specified in the contract. Additionally, all recommendations provided by the Pest Contractor shall be in writing and annotated as acceptable/non-acceptable by the Store Director. These recommendations and reports shall be maintained by the contractor for the duration of the contract.

b. The Contractor shall record and report ALL pest management operations, both chemical and nonchemical, including surveillance, within 24 hours of conducting those operations. Reports will be made to the Store Director and the installation IPMC. Reports shall be submitted using the reporting system or format prescribed by the installation IPMC.

c. Make all records available upon request for inspection, and forward copies to the Store Director with the monthly invoice following the month of service.

d. The contractor shall provide to the IPMC, the pounds of active ingredient (PAI) for each pesticide used in and around the commissary, on a monthly basis.

7. MANNER AND TIME TO CONDUCT SERVICE

a. Time Frame of Service Visits:

(1) The Contractor's project manager shall be the Government's central point of contact concerning contract work performance and shall be available during the Government's regular working hours for discussion. Provide a single local or toll-free telephone number to the PMC and Store Director for receipt of all calls. The project manager shall be able to read, speak, and write the English language. Provide the name of the individual designated as the project manager with submission of the quote. Advance written notification is required prior to any project manager change.

(2) The Contractor shall implement all necessary work control procedures to ensure fully adequate and timely completion of work requirements, as well as to permit tracking of work in progress. The Contractor shall plan and schedule work to assure material, labor, and equipment are available to complete work requirements with regard to the established time limits and quality standards. Provide verbal scheduling and status reports when requested by the Store Director.

(3) Except as otherwise specified, perform all routine pest control during regular working hours of the commissary store. The Contractor shall schedule and arrange work so as to cause the least interference with the normal occurrence of Government business and mission. In those cases where some interference is unavoidable, the Contractor shall make every effort to minimize the impact. Submit, for approval by the store director, all work schedules. Checking traps, when possible, should occur before store opening or after its closing. If the Contractor desires to work on Sunday, holidays, or outside regular working hours, he/she must obtain the written approval of the Store Director. This notification must occur at least (1) one day in advance.

(4) Check In/Check Out Requirements. The Contract pest controller shall check in prior to the commencement of work and check out at the completion of work, at a site designated by the Store Director. At the time of check in/check out, the project manager shall indicate:

- (a) The services planned during the day;
- (b) The location of the planned services;
- (c) Planned services, which were not completed during the day; and
- (d) Schedule of proposed follow-up treatments identified during the day.

8. SPECIAL REQUESTS AND EMERGENCY SERVICE

The Contractor shall provide miscellaneous unscheduled pest control services as specified below:

- a. Emergency Calls. The store director classifies service calls as emergency. Generally, emergency calls will consist of obtaining control of pests, which could affect the health or well-being of personnel. The Contractor shall respond immediately and must be on site to provide an initial inspection and treatment within three (3) hours after receipt of the emergency call request.
- b. Routine Calls. The store director will classify all non-emergency service calls as routine. The Contractor shall complete the initial inspection and treatment for each routine service call within three (3) working days after receipt.
- c. The Contractor shall perform corrective action requests within 24 hours (except Sundays and holidays) after receipt of notice from the Store Director that inspection has revealed the pest exceeds threshold limits. Make callbacks at no additional cost to the Government; there is no limit to the number of callbacks.
- d. The Contractor shall provide pest control services on a service call (fixed-price) basis in buildings covered by scheduled inspections and required pest control services, such as bait station maintenance, around the exterior of building and in adjacent exterior areas (up to five feet radius from the exterior walls). Use IPM practices to treat the area(s) specified in the work authorization if pest activity is found, perform follow-up inspections, and, if needed, re-treatment at no additional cost to the Government until the acceptable level of control is achieved.
- e. The Contractor is not liable for their equipment that is damaged or destroyed due to negligence of store personnel. Reimburse the Contractor with the store's GPC for such equipment replacement as it is not covered under this contract.

9. CONTRACTOR PERSONNEL

- a. Contractor shall provide all equipment, materials, and services to perform the requirements of this contract. Such equipment and the use of that equipment shall be subject to the inspection and approval of the Store Director.
- b. Licensing and Certification. The Contractor shall be licensed/certified as a commercial pesticide applicator in the appropriate category by the State of *Texas* to provide pest control in accordance with this contract. All work shall be performed by properly trained and responsible individuals. The Contractor shall provide photocopies of State-issued Commercial Pesticide Applicator Certificates or Licenses for every Contractor employee who will be performing on-site service under this contract. They shall also provide a copy of the company's business license. DoD policy does not authorize Registered Technicians to perform pesticide applications on the installation.

10. USE OF PESTICIDES

a. Apply all pesticides in a manner consistent with the manufacturer's product label. When pesticide use is necessary, the Contractor shall employ the least hazardous material, most precise application technique, and minimum quantity of pesticide necessary to achieve control. The Contractor shall provide all EPA-registered and labeled pesticides necessary to perform the services of this contract. Deliver all pesticides for Contractor use to the specific work site or facility in securely closed containers. Containers shall be in good condition without leaks or corrosion, with tight fitting seals or covers and with labels that are intact and legible. The Contractor shall use all pesticides in accordance with the product label directions. Service containers shall be properly labeled so that the contents can be identified.

b. Technical Specification Changes. As new materials and methods become available, it may become necessary to alter the technical specifications of this contract to accommodate such changes, such as those which would reduce reliance on pesticides, or use safer materials. The Contractor shall recommend specification changes to the Store Director when:

- (1) Newer, safer, and more effective methods become available;
- (2) More selective pesticides become available; and
- (3) Less toxic and less persistent pesticides become available.

c. Proposed changes to the initial pesticide list must receive approval from the Installation IPMC prior to usage of any new product. To obtain approval for an additional product, the Contractor shall submit the EPA-approved label, safety data sheet (SDS), target pest, and application site to the Installation IPMC through the COR. The Installation IPMC shall submit the request to the Major Command Pest Management Consultant for review and notify the COR once a determination has been made.

d. As a general rule, the Contractor shall apply all insecticides as baits or "crack and crevice" treatments as needed. "Crack and crevice" is defined as treatments in which the formulated insecticide is not visible to a bystander during or after the application process. Application of insecticides to exposed surfaces or space sprays (fogging) shall be restricted to exceptional circumstances where no alternative measures are practical. The Contractor shall obtain prior approval from the Store Director and the Installation IPMC before any application of this nature. The Contractor, if permission is granted, must ensure all necessary precautions are taken to ensure tenant personnel and employee safety, and that all steps are taken to ensure containment of the pesticide to the specified site.

e. Only apply pesticides "as needed." Do not apply pesticides unless pests have been detected and identified in that specific area. The Store Director will evaluate all requests for preventive pesticide treatments where survey indicates a potential arthropod or rodent infestation on a case-by-case basis. Written approval is required.

11. INSECT CONTROL

a. Cockroaches: Perform cockroach monitoring for infestations by visual inspections and/or the use of sticky traps. Control is defined as no more than two cockroach adults or nymphs, or one egg case in a room. Report in writing to the Store Director, monitoring results and a report of conditions conducive to cockroach infestations. The Store Director shall maintain this report at the store. If more than two adults/nymphs or one egg case are found in any room, a call back request will be issued by the Store Director.

b. Ants: Establish control within 15 calendar days after the start date of the contract. Control is defined as keeping all facility areas free of any infestation for the duration of the contract. If an infestation

is located by the Contractor during a scheduled inspection/treatment, and a follow-up inspection/treatment is required to ensure that control has been obtained, schedule the follow-up service and provide the schedule to the Store Director. The Contractor shall provide a report of conditions conducive to ant infestation to the Store Director if necessary.

c. Other Arthropod Pests (silverfish, spiders, and crickets): Control shall be achieved within two services. Control is defined as less than two sightings of the target pest during a 30 calendar day period. The Contractor shall provide a report of conditions conducive to the specific pest infestation to the Store Director if necessary.

d. Flies: Control of flies shall be accomplished through the use of fly light trapping devices with pheromone impregnated glue boards. The number of devices shall be determined by the manufacturers recommendations based on the square footage of the area to be controlled. The units shall be properly positioned and secured to the wall per the device's instructions. The light bulbs and glue boards shall be inspected once a month and replaced as necessary. The unit shall be cleaned once a month. Glue boards may need to be changed more often in high infestation areas. Copies of the devices instructions, SDS and label shall be provided to the IPMC prior to the start of the contract and anytime a new device is introduced.

12. RODENT CONTROL

a. As a general rule, accomplish rodent control inside buildings with traps such as glue boards, snap traps, and multi-catch traps (i.e. Tin Cat). Conceal traps out of general view and in protected areas so as not to be affected by routine cleaning and other operations. Service traps on a schedule approved by the Store Director. The Contractor is responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate manner, off of the installation.

b. Do not use rodenticides in sales areas where open food may be present. You may use rodenticides indoors only in the warehouse area. In exceptional circumstances, when rodenticides are deemed essential for adequate rodent control, Contractor shall obtain approval of the Store Director prior to making any rodenticide treatment. All above ground rodenticide applications shall be in EPA-approved, tamper resistant bait boxes. Make outdoor Rodenticide applications directly to rodent burrows wherever feasible otherwise make applications in bait boxes.

c. Maintain bait boxes in accordance with EPA regulations to ensure the safety of non-target organisms. Place all bait boxes out of general view. Bait stations shall remain free of insect infestation and shall not be placed in food service or food preparation areas. Lock or fasten shut Bait Station lids. Securely attach or anchor Bait boxes outdoors to the ground, wall, or other immovable surface. Secure bait in the feeding chamber of the box. Label and date bait boxes on the outside with the Contractor's business name and address, and the time of installation and each servicing. Service bait boxes on a schedule approved by the Store Director.

d. Establish rodent control within 30 calendar days after the start date of the contract. **Control is defined as keeping areas free of infestation for the duration of the contract.** Signs of rodent infestation, such as active burrows, fecal material, urine stains, commodity damage, etc., shall be evidence of lack of control. When noxious odors indicate the presence of a dead rodent resulting from Contractor operations, Contractor shall locate and remove carcass. If the carcass is located in an inaccessible area, the Contractor shall apply an effective deodorizer. Appropriate measures shall be taken by the Contractor to prevent ectoparasite (i.e. mites) infestations in and around the buildings after control of the rodents. The Contractor shall provide a report of conditions conducive to rodent infestation to the Store Director if necessary.

13. STORED PRODUCTS PEST CONTROL

a. The Contractor shall monitor for stored products pests by visual inspection and/or pheromone or food attractant traps to detect pests at suitable locations. Additionally commissary employees may report

pest sightings. The Contractor shall identify the source of the infestation and report it to the Store Director so that the source can be removed.

b. Only apply pesticides, if needed, to building surfaces and not to exposed food materials, packaging, or food handling equipment. Control is defined as no visible pests, including adults, immature stages and eggs, 72 hours after treatment.

14. STRUCTURAL MODIFICATIONS AND RECOMMENDATIONS

a. The Contractor shall be responsible for advising the Store Director about any structural, sanitary, or procedural changes that would reduce pest food, water, harborage, or access.

b. The Contractor shall be responsible for adequately suppressing all pests included in the contract. Store cooperation with the Contractor on recommended changes is required to ensure a successful pest management program.

c. The Contractor will not be held responsible for carrying out structural, sanitary or procedural changes as part of the pest management effort. However, applications of caulk and other sealing materials by the Contractor to eliminate pest harborage or access can be approved by the Store Director on a case-by-case basis.

d. The Contractor shall obtain prior approval from the Store Director before applying any sealing material or making any structural change.

15. QUALITY CONTROL PROGRAM

a. The Contractor shall establish a complete quality control program to ensure the requirements of the contract are provided as specified. The Contractor shall submit a copy of this program with submission of their quote. The program shall include at least the following items:

(1) Inspection System – The Contractor’s quality control inspection system shall cover all the services stated in this contract. The purpose of the system is to detect and correct deficiencies in the quality of services before the level of performance becomes unacceptable and/or the Store Director identifies the deficiencies.

(2) Checklist – A quality control checklist shall be used in evaluating contract performance during regularly scheduled and unscheduled inspections. The checklist shall include every building or site serviced by the Contractor as well as every task required to be performed.

(3) File – A quality control file shall contain a record of all inspections conducted by the Contractor and any corrective action taken. The file shall be maintained throughout the term of the contract and made available to the Contracting Officer or Store Director upon request.

(4) Inspector (s) – The Contractor shall state the name (s) of the individual (s) responsible for performing the quality control inspections.

OPTIONAL OR AS-NEEDED REQUIREMENTS:

1. NUISANCE BIRDS

a. The Contractor shall be responsible for managing nuisance birds that may contaminate food and food handling areas, cause injury to employees and shoppers, and pose a disease threat to personnel. This may include: exclusion (i.e. netting, anti-roosting devices, etc.); bird removal from the interior of the facility; nest removal; and trapping. Appropriate measures shall be taken by the Contractor to prevent

ectoparasite (i.e. mites) infestations in and around the buildings after the removal of the birds or their nests. Except for pigeons, starlings and house sparrows, the Contractor may not conduct management operations that pose harm to birds, their nests, or their habitat without first consulting the Installation IPMC to determine if a permit is needed. Dead and dying birds resulting from the control program shall be disposed of off the installation by the Contractor. The Contractor must possess the knowledge to properly manage birds and know the legal status of birds (reference the Migratory Bird Treaty Act (MBTA). The Environmental and Natural Resources Division will be contacted prior to any action taken on any bird.

b. Any native bird recovered unharmed from inside a structure as a result of nuisance wildlife control operations shall be released outdoors in the general vicinity of the structure. Any injured native bird recovered as a result of nuisance wildlife control operations will be turned over to a licensed wildlife rehabilitator of the Contractor's choosing.

c. The Contractor shall possess the appropriate permits issued by the State. The Contractor shall be aware of and conduct training for all employees in the requirements for the handling, transportation, and (if required) euthanasia of removed nuisance birds.

d. Control shall be established within 30 calendar days after the contract start date, and maintained for the duration of the contract. Control is defined as no more than five (5) pigeons and no more than eight (8) birds total (all nuisance species combined) sighted on a building or structure at one time, and no birds sighted within the store.

2. OTHER VERTEBRATE CONTROL

a. The Contractor shall provide services for the removal from the interior of the commissary of wild and feral animals, including squirrels, skunks, opossums, raccoons, snakes, cats, bats, and dogs. The Contractor will remove these animals from the exterior commissary property if they may contaminate food and food handling areas, cause injury to employees and shoppers, and pose a disease threat to personnel. The Contractor shall use only cage-type live traps or other techniques that do not harm the captured animal. Leg-hold steel traps shall not be used. Trapping shall be performed out of sight from the public to avoid potential public relations problems. All traps shall be checked within 24 hours of being set. The contractor shall provide the IPMC, all copies of state issued trapping permits prior to any trapping activities.

b. Take all captured feral house-pets and exotic wildlife to the installation animal control facility, unless otherwise directed by the Installation Veterinarian, Military Police, or the Installation IPMC.

(3) Immediately release all captured native wildlife outside the commissary property or euthanize. Do not relocate wildlife elsewhere on the installation or outside the installation without first consulting with the installation IPMC who will seek approval from the installation wildlife biologist. Euthanize animals humanely in accordance with the guidelines of the American Veterinary Medical Association

(4) In order to perform nuisance wildlife control services, Contractor personnel shall possess the appropriate trapping or control permit as required by the State. The Contractor shall be aware of and conduct training for all employees in the requirements for the handling, transportation, and (if required) euthanasia of removed nuisance animals.

b. Odor Control: The Contractor shall eliminate or effectively counteract or mask undesirable odors associated with live animals.

DEFINITIONS - TECHNICAL.

a. As used throughout this contract, the following terms shall have the meanings set forth below:

(1) Integrated Pest Management (IPM). A planned program incorporating continuous monitoring, education, record keeping, and communication to prevent pests and disease vectors from causing

unacceptable damage to operations, people, property, material, or the environment. IPM uses targeted, sustainable (effective, economical, environmentally sound) methods including education, habitant modification, biological control, genetic control, cultural control, mechanical control, physical control, regulatory control, and where necessary, the judicious use of least-hazardous pesticides.

(2) Pesticide. Any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest, and any substance or mixture of substances intended for use as a plant regulator, defoliant, or desiccant.

(3) Contracting Officer (KO). The Contracting Officer is a person with the authority to enter into, administer, and/or terminate contracts and make related modifications, determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(4) Contractor. The term Contractor refers to both the prime Contractor and subcontractors. The prime Contractor shall ensure that his/her subcontractors comply with the provisions of this contract.

(5) Call Back. A request for additional service or re-treatment following the initial service that has not provided the control required. Repeated callbacks are possible and shall be provided at no additional charge to the Government.

(6) Environmental Protection Agency (EPA). That federal agency delegated authority to enforce the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA).

(7) Installation Integrated Pest Management Coordinator. The person designated by installation Commander to coordinate all pest management activities on the installation.

(8) Pest Management Coordinator. The person designated by the Store Director to ensure that contract pest control work is performed safely and effectively.

(9) Regular Working Hours. The commissary store's regular (normal) working hours as established locally, except federal holidays and other days specifically designated by the Store Director.

(10) Response Time. The time allowed the Contractor after initial notification of a work requirement to be physically on the premises at the work site, with appropriate tools, equipment, and materials, ready to perform the work required.

LIST OF ATTACHMENTS

ATTACHMENT 1: STATEMENT OF WORK

ATTACHMENT 5: DOL WAGE DETERMINATION 2015-5231 (REV. 9) DTD 01/16/2018

THE FOLLOWING ATTACHMENTS ARE PROVIDED UNDER SEPARATE COVER:

ATTACHMENT 2: PAST PERFORMANCE SURVEY

ATTACHMENT 3: PRICING SPREADSHEET

ATTACHMENT 4: PESTICIDE USE PROPOSAL (PUP)

