

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 135	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912EP22R0009	
6. SOLICITATION ISSUE DATE 28-Sep-2022		7. FOR SOLICITATION INFORMATION CALL:		a. NAME MICHAEL S STILTNER		b. TELEPHONE NUMBER (No Collect Calls) 904-232-1032	
8. OFFER DUE DATE/LOCAL TIME 12:00 PM 31 Oct 2022		9. ISSUED BY CODE W912EP USA ENGINEER DISTRICT, JACKSONVILLE CONTRACTING DIVISION 701 SAN MARCO BLVD JACKSONVILLE FL 32207-8175 TEL: FAX:		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED <input type="checkbox"/> EDWOSB <input type="checkbox"/> VETERAN-OWNED <input checked="" type="checkbox"/> 8(A) NAICS: 562910 SIZE STANDARD: 750 Employees			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE SEE SCHEDULE SEE SCHEDULE SEE SCHEDULE FL TEL: FAX:		CODE W912EP		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR CODE FACILITY CODE				18a. PAYMENT WILL BE MADE BY CODE			
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
	SEE SCHEDULE						
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							
<input checked="" type="checkbox"/> 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.				<input type="checkbox"/> 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) TEL: EMAIL:		31c. DATE SIGNED	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 135	
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 <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
37. CHECK NUMBER					
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>Base Period - ERS Services</p> <p>FFP</p> <p>Environmental Remediation Services (ERS) Contract for the U.S. Army Corps of Engineers Jacksonville District (SAJ). The base contract will be for a period of three (3) years. See the Performance Work Statement for full description of services. Specific requirements will be issued and awarded per task order. The basic contract labor rates are provided in the attached exhibits. All other required labor, equipment, subcontracts, etc. will be negotiated per task order. Total contract capacity is \$24 million.</p> <p>FOB: Destination</p> <p>PSC CD: F999</p>		Job		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	<p>Option Period - ERS Services</p> <p>FFP</p> <p>Environmental Remediation Services (ERS) Contract for the U.S. Army Corps of Engineers Jacksonville District (SAJ). The option period will be for a period of two (2) years. See the Performance Work Statement for full description of services. Specific requirements will be issued and awarded per task order. The basic contract labor rates are provided in the attached exhibits. All other required labor, equipment, subcontracts, etc. will be negotiated per task order. Total contract capacity is \$24 million.</p> <p>FOB: Destination</p> <p>PSC CD: F999</p>		Job		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001			Job		
OPTION	52.217-8 Option Period - ERS Services FFP Environmental Remediation Services (ERS) Contract for the U.S. Army Corps of Engineers Jacksonville District (SAJ). See the Performance Work Statement for full description of services. Specific requirements will be issued and awarded per task order. The basic contract labor rates are provided in the attached exhibits. All other required labor, equipment, subcontracts, etc. will be negotiated per task order. Total contract capacity is \$24 million. FOB: Destination PSC CD: F999				

NET AMT

PRICE EXHIBIT A

Contract Discipline Rates

Subline	Discipline	Unit	Base Period (3 Years)	Option Period (2 Years)	52.217-8 Period
A001	Program Manager	HR			
A002	Project Manager	HR			
A003	Safety & Health Manager	HR			
A004	Site & Safety Health Officer	HR			
A005	Industrial Hygienist	HR			
A006	Senior Contract Manager	HR			
A007	Quality Control Manager	HR			
A008	Senior Engineer	HR			
A009	Mid-Level Engineer	HR			
A010	Junior Engineer/Engineering Technician	HR			
A011	Senior Environmental Scientist	HR			
A012	Mid-Level Environmental Scientist	HR			
A013	Junior Environmental Scientist	HR			
A014	Senior Geologist/Hydrogeologist	HR			
A015	Mid-Level Geologist/Hydrogeologist	HR			
A016	Junior Geologist/Hydrogeologist	HR			
A017	Risk Assessor	HR			
A018	Senior Chemist	HR			
A019	Mid-Level Chemist	HR			
A020	Junior Chemist	HR			
A021	Senior Biologist	HR			
A022	Mid-Level Biologist	HR			
A023	Junior Biologist	HR			
A024	Senior Archeologist	HR			
A025	Mid-Level Archeologist	HR			
A026	Junior Archeologist	HR			
A027	Historian	HR			
A028	Field Technician	HR			
A029	Estimator	HR			
A030	Construction Foreman	HR			
A031	Site Superintendent/On site Supervisor	HR			
A032	Laborer	HR			
A033	GIS Specialist	HR			
A034	CADD Specialist	HR			
A035	Office Administrative Assistant/Clerical	HR			

NOTES:

1. Hourly Labor Rates shall be fully burdened rates. The Hourly Labor Rates listed above shall be the maximum rates that can be proposed in response to Requests for Proposal (RFPs) issued during the Base Period of the contract. Lower rates may be proposed during the RFP process and incorporated into awarded task orders.

2. Modifications to task orders will reflect the applicable Hourly Labor Rates at the time the task order was awarded.
3. The rates proposed in response to these solicitation requirements will serve as the binding rates for the for the resulting contract.

NOTE TO OFFERORS

No seed task order will be awarded as part of this MATOC; however, ordering procedures shown at Attachment 7 - Standard Ordering Guide for Task Order procedures, are provided to offerors for their situational awareness.

PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT (PWS) ENVIRONMENTAL REMEDIATION SERVICES MULTIPLE AWARD TASK ORDER CONTRACT(S) (MATOC)/INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) U. S. ARMY CORPS OF ENGINEERS, JACKSONVILLE DISTRICT (USACE)

1. GENERAL INFORMATION

1.1 Description of Services:

This is a non-personal services, IDIQ contract to provide Environmental Remediation Services for the Government. The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items to perform all services as defined in this Performance Work Statement except for those items specified as government furnished. This contract outlines the basic services to be performed in a broad nature and each task order issued will expand the services to be accomplished which will be unique to each project. The general requirements for this contract include providing a full range of Environmental Remediation Services (NAICS 562910) to the U.S. Army Corps of Engineers (USACE) Jacksonville District's programs and missions including but not limited to Formally Used Defense Sites (FUDS) Program, Civil Works, Military and Interagency and International Services (MIL-IIS), and Department of the Army Customers. The Environmental Remediation Services consist of environmental investigation, environmental sampling, environmental compliance, environmental remediation/restoration, permitting, environmental conservation, pollution prevention, health and safety, industrial hygiene, laboratory services, support services, sustainment, restoration, and modernization (SRM), and ancillary services. The services required by this contract will primarily be performed, but not limited to the boundaries of the Jacksonville District, the Caribbean Area, and its customers' mission set area of operations. The Government will not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

This contract outlines the basic services to be performed in a broad nature and each task order issued will expand the services to be accomplished which will be unique to each project.

1.2 Background:

The Jacksonville District is in need of Environmental Remediation Services. Task Orders will be issued by an authorized contracting officer within the USACE Jacksonville District (SAJ).

1.3 Objective:

The purpose of this IDIQ is to provide Environmental Remediation Services for USACE SAJ.

1.4 Restrictions:

1. **Personal Services:** The Government will neither supervise contractor employees nor control the method by which the contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services or give the perception of personal services. If the contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the Procuring Contracting Officer (PCO) immediately.

2. **Inherently Governmental:** Avoidance of Performance Closely Associated with Inherently Governmental Functions. Task orders issued under this IDIQ Contract will receive special consideration to avoid inclusion of services which are considered closely associated with inherently governmental functions. Under no circumstances will this IDIQ Contract be utilized in a manner which would require the Contractor to manage another contractor,

nor in manner such as where the Contractor might influence official evaluations of other contractors; neither directly nor indirectly.

3. Brooks-Act Prohibition: Under this contract, the Contractor is prohibited from performing architect-engineer type services which require a registration by state law. The Contractor is prohibited from performing architect-engineer type services, associated with the design or construction of real property (land and structures). The Contractor is prohibited from performing ancillary architect-engineer type services, which require supervision by a registered professional. The Contractor is prohibited from performing survey or mapping services associated with architect-engineer type planning, development construction, design, or alteration of real property.

1.5 Scope:

The contractor shall furnish all materials, equipment, supplies, personnel, and all other services required to perform the various Environmental Remediation Services outlined in this statement of work and as specifically identified in the individual task orders. This IDIQ contract will be used to access a variety of Environmental Remediation Services. Each task order will incorporate the expanded scope of work that is specific to the services for that task order in accordance with the services categories in the basic contract.

1.6 Period of Performance:

The period of performance will be for one (1) 36-month base period and one (1) 24-month option period. Each task order issued will incorporate the period of performance.

1.7 Place of Performance:

The work to be performed under this contract will generally be performed within the USACE Jacksonville District and their customers' area of responsibility which may vary. Each task order will incorporate the place of performance.

1.8 Recognized Holidays:

The contractor may be required to perform services on holidays as required in each Task Order.

New Year's Day (Federal)	Labor Day (Federal)
Martin Luther King Jr.'s Birthday (Federal)	Columbus Day (Federal)
President's Day (Federal)	Veteran's Day (Federal)
Memorial Day (Federal)	Thanksgiving Day (Federal)
Independence Day (Federal)	Christmas Day (Federal)
Juneteenth National Independence Day (Federal)	

2. CONTRACTOR ADMINISTRATION AND MANAGEMENT

2.1 Business Relations:

The contractor shall successfully integrate and coordinate all activity needed to execute the requirement. The contractor shall manage the timeliness, completeness, and quality of problem identification. The contractor shall provide corrective action plans, proposal submittals, timely identification of issues, and effective management of subcontractors. The contractor shall seek to ensure customer satisfaction and professional and ethical behavior of all contractor personnel.

2.2 Contractor Personnel, Disciplines, and Specialties:

The Contractor shall furnish sufficient technical, supervisory, and administrative personnel at all times to ensure performance of the work in accordance with the delivery schedule. All work under this contract shall be conducted in a professional manner that will provide the highest degree of precision and accuracy obtainable for the task being performed. All quality control limits required in each Task Order and set in the work plan shall be strictly adhered

to. Any deviation shall be reported immediately in writing to the Contracting Officer and either the deviation approved, or an alternate plan agreed upon and approved in writing by the Contracting Officer before the work can continue. If either the quality standards are not met or the Contractor fails to report and receive written approval for all deviations and alternate plans, the work in question shall be repeated in a satisfactory manner on a mutually agreed upon schedule at no additional cost to the Government. Apart from required technical and professional qualifications for the specific tasks, Contractor personnel working on project sites must be certified to work at environmental, Installation Restoration Program (IRP) construction, and Hazardous Toxic and Radioactive Waste (HTRW) sites with both initial and annual Hazardous Waste Operations and Emergency Response (HAZWOPER) certifications as appropriate. The Contractor shall ensure that all personnel (both Contractor and Subcontractor personnel) working at project sites have 40 hours of OSHA health and safety training and a valid certificate as mandated by 29 CFR Part 1910.120 as appropriate. The Contractor shall be responsible for furnishing all necessary worker safety protection equipment and training. Cardiopulmonary Resuscitation (CPR) training, first aid training, respirator training, and respirator fit testing must be documented by the Contractor. Qualifications and requirements for all key personnel are listed below:

2.3 Key Personnel:

The following personnel are considered key personnel by the government and will have appropriate competency with the required NAICS code:

Contract Manager and Alternate Contract Manager: The Contract Manager and Alternate Contract Manager shall have 10 or more years of experience associated with the NAICS code; and familiarity with Department of Defense Regulations. They shall serve as a single point of contact and liaison between the Contractor and the Contracting Officer or Contracting Officer Representative (COR) for all work required under the contract. Upon award of the contract, the Contractor shall immediately provide the Contracting Officer with the name of the individual so designated, in writing. The Contractor's Contract Manager will be responsible for the complete coordination of all work developed under the contract. All work will be accomplished with adequate internal controls and review procedures which will eliminate conflicts, errors, omissions, and ensure the technical accuracy of all reports, designs, drawings, and specifications.

Project Manager: Unless otherwise required in the individual Task Order (i.e., some Task Orders may require different expertise), the Contractor's Project Manager for each Task Order shall be an Engineer, Geologist, or Hydrogeologist with a degree from an accredited four-year college or university. He/she shall have a minimum of ten years of experience directing and managing environmental projects. An Environmental Scientist or Chemist can also be a Project Manager if he/she has a minimum of ten years of experience directing and managing environmental projects.

Chemist: The minimum qualifications for the chemist shall be a BS or MS degree in chemistry or a chemistry-related field from an accredited college or university and a minimum of three years environmental laboratory experience, including at least one year of applied experience with performing data usability assessment and review of laboratory methods.

Risk Assessor: Minimum requirements shall be a bachelor's degree in toxicology or environmental sciences preferably with chemistry or biology concentration, five or more years of experience as a risk assessor with a focus on providing support for a variety of environmental projects. Task may include but not be limited to assignments on a wide variety of HTRW sites in addition to other environmental sites in a manner that complies with federal, state, and local regulations and laws.

Geographic Information Systems (GIS) Minimum requirements shall have five or more years of GIS and field data collection software experience, knowledge and experience using Environmental Systems Research Institute ESRI ArcGIS software and tools such as ArcGIS Desktop, ArcGIS Pro, ArcGIS Online, ArcGIS Enterprise, experience with field data collection technologies (Collector, Survey123, etc.) and the underlying processes to support field through office processing and visualization. The GIS capabilities must include ability to perform complex and/or unique GIS functions, advanced field data collection, and environmental related projects. These types of projects include, but are not limited to field data collection, regulatory compliance, provide technical assistance to field survey crews.

Industrial Hygienist: The Industrial Hygienist will prepare/approve Site Safety and Health Plan(s) and be responsible for maintaining appropriate safety measures during field investigations. Minimum requirements shall be a minimum of two years of experience in preparing and implementing environmental safety plans. The Contractor's Industrial Hygienist shall report to a senior company officer.

Regulatory Specialist: The Contractor shall designate a single point of contact for all regulatory matters and complete appropriate requirements in accordance with the statement of work; Contractor's approved Site-Specific Health and Safety Plan (SSHP), Sampling and Analysis Plan, and all federal, state, and local laws and regulations. The Contractor shall coordinate review and approval for all manifests with the Contracting Officer or COR.

Biologist: The minimum qualifications for the biologist will be a BS or BA degree from an accredited college or university and a minimum of three years of professional experience, including at least two years of applied experience in the Florida. For task orders in Puerto Rico the biologist shall have at least two years of applied experience in Puerto Rico.

Quality Control Specialist: Professional level skills and management practices are required in the performance of the contract. Accordingly, the Contractor shall establish an effective quality control program to assure that the end products meet professional standards and comply with the contract requirements. The Quality Control Specialist shall develop project tracking methods to provide detailed information to the USACE regarding time and costs for each task. The Contractor's senior quality control individual shall report to a senior company officer. The quality control and production management chains-of-command shall be mutually exclusive.

2.4 Identification of Contractor Employees:

All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed. Contractor personnel may be required to obtain and wear badges in the performance of this service for specific Task Orders

2.5 Subcontract Management:

The contractor shall be responsible for any subcontract management necessary to integrate work performed on this requirement and shall be responsible and accountable for subcontractor performance on this requirement. The prime contractor will manage work distribution to ensure there are no Organizational Conflict of Interest (OCI) considerations. Contractors may add subcontractors to their team after notification to the Contracting Officer or COR.

2.6 Contractor Travel:

Contractor will be required to travel within Continental United States (CONUS), Puerto Rico, and the Caribbean. during the performance of this contract to attend meetings, conferences, and training. The contractor may be required to travel to off-site training locations and to ship training aids to these locations in support of this PWS. Contractor will be authorized travel expenses consistent with the substantive provisions of the Joint Travel Regulation (JTR) and the limitation of funds specified in this contract. All travel requires Government approval/authorization and notification to the COR. Travel requirements will be specific to each Task Order.

3. SECURITY

3.1 Security Requirements:

Contractor personnel performing work under this contract may be required to have security clearances for specific Task Orders. The Contractor must be in a position to obtain such clearances at time of the proposal submission for

the Task Order and must maintain the level of security required for the life of the project. The security requirements will be in accordance with DD254.

3.2 Antiterrorism/Operation Security (AT/OPSEC) Requirements:

1. AT Level I Training - All contractor employees, to include subcontractor employees, requiring access to Army installations, facilities and controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR or to the Contracting Officer, if a COR is not assigned, within 5 calendar days after completion of training by all employees and subcontractor personnel. AT Level I awareness training is available at the following website: <http://jko.jten.mil/courses/at1/launch.html>. Contractor personnel shall complete refresher training every twelve (12) months except AOR specific AT Level I training which shall be completed as required by local AT policies

2. Access and General Protection/Security Policy and Procedures - All contractor and all associated subcontractor's employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). The contractor shall also provide all information required for background checks to meet installation/facility access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any installation or facility change, the Government may require changes in contractor security matters or processes.

3. For contractors requiring Common Access Card (CAC) - Before CAC issuance, the contractor employee requires, at a minimum, a favorably adjudicated National Agency Check with Inquiries (NACI) or an equivalent or higher investigation in accordance with Army Directive 2014-05 and Homeland Security Presidential Directive-12 (HSPD-12). Proposed language: "The contractor and all sub-contractors employees will be issued a CAC only if duties involve one of the following: (1) Both physical access to a DoD facility and access, via logon, to DoD networks on-site or remotely; (2) Remote access, via logon, to a DoD network using DoD-approved remote access procedures; or (3) Physical access to multiple DoD facilities or multiple non-DoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of 6 months or more. At the discretion of the sponsoring activity, an interim CAC may be issued based on a favorable review of the FBI fingerprint check and a successfully scheduled NACI at the Office of Personnel Management."

4. Suspicious Activity Reporting Training (e.g. iWATCH, CorpsWatch, or See Something, Say Something) - The contractor and all associated sub-contractors shall receive a brief/training (provided by the RA) on the local suspicious activity reporting program. This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the project manager, security representative or law enforcement entity. This training shall be completed within 30 calendar days of contract award, within 30 calendar days of new employees commencing performance and refresher training shall be complete as required with the results reported to the COR NLT 5 calendar days after the completion of the training.

5. Contractor Employees Who Require Access to Government Information Systems - All contractor employees with access to a government info system must be registered in the ATCTS (Army Training Certification Tracking System) at commencement of services, and must successfully complete the DOD Information Assurance Awareness prior to access to the information systems and then annually thereafter IAW AR 380-67 (Personnel Security Program) and Homeland Security Presidential Directive 12 (Policy for a Common Identification Standard for Federal Employees and Contractors).

6. OPSEC Standing Operating Procedure/Plan - The Contractor shall develop an OPSEC SOP/Plan within 90 days of contract award. The OPSEC SOP/Plan must be reviewed and approved by the RA OPSEC Officer. The SOP/Plan will include the government's critical information, why it needs to be protected, where it is located, who is

responsible for it and how to protect it. In addition, the contractor shall identify an individual who will be an OPSEC Coordinator.

7. OPSEC Training - All new contractor employees will complete Level I OPSEC Training within 30 calendar days of their reporting for duty. Additionally, all contractor employees must complete annual OPSEC awareness training. The contractor shall submit certificates of completion for each affected contractor and subcontractor employee, to the COR or to the contracting officer (if a COR is not assigned), within 5 calendar days after completion of training. OPSEC awareness training is available at the following websites: <http://www.cdse.edu/catalog/elearning/GS130.html>. Contractor personnel must complete refresher training every 12 months. Verification of the training shall be provided to the COR within 5 calendar days } after completion of the training.

8. For Information Assurance (IA)/Information Technology (IT) Training - All contractor employees and associated sub-contractor employees must complete the DoD IA awareness training before issuance of network access and annually thereafter. All contractor employees working IA/IT functions must comply with DoD and Army training requirements in DoD 8570 01-M and AR 25-2 within six months of employment.

9. Escort Requirements - All contract employees, including subcontractor employees who are not in possession of the appropriate security clearance or access privileges, will be escorted in areas where they may be exposed to classified and/or sensitive materials and/or sensitive or restricted areas.

10. Pre-screen candidates using E-Verify Program - The Contractor must pre-screen Candidates using the E-verify Program (<http://www.dhs.gov/E-Verify>) website to meet the established employment eligibility requirements. The Vendor must ensure that the Candidate has two valid forms of Government issued identification prior to ensure the correct information is entered into the E-verify system. An initial list of verified/eligible Candidates must be provided to the COR no later than 3 business days after the initial contract award. When contracts are with individuals, the individuals will be required to complete a Form I-9, Employment Eligibility Verification, with the designated Government representative. This Form will be provided to the Contracting Officer and shall become part of the official contract file.

11. Threat Awareness Reporting Program - All new contractor employees will complete annual Threat Awareness and Reporting Program (TARP) Training provided by a Counterintelligence Agent, IAW AR 381-12. The contractor shall submit certificates of completion for each affected contractor and subcontractor employee(s) or a memorandum for the record, to the COR or to the contracting officer (if a COR is not assigned), within 5 calendar days after completion of training. Authorized web based TARP training for CAC card holders is available at the following website: <https://www.us.army.mil/suite/page/655474>

3.3 Physical Security:

The contractor shall be responsible for safeguarding all government equipment, information and property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured as appropriate.

3.4 Key Control:

As required by individual Task Orders, the Contractor shall establish and implement methods of making sure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the Contracting Officer and COR.

3.4.1 Lost Keys:

In the event keys, other than master keys, are lost or duplicated, the Contractor shall, upon direction of the Contracting Officer, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment due the Contractor.

3.4.2 Keys issued to Contractor:

The Contractor shall prohibit the use of Government issued keys/key cards by any persons other than the Contractor's employees. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the Contracting Officer or COR.

3.4.3 Lock Combinations

The Contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons. The Contractor shall ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations. These procedures shall be included in the Contractor's Quality Control Plan.

4. QUALITY

4.1 Quality Control:

The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is the means by which he assures himself that his work complies with the requirement of the contract. The quality control program plan is to be delivered within 30 days after contract award. A copy of a comprehensive written quality control program plan or existing quality assurance plan in accordance with FAR 12.208) shall be submitted to the Contracting Officer and COR within 5 working days when changes are made thereafter. After acceptance of the quality control plan the contractor shall receive the contracting officer's acceptance in writing of any proposed change to their QC system. In accordance with FAR 12.208

4.2 Quality Assurance:

The Government shall evaluate the contractor's performance under this contract in accordance with the Performance Requirement Summary (PRS). Additionally, the Government will use a Quality Assurance Surveillance Plan (QASP), in the inspection of the services. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

4.3 Quality Assurance Surveillance Plan (QASP):

The Government shall monitor the Contractors performance under the provided Mock Task Order in accordance with the Governments QASP.

4.4 Performance Requirements Summary:

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

5. GOVERNMENT CONTRACT ADMINISTRATION

5.1 Post Award Conference/Periodic Progress Meetings:

The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, COR, and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the contracting officer will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government. Based on the required services the government reserves the right to require a post award conference on the task order.

5.2 Contracting Officer Representative (COR):

The COR will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the Contractor concerning technical aspects of the contract; issue written interpretations of technical requirements, including Government drawings, designs, specifications; monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

5.3 Contractor Performance Assessment Reporting System (CPARS):

This contract requires reporting in the Contractor Performance Assessment Reporting System (CPARS). Any task order awarded under this contract that is valued at greater than \$1,000,000.00 will also be subject to reporting in CPARS. The contractor is responsible for providing and maintaining a representative in CPARS who has the authority to review and accept performance reports on behalf of the contractor.

5.4 Service Contract Reporting

System for Award Management (SAM) Service Contract Report (SCR): Applicable if any TO are issued over 3 million. The Contractor shall report ALL Contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the *{Insert Component's Name}* via a secure data collection site. The Contractor is required to completely fill in all required data fields through the following web address: www.sam.gov. Reporting inputs will be for the labor executed during the period of performance during each Government FY, which runs from October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk by clicking "View Assistance for SAM.gov" which is located at the top of the SAM.gov website. From there, you can select "Contact Our Service Desk" which will allow you to contact SAM.gov directly. If contract period of performance ends prior to September 30, the Contractor has 30 calendar days from end date of the contract to complete the SAM SCR requirement.

Steps for Submitting a Service Contract Report (SCR)

1. Go to www.sam.gov and log in.
2. Select Entity Registrations and then select Service Contract Reporting.
3. SAM displays your entities which have service contracts and meet the reporting criteria. Select View by entity to see the service contracts for each entity.
4. Next, select Add for the service contract against which you want to create a Service Contract Report. Each service contract which meets the FAR Subpart 4.1703 reporting thresholds is displayed.
5. You will be taken to the Complete Service Contract Report page. SAM displays the contract details and allows you to report. You are required to enter the following information:

- Total Amount Invoiced: Total dollar amount invoiced for services performed during the previous Government fiscal year under the contract (this amount should include the prime and any subcontract amount).
- Prime Contractor Hours Expended: Prime contractor direct labor hours expended on the services performed during the previous Government fiscal year. The amount you enter is automatically divided by 2,080 hours to calculate a Full Time Employee (FTE) equivalent, displayed under the Prime Contractor Hours Expended as Prime Contractor FTEs.
- 6. Report any required Tier 1 subcontractor information by selecting the Add Tier 1 Subcontract Information button.
- 7. When you are ready to submit the report, select Submit. This saves your report and returns you to the Select Service Contract page where you can create other SCRs or edit an existing SCR.

Steps for Editing a Submitted Report

1. Follow steps 1-4 above. Any previously submitted SCR will have a View/Edit button instead of an Add button.
2. Select View/Edit. You will be able to view the current SCR, edit available fields, and resubmit the record. You can also delete previously entered information altogether.

STD: All information provided by the Contractor shall be accurate, complete, and not exceed suspense dates noted in corresponding paragraph above.

AQL: 100% Compliant

6. OTHER REQUIREMENTS AND INFORMATION

6.1 Hours of Operation:

The contractor is responsible for conducting business, between the hours of 0800-1630 or as otherwise defined in a specific Task Order Monday through Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For other than firm fixed price contracts, the contractor will not be reimbursed when the government facility is closed for the above reasons. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

6.2 Other Direct Costs:

This category includes travel (outlined in 2.6), reproduction, and shipping expenses associated with training activities and visits to contractor facilities. It could also entail the renting of suitable training venues. Other direct costs requirements will be specific to each Task Order. These costs must be preapproved by the Contracting Officer.

6.3 Data Rights:

The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

6.4 Organizational Conflict of Interest:

Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications, or work statements, etc.) or perform evaluation services which may

create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

6.5 Phase In/Phase Out:

Reserved

7. **DEFINITIONS AND ACRONYMS**

7.1 Definitions:

CONTRACTOR. A supplier or vendor having a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

CONTRACTING OFFICER. A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

CONTRACTING OFFICER'S REPRESENTATIVE (COR). An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

DEFECTIVE SERVICE. A service output that does not meet the standard of performance associated with the Performance Work Statement.

DELIVERABLE. All goods, out-puts, end products, services, work, work product, items, materials, and property to be created, developed, produced, delivered, performed, or provided by or on behalf of, or made available through, Contractor (or any agent, contractor, or subcontractor of the contractor) in connection with this contract. Most deliverables take the form of a tangible product (hardware, software, data, written report, completed installation, etc.), but some can also be less tangible (meeting facilitator or custodial services).

KEY PERSONNEL. Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

PHYSICAL SECURITY. Actions that prevent the loss or damage of Government property.

QUALITY ASSURANCE. The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

QUALITY ASSURANCE Surveillance plan (QASP). An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

QUALITY CONTROL. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

SUBCONTRACTOR. One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

WORK DAY. The number of hours per day the Contractor provides services in accordance with the contract.

WORK WEEK. Is defined as Monday through Friday, unless specified otherwise.

7.2 Acronyms:

ACOR	Alternate Contracting Officer's Representative
ADR	Automatic Data Review
AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
CCE	Contracting Center of Excellence
CFR	Code of Federal Regulations
CDFR	Chemical Data Final Report
CDQC	Chemical Data Quality Control
CDQM	Chemical Data Quality Management
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CERP	Comprehensive Everglades Restoration Program
CFR	Code of Federal Regulations
CGM	Cerp Guidance Memorandum
CLP	Contract Laboratory Protocol
CMR	Contract Manpower Reporting
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTR	Contracting Officer's Technical Representative
COTS	Commercial Off the Shelf
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
DOD	Department of Defense
DQO	Data Quality Objectives
DQCR	Daily Quality Control Reports
DQSM	Department of Defense's Quality System Manual
EDD	Electronic Data Deliverable
EDMS	Environmental Data Management System
ELAP	Environmental Laboratory Accreditation Program
eQAPP	Electronic Quality Assurance Project Plan
F.A.C.	Florida Administrative Code
FAR	Federal Acquisition Regulation
FDEP	Florida Department of Environmental Protection
FUDs	Formerly Used Defense Sites
GC	Gas Chromatography
GCMS	Gas Chromatograph Mass Spectrometry
HASP	Health and Safety Plan
HIPAA	Health Insurance Portability and Accountability Act of 1996
IDIQ	Indefinite Delivery Indefinite Quantity
LC	Liquid Chromatograph
LCS	Laboratory Control Spike
LCSD	Laboratory Control Spike Duplicate
MDL	Minimum Detection Level
MS	Matrix Spike
MSD	Matrix Spike Duplicate

NELAC	National Environmental Laboratory Accreditation Congress
NELAP	National Environmental Laboratory Accreditation Program
NTP	Notice to Proceed
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
PAHs	Polynuclear Aromatic Hydrocarbons
PARCC	Precision, Accuracy, Representativeness, Comparability, Completeness
PEC/PEL	Probable Effect Concentration/Level
PIPO	Phase In/Phase Out
POC	Point of Contact
PQL	Practical Quantification Limit
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
QSM	Quality System Manual
RCRA	Resource Conservation and Recovery Act
RFP	Request for Proposal
RPD	Relative Percent Difference
RSD	Relative Standard Deviation
SAP	Sampling and Analysis Plan
SEDD	Staged Electronic Data Deliverable
SOP	Standard Operating Procedure
SOW	Scope of Work
SPLP	Synthetic Precipitation Leaching Procedures
SQAGs	Sediment Quality Assessment Guidelines
STCLs	Soil Cleanup Target Levels
SVOCs	Semivolatile Organic Compounds
SW	Surface Water or Solid Waste
TE	Technical Exhibit
TEC/TEL	Threshold Effect Concentration/Level
TCLP	Toxic Characteristic Leaching Procedures
UFP-QAPP	Uniform Federal Policy for Quality Assurance Project Plan
USEPA	United States Environmental Protection Agency

8. GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, SERVICES AND MATERIALS

If the Government provides any services, facilities, utilities, equipment, or materials, this will be mentioned in the specific Task Orders. Specific Government furnished information for each item of work will be described in the Task Orders. In general, the information will consist of topographic maps, information gathered during previous investigations (e.g. results from environmental compliance audits and surveys, geologic logs from wells or borings, results from any previously conducted soil and groundwater sampling and chemical analyses, etc.), available hydrogeologic information, and utility maps and clearances.

8.1 Property. *Reserved*

8.2 Equipment. *Reserved*

8.3 Services. *Reserved*

8.4 Materials. *Reserved*

9. CONTRACTOR REQUIREMENTS

9.1 Contractor Furnished Items.

General: The Contractor shall furnish all supplies, equipment, facilities, and services required to perform work under this contract.

Secret Security Clearance: The Contractor may be required a secret facility clearance from the Defense Security Service. The Contractor's employees, performing work in support of this contract shall have or shall be in a position to obtain security clearances from the Defense Industrial Security Clearance Office.

Materials: The Contractor shall furnish all materials, supplies, and equipment necessary to meet the requirements under individual Task Orders.

Equipment: The Contractor shall furnish all equipment needed to meet the requirements under individual Task Orders.

Access to Private property: The Contractor shall obtain all written permits and permissions from property owners to access their property prior to start of any field work. This shall be coordinated with the COR before access requests are sent to property owners.

Additional requirements will be addressed in specific Task Orders

9.2 Submittals. Task Order Specific

9.3 Contract Requirements. Task Order Specific

10. PERFORMANCE REQUIREMENTS

Each task order will incorporate a broadened scope of work based on the service categories in the basic contract.

10.1 Basic Services:

The Contractor shall provide services as will be requested in specific Task Orders.

10.2. Environmental Remediation Services. The Contractor shall be capable of performing a wide range of Environmental Remediation Services activities. Examples of environmental compliance activities that may be required include, but are not limited to:

10.2.1. Complying with Federal, State, and/or local air pollution regulations. This includes, but is not limited to, preparation of air permits, monitoring air emissions, maintaining air emissions inventories, and inspecting facilities.

10.2.2. Complying with Federal, State and/or local solid waste handling and disposal regulations. This includes, but is not limited to, solid waste management plans, solid waste recycling, solid waste landfill inspection and permitting, and actual disposal of solid waste generated by the customer, Contractor, or others.

10.2.3. Complying with Federal, State, and/or local hazardous waste handling and disposal regulations. This potentially includes actual disposal of hazardous wastes generated by the customer, Contractor, or others.

10.2.4. Complying with Federal, State, and/or local emergency planning and community right to know regulations.

10.2.5. Complying with Federal, State, and/or local water quality regulations. This includes but is not limited to, drinking water systems, wastewater treatment systems, and storm water systems.

10.2.6. Establishing and/or upgrading GIS systems.

10.2.7. Establishing and/or upgrading extensive databases. Some of these databases may be integrated with GIS systems.

10.2.8. Complying with Federal, State, Regional, and/or local dredge material and associated sediment collection, testing, placement, and analysis regulations.

10.2.9. Lead-based paint investigations and abatement.

10.2.10. Asbestos surveys and abatement.

10.2.11. Radon surveys and testing.

10.2.12. Indoor and outdoor air quality monitoring and air emission inventories.

10.2.13. Mold surveys and remediation.

10.2.14. Removal of debris.

10.2.15 Solid Waste Management Support Services

10.2.16 Recycle commodities processing and sales

10.2.17 Natural and cultural resource services to support environmental facilities and range operations.

10.3. Environmental Investigations and Remediation. The Contractor shall be capable of performing a wide range of environmental investigations related to remediation, water/wastewater services, industrial hygiene/safety support, and other support activities. Examples of environmental investigations and remediation activities that may be required include, but are not limited to:

10.3.1. Develop site specific work plans with accompanying sub plans. These sub plans include, but are not limited to, such documents as a sampling and analysis plan (SAP), Uniform Federal Policy for Quality Assurance Project (UFP-QAPP), a site safety and health plan (SSHP), a contractor quality control plan (QCP), and erosion control plans.

10.3.2. Sampling and testing of soil (shallow, shallow subsurface, and deep subsurface) and/or other solid matter; sampling and testing of sediment; sampling and testing of groundwater; and sampling and testing of surface water.

Sampling shall conform to the United States Environmental Protection Agency's or the state/commonwealth most current protocols where the work will be performed. Groundwater sampling may involve installation and development of monitoring wells. Monitoring well installation must adhere to all applicable DoD, Federal, and State regulations.

10.3.3. Conduct site investigations (e.g. Remedial Investigations, Resource Conservation & Recovery Act (RCRA) Facility Investigations, Comprehensive Site Assessments, Site Assessments, etc.) in accordance with Federal, State, and local environmental regulations. This includes preparation of work plans and reports for review by the Corps of Engineers and the applicable Federal, State, and/or local regulatory authority.

10.3.4. Prepare remedial action decision documents (e.g., Feasibility Studies, Records of Decisions, decision documents, Corrective Measures Studies, Corrective Action Plans, Remedial Action Plans, etc.) for review by the Corps of Engineers and the applicable Federal, State, and/or local regulatory authority.

10.3.5. Perform risk assessments (both human health and ecological) in support of RCRA, Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), or other regulated programs.

10.3.6. Conduct remedial action activities at CERCLA, RCRA, Defense Environmental Restoration Program (DERP), Formerly Used Defense Sites (FUDS) and other sites contaminated with but not limited with the following

types of substances: RCRA listed hazardous wastes, RCRA characteristic hazardous wastes, heavy metals, Polychlorinated Biphenols (PCBs), asbestos, petroleum hydrocarbons, Toxic Substances Control Act (TSCA), regulated substances, radioactive material, sewage/wastewater, and other contaminants not specifically listed here which need to be remediated in accordance with Federal, State, and local environmental regulations.

10.3.7. Remediation of contaminated soil. Soil remediation may include, but is not limited to, such techniques as excavation and off-site disposal, phytoremediation, soil vapor extraction, bioventing, soil washing, bioremediation (ex-situ and in-situ), stabilization and/or solidification or novel technologies as approved.

10.3.8. Pre demolition hazardous material evaluations, removal, decontamination, treatment, transport, and/or disposal of built vertical and horizontal components. Built vertical and horizontal components include, but are not limited to, buildings, sumps, tanks (both aboveground and underground), drums, and transformers. Additionally, these manmade structures may contain, or be contaminated with, asbestos, lead-based paint, PCBs, petroleum products, or other solid or hazardous wastes and materials.

10.3.9. Remediation of contaminated groundwater. Groundwater remediation may include, but is not limited to, “pump and treat,” phytoremediation, in-situ bioremediation, reactive barriers, and air sparging.

10.3.10. Structural and geophysical surveys.

10.3.11. Hydrogeological testing and data analysis (includes but is not limited to installation and abandonment of groundwater monitoring wells and piezometers, dye tests, aquifer evaluations, plume studies, cross hole investigations, groundwater modeling using state-of-the-art computer models, etc.).

10.3.12. Chemical sampling, treatment, and/or disposal of containerized wastes, such as waste inside tanks, drums, and transformers.

10.3.13. Implementation of isolation containments (e.g., caps, slurry walls, etc.) around hazardous waste sites, hazardous waste treatment units, water/wastewater units, security/safety systems, and base modernization upgrades.

10.3.14. Operation and maintenance of remediation and sanitary facilities (e.g., groundwater collection and treatment systems, soil vapor extraction systems, air sparging systems, bioventing systems, sewage treatment units, etc.).

10.3.15. Provide DoD and National Environmental Laboratory Accreditation Program (NELAP) approved laboratory services for chemical and physical analyses of air, soil, groundwater, surface water, and sediment samples, as applicable to the project.

10.3.16. Support for and/or participation in community education and public affairs activities.

10.3.17. Prepare Remedial Action Reports and/or Closure Reports/Post-Closure Reports after completion of the remedial action activities.

10.3.18. Perform life, health, and safety studies, surveys, and implement corrective actions.

10.4. Environmental Conservation. The Contractor shall be capable of performing a wide range of environmental conservation activities. Examples of environmental conservation activities that may be required include, but are not limited to:

10.4.1. Perform natural resource studies, investigations, and reviews of natural resources programs to ensure compliance with DoD Federal, State, and local regulations.

10.4.2. Perform cultural resource studies, investigations, and reviews of cultural resource programs to ensure compliance with DoD Federal, State, and local regulations.

10.4.3. Perform wetlands studies, investigations, and reviews of wetlands programs to ensure compliance with DoD Federal, State, and local regulations, and preparation of wetland delineations and permits.

10.4.4. Preparation of National Environmental Policy Act (NEPA) documentation.

10.5. Pollution Prevention. The Contractor shall be capable of performing a wide range of pollution prevention activities. Examples of pollution prevention activities that may be required include, but are not limited to:

10.5.1 Perform reviews of pollution prevention programs to ensure compliance with DoD Federal, State, and local regulations, preparation/revision of pollution prevention plans, and preparation/revision of pollution prevention training programs.

10.5.2. Perform reviews of spill prevention control programs to ensure compliance with DoD Federal, State, and local regulations and preparation of spill prevention control plans.

10.5.3. Perform reviews of above and underground storage tank (ASTs/USTs) programs to ensure compliance with DoD Federal, State, and local regulations and preparation of UST management plans and UST databases.

10.5.4. Perform reviews of stormwater and erosion control programs to ensure compliance with DoD Federal, State, and local regulations and preparation of stormwater management plans.

10.5.5. Preparation/revision of comprehensive environmental management systems. This potentially includes assistance in obtaining ISO 14000 registration.

10.5.6. Perform reviews of noise pollution programs to ensure compliance with DoD Federal State, and local regulations and monitoring mitigation of noise sources.

10.5.7. Evaluating facilities for the potential for reducing, substituting, or eliminating processes and materials that generate hazardous wastes or solid non-hazardous wastes that are not recyclable.

10.6. Geotechnical Investigations. The Contractor shall be capable of performing all geotechnical investigations including sampling and testing of soil (shallow, shallow subsurface, and deep subsurface), rock and/or other solid matter; sampling and testing of sediments; sampling and testing of groundwater; determination of aquifer parameters/monitoring of groundwater elevations, and sampling and testing of surface water. Soils shall be tested for both chemical and geotechnical parameters. Groundwater sampling may involve installation and development of monitoring wells. Material testing for geotechnical properties, and soil classification in accordance with Unified Soil Classification System. Logs and other data submitted shall be Bentley geotechnical and geo-environmental products (GINT compatible).

10.7. Sustainment, Restoration and Modernization (SRM): The Contractor shall provide comprehensive base sustainment, restoration, and modernization support to include the furnishing of all materials, plant, tools, labor costs, and other associated incidentals necessary to complete environmental compliance, evaluation, management and remediation for vertical and horizontal construction inspections, quality assurance and other SRM initiatives as defined in individual Task Orders awarded herein. SRM requires environmental compliance evaluation, remediation and permitting during the preconstruction, construction, and post construction phases.

10.8. Base Support: The Base Support includes an assortment of environmental programs and initiatives supporting a wide variety of critical functions and capabilities to enhance operations and readiness. The Contractor shall provide comprehensive environmental base support. At a minimum, work may include office automation, customer interface, and technical support required for environmental evaluation, compliance, remediation, and management. This could include, but is not limited to, repository maintenance, document, and justification input for procurement actions; assist in monitoring contract durations; database maintenance and input to various enterprise databases tracking programs. General administrative support may include technical assistance in the organization and maintenance of the official filing systems and repository; data gathering and data entry into the various databases. General technical support may include project review, technical document reviews, prepare scope of work and estimates, and prepare statistical reports.

10.9. Chemical Analytical Laboratory Testing: The firm shall clearly demonstrate, through association with qualified subcontractors, specialized experience, and expertise in chemical analytical laboratory procedures including but not limited to : EPA 500 series methods for drinking water, EPA 600 series methods for waste water, toxicity characteristic leachate procedure, microbiological analyses, inorganic analyses, toxicology analyses including bioassays, dioxins/furans, methods for evaluating solid waste, physical/chemical methods, and SW-846. Sediment chemistry analysis shall meet IAW EPA requirements and will be defined in individual Task Orders. Chemical analytical laboratory facilities must participate in the NELAP program and/or DoD ELAP Programs and be accredited by the State of Florida's accrediting authority, Department of Health, for the methods, analyses, and matrices grouped above. Chemical analytical laboratory facilities must demonstrate experience working with projects in the State of Florida and with FDEP. All chemical analyses for projects in Puerto Rico shall be certified by a chemist licensed in Puerto Rico. For Formerly Used Defense Site (FUDS) projects, the Laboratories must participate in Department of Defense Environmental Laboratories Accreditation Program (DoD ELAP).

Chemical analytical laboratories performing analytical testing under this contract shall have the applicable certifications required by the State of Florida's accreditation authority under the National Environmental Laboratory Accreditation Program (NELAP), and DOD ELAP certification for FUDS projects, as applicable, for each analytical method, analytical parameter, and matrix to be analyzed under this contract. In addition, chemical analytical laboratory services are to be provided only by laboratories compliant with the most recently published version of the DOD Quality Systems Manual (QSM), <https://www.denix.osd.mil/portal/page/portal/denix>, and holding a current NELAP accreditation for all appropriate fields of testing as described above. The laboratory shall submit, in a timely manner, self-declaration forms (including supporting documentation), as well as information related to NELAP or DoD ELAP accreditation. Before testing services can be performed by the laboratory, the contracting officer's representative (COR) will notify the candidate laboratory of the acceptability of the declaration and supporting documentation.

Notification shall be provided immediately of any change in status of laboratory operations that may affect on-going compliance with these requirements while engaged in support of USACE contracts. The COR may at any time, conduct audits (including requests for pertinent data or information) that support a chemical analytical laboratory's self-declaration of compliance with this policy. If the COR finds the laboratory noncompliant; alternate, compliant laboratory services shall be utilized, until such time as compliance is again demonstrated. Before performing chemical analytical testing for under this contract, the laboratory shall have access to the approved Quality Assurance Project Plan (QAPP), as applicable.

Chemical analytical testing under this contract shall be conducted in accordance with ER 1110-1-263; USEPA Agency-wide Quality System Documents, http://www.epa.gov/quality1/qa_docs.html; CERP Quality Assurance Systems Requirements (QASR), http://www.evergladesplan.org/pm/program_docs/qasr.aspx; EM 200-1-3, Appendix I; National Environmental Laboratory Accreditation Conference (NELAC), <http://www.epa.gov/nelac/>; MPRSA and EPA regional analytical requirements; and DOD Quality Systems Manual. All chemical analytical samples collected under this contract shall be collected in accordance with the most current techniques contained in the QASR and the FDEP, local SOPs, and accepted UFP-QAPPs. All chemical analytical samples collected under this contract shall be shipped in accordance with applicable U.S. Department of Transportation regulations, USEPA regulations, USACE regulations, State law, and courier regulations. All specified chemical analytical methods refer to the most recent promulgated updates. Associated with most of the specified chemical analytical methods for analyzing samples, there is a sample preparation procedure (e.g., purge and trap, extraction, dilution, digestion, etc.) required for achieving the data quality objectives and for proper introduction of the sample into the analyzing unit. All samples and their associated extracts shall be properly stored and retained for a minimum of sixty days after receipt of the contractor's final report by the Government.

10.9.1 Data Review and Electronic Data Deliverables (EDDs) for Analytical Results:

All electronic data submitted by the Contractor's laboratory is required to be error-free, and in complete agreement with the hardcopy data from the laboratory. Data files are to be delivered both by e-mail and on high density CD accompanying the hardcopy reports, or as required in each individual Task Order. The disk must be submitted with a transmittal letter from the laboratory that certifies that the file is in agreement with hardcopy data reports and has been found to be free of errors using the latest version of the ADaPT evaluation software for CERP projects, and

ADR software in FUDSChem for FUDS projects. The Contractor's laboratory, at their cost, will correct any errors identified by the Government.

10.9.2 Data Review and Electronic Data Deliverables (EDDs) for Analytical Results for FDEP projects:

The Contractor and analytical laboratories must institute the use of the FDEP ADaPT software for reporting and performing data review for CERP projects. The ADaPT application is designed to perform compliance screening of the EDD and routine data quality accuracy and precision checks traditionally performed through a manual data review. ADaPT can be download from the FDEP web site.

The Contractor's laboratory shall provide an EDD compliant with the FDEP ADaPT specification. The detailed specification is described in Enclosure 2. An ADaPT EDD will be delivered for each laboratory report, (i.e., Sample Delivery Group).

Data from biological and radiological analyses are not required to be delivered in the ADaPT format; therefore, a manual review of these parameters will be necessary. The primary samples and associated quality control (QC) samples for the biological and radiological samples should be evaluated in accordance with the QAPP and analytical methods against criteria for the aspects (as applicable):

- Adherence to analytical holding times
- Accuracy (matrix spikes, laboratory QC spikes, and surrogate spikes)
- Precision (laboratory duplicates and field duplicates)
- Presence of target analytes in the blanks

The findings associated with the data evaluation process shall be discussed in the report(s) required in each individual Task Order. For the biological and radiological analyses, laboratory data should be reported in an Excel spreadsheet.

In addition to the ADaPT EDDs, all laboratory results must be submitted to the Government in the laboratory's standard data deliverable.

Additional manual review or validation of the data may be requested from the Contractor by the Government. This additional work is project specific and must be established prior to project initiation.

10.9.3 Data Review and Electronic Data Deliverables (EDDs) for Analytical Results for FUDS projects:

The Contractor shall be responsible for independent data review of all data in each individual Task Order in agreement with Data Usability Analysis (DUA). The data shall be validated in accordance with EPA 540-R-99-008, EPA 540-R-04-004, and any applicable State and regional requirements. Contractor is required to use FUDSChem for creation and certification of e-QAPP, and electronic data review of SEDD files created by the laboratory.

All laboratory data for samples analyzed by commercial laboratories shall be submitted in the Staged Electronic Data Deliverable (SEDD) format unless the PWS/SOW states otherwise. Details on the SEDD format are provided in SEDD Version 5.2 (or most recent version) <http://www.epa.gov/superfund/programs/clp/sedd.htm>. Use of the Automatic Data Review (ADR) software is mandatory, and use of the Electronic Data Management System (EDMS) are optional. Electronic data deliverables for Chemistry data are required prior to approval of the Final Report. There deliverables shall be reviewed and must be found acceptable for milestone approval. The following files shall be included as required for a complete submittal:

- Library file (e-qapp, must be project specific);
- DTD file;
- SEDD Stage 2A or 2B XML file;
- Post-review ADR files;
- Annotated Error Log; and
- SEDD Stage 1 export file.

11. REGULATIONS AND PUBLICATIONS

11.1 The Contractor must abide by all of the latest applicable regulations, publications, manuals, and local

policies and procedures. These include, but are not limited to the following:

OSD Memo: DoD Environmental Laboratory Accreditation Program (DoD ELAP) DEC 2008

DoDM 4715.20 Defense Environmental Restoration Program (DERP) Management MAR 2012

40 CFR 220-229 Marine Protection, Research and Sanctuaries Act

Uniform Federal Policy for Quality Assurance Project Plans (DoD/EPA/DoE joint publication)

DOD Quality Systems Manual for Environmental Laboratories (DoD QSM) (latest version) as referenced in DoD Instruction Number 4715.15

Uniform Federal Policy for Quality Assurance Project Plans (latest version) (DoD/EPA/DoE joint publication) as referenced in DoD Instruction Number 4715.15

U.S. ARMY COPRS OF ENGINEERS (USACE)

HQ USACE Memorandum: HTRW Chemical Data Quality SEPT 2008 Management (CDQM) Policy for Environmental Laboratory Testing

ER 200-3-1 FUDS Program Policy

EM 200-1-6 Chemical Quality Assurance

ER 1110-1-263 Data Quality Management for Hazardous, Toxic, Radioactive Waste Remedial Activities

EP 75-1-3 Recovered Chemical Warfare Materiel (RCWM)

Response EM 1110-1-4009 Ordinance and Explosives Response

Corps of Engineers Manual EM 385-1-1 - Safety and Health Requirements Manual.

Corps of Engineers, Labor Relations Manual ER 1180-1-8.

Quality Assurance Representatives Guide EP 415-1-261, Volumes 1 through 4.

Department of the Army, Engineering Regulation ER 1180-1-6, 30 September 1995 -

Construction Quality Management.

U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA)

EPA 540-R-99-008 Contract Laboratory Program National Functional Guidelines for Organic Data Review

EPA 540-R-04-004 Contract Laboratory Program National Functional Guidelines for Inorganic Data Review

EPA 530/F-93/004 Test Methods for Evaluating Solid Waste (Vol. IA, (Rev 0; updates I, IV, IC, and II) and new methods published at II, IIA, IIB, III, IIIA, <http://www.epa.gov/epaoswer/hazwaste/test/new-meth.htm> IIIB, IVA, and IVB)

12. EXHIBITS AND ATTACHMENTS

Each task order will be issued with any specific exhibits or attachments that apply to the work being accomplished under the task order in addition to the following:

12.1 Exhibit A – Performance Requirements Summary

12.2 Exhibit B – Deliverables

12.3 Exhibit C – Diagrams, Pictures, and Special Requirement Specifications, etc.

12.4 Exhibit D – Wage Determinations

EXHIBIT A

Performance Requirements Summary

The Contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success. Task orders are issued with an expanded Performance Requirement Summary as required to be tailored to the specific services in the task order.

Performance Objective	Standard	Performance Threshold	Method of Surveillance
PRS # 1. The Contractor shall provide environmental studies, investigations, and remedial services. Paragraph 10.3	The Contractor shall follow approved work plans associated with individual Task Orders.	Any deviation should be preapproved by the contracting officer in writing. <i>No more than one customer complaint per quarter.</i>	Periodic Surveillance
PRS # 2. The Contractor shall provide environmental compliance services. Paragraph 10.2	The Contractor shall follow approved work plans associated with individual Task Orders.	Any deviation should be preapproved by the contracting officer in writing. <i>No more than one customer complaint per quarter.</i>	Periodic Surveillance
PRS # 3. The Contractor shall provide various environmental conservation and pollution prevention services. Paragraph 10.5	The Contractor shall follow approved work plans associated with individual Task Orders.	Any deviation should be preapproved by the contracting officer in writing. <i>No more than one customer complaint per quarter.</i>	Periodic Surveillance
PRS # 4. The Contractor shall provide various geotechnical investigation services. Paragraph 10.3.10	The Contractor shall follow approved work plans associated with individual Task Orders.	Any deviation should be preapproved by the contracting officer in writing. <i>No more than one customer complaint per quarter.</i>	Periodic Surveillance
PRS # 5 The Contractor shall provide laboratory services from qualified laboratories, summarize the QC provided by the laboratories, and provide comparisons of soils, sediments, and water values with standards. Paragraph 10.9	The Contractor shall follow approved work plans associated with individual Task Orders, follow FDEP's and EPA's analytical SOPs, and use certified laboratories as shall be requested in the Task Orders.	Any deviation should be preapproved by the contracting officer in writing. <i>No more than one customer complaint per quarter.</i>	Periodic Surveillance

EXHIBIT B

Deliverable Schedule

The specific deliverables and the formats will be described in the individual Task Orders and will typically include work plans, sampling plans, draft and final reports, meeting minutes, sampling data, and field reports. Apart from these there may be other required submittals based on customer requirements. The reporting formats and other details will be described in individual Task Orders.

EXHIBIT C

Diagrams, Pictures, and Special Requirement Specifications

The specific Diagrams, Pictures and Special Requirement Specifications will be included in individual Task Orders

EXHIBIT D

Wage Determination

The specific Wage Determination will be included in the individual Task Orders

ATTACHMENTS

ATTACHMENTS

Attachment 1 – NAVFAC/USACE Past Performance Questionnaire

Attachment 2 – Proposal Data Sheet

Attachment 3 – Determination of Responsibility Form

Attachment 4 – Proposal Format

Attachment 5 – Letter of Commitment for Key Subcontractor or Key Personnel

Attachment 6 – Contractor Employees in the Government Workplace

Attachment 7 – Standard Ordering Guide for Task Order procedures

Attachment 8 – Mock Task Order Pricing Proposal Sheet (Attached Separately)

ATTACHMENT 1

**NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE FOR CIVIL CONSTRUCTION PROJECT –
Solicitation W912EP22R0009**

NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE

CONTRACT INFORMATION

1. Contractor Information

Firm Name:

CAGE Code:

Address:

UEI Number:

Phone Number:

Email:

2. Work Performed as:

Prime Contractor

Sub Contractor

Joint

Venture Other (Explain)

Percent of project work performed:

If subcontractor, who was the prime (Name/Phone #):

3. Contract Information

Contract Number:

Delivery/Task Order Number (if applicable):

Contract Type: Firm Fixed Price

Cost Reimbursement

Other (Please specify):

Contract Title:

Contract Location:

Award Date (mm/dd/yy):

Contract Completion Date (mm/dd/yy):

Actual Completion Date (mm/dd/yy): Explain
Differences:

Original Contract Price (Award Amount):

Final Contract Price (*to include all modifications, if
applicable*): Explain Differences:

4. Project Description:

Complexity of Work: High

Med

Routine

How is this project relevant to project of submission? (*Please provide details such as similar equipment,
requirements, conditions, etc.*)

5. Client Information

Name:

Title:

Phone

Number:

6. Describe the client's role in the project:

7. Date Questionnaire was completed (mm/dd/yy):

8. Client's Signature:

**PLEASE PROVIDE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR
EVALUATION OF THE CONTRACTOR'S PERFORMANCE.**

1. QUALITY:

a) Quality of technical data/report preparation efforts

E VG S M U N

b) Ability to meet quality standards specified for technical performance

E VG S M U N

c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance

E VG S M U N

d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)

E VG S M U N

2.SCHEDULE/TIMELINESSOFPERFORMANCE:

a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. *(If liquidated damages were assessed or the schedule was not met, please address below)*

E VG S M U N

b) Rate the contractor's use of available resources to accomplish tasks identified in the contract

E VG S M U N

3. CUSTOMER SATISFACTION:

a) To what extent were the end users satisfied with the project?

E VG S M U N

b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes;

E VG S M U N

c) To what extent was the contractor cooperative, business- like and concerned with the interests of the customer?

E VG S M U N

d) Overall customer satisfaction

E VG S M U N

4. MANAGEMENT/ PERSONNEL/LABOR

a) Effectiveness of on-site management, including management of subcontractors/suppliers, materials and/or labor force?

E VG S M U N

b) Ability to hire, apply, and retain a qualified workforce to this effort

E VG S M U N

c) Government Property Control

E VG S M U N

d) Knowledge/expertise demonstrated by contractor personnel	E	VG	S	M	U	N
e) Utilization of Small Business concerns	E	VG	S	M	U	N
f) Ability to simultaneously manage multiple projects with multiple disciplines	E	VG	S	M	U	N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning,	E	VG	S	M	U	N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E	VG	S	M	U	N
5. COST/FINANCIAL MANAGEMENT						
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	E	VG	S	M	U	N
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved	E	VG	S	M	U	N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	E	VG	S	M	U	N
d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	Yes		No			
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes		No			
f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i>	Yes		No			
6.SAFETY/SECURITY						

a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)

b) Contractor complied with all security requirements for the project and personnel security requirements.

E	VG	S	M	U	N
E	VG	S	M	U	N

7. GENERAL

a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).

E	VG	S	M	U	N
---	----	---	---	---	---

b) Compliance with contractual terms/provisions (*explain if specific issues*)

E	VG	S	M	U	N
---	----	---	---	---	---

c) Would you hire or work with this firm again? (*If no, please explain below*)

Yes	No
-----	----

d) In summary, provide an overall rating for the work performed by this contractor.

E	VG	S	M	U	N
---	----	---	---	---	---

END OF QUESTIONNAIRE

**ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST
REFLECT THE EVALUATION OF THE CONTRACTOR'S**

RATING	DEFINITION	NOTE
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the factor being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified. A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the factor being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual performance of the factor contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.

(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the factor being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the factor contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract	Rating will be neither positive nor negative.

ATTACHMENT 2
PROPOSAL DATA SHEET

SOLICITATION: W912EP22R0009

OFFEROR CONTACT INFORMATION:

Name of Firm:

Address:

Phone:

Fax:

E-mail:

UEI #:

(If offeror is a Joint Venture, provide UEI # for the Joint Venture)

Provide name and UEI #'s for any firm identified as a major subcontractor for which demonstrated experience has been submitted under Factor 2.

Major Sub 1:

UEI #:

Major Sub 2:

UEI #:

Major Sub 3:

UEI #:

AUTHORIZED NEGOTIATORS

The following person(s) are authorized to negotiate on the offeror's behalf with the Government in connection with this Request for Proposals.

Name of Person Authorized to Negotiate:

Negotiator's Address:

Negotiator's Telephone:

Negotiator's E-mail:

ATTACHMENT 3**DETERMINATION OF RESPONSIBILITY FORM****Prospective Contractor:** _____**Solicitation No:** **W912EP22R0009****Project Title:** **Environmental Remediation Services MATOC IDIQ**

The following information is provided to assist the Contracting Officer in determining whether or not the proposed contractor meets the general standards of responsibility enumerated at FAR 9.104-1 and DFARS 209.104-1.FAR 9.104-1 General Standards. To be determined responsible, a prospective contractor must:

(a) HAVE ADEQUATE FINANCIAL RESOURCES TO PERFORM THE CONTRACT, OR THE ABILITY TO OBTAIN THEM (SEE 9.104-3(b))

The prospective contractor's financial statement for the period ending _____ shows assets to liabilities at a ratio of _____ to _____.

PROVIDE A COPY OF YOUR LATEST FINANCIAL STATEMENT.**Banking References****(Provide signed reference on letterhead from financial institution supporting each banking reference.)**

1st bank's name: _____
 Telephone #: _____
 Address: _____
 Person: _____
 Title: _____
 Length of time with bank: _____
 Credit Rating: _____
 Number/type of accounts: _____
 Amount in each account (# of figures): _____
 Credit line: _____ Secured/Unsecured
 Outstanding loans: _____ Secured/Unsecured

Banking References (continued)

2nd bank's name: _____
 Telephone #: _____
 Address: _____
 Person: _____
 Title: _____
 Length of time with bank: _____
 Credit Rating: _____
 Number/type of accounts: _____
 Amount in each account (# of figures): _____
 Credit line: _____ Secured/Unsecured
 Outstanding loans: _____ Secured/Unsecured

(b) BE ABLE TO COMPLY WITH THE REQUIRED OR PROPOSED DELIVERY OR PERFORMANCE SCHEDULE, TAKING INTO CONSIDERATION ALL EXISTING COMMERCIAL AND GOVERNMENTAL BUSINESS COMMITMENTS

(c) HAVE A SATISFACTORY PERFORMANCE RECORD (SEE 9.104-3(c) and Subpart 42.15)

Performance References

1st company: _____
 Telephone #: _____
 Address: _____
 Name: _____
 Title: _____
 Location and type of work: _____
 Completed on time? _____
 On budget? _____
 Quality of work? _____
 Management cooperative? _____
 Any problems encountered: _____

Performance References (continued)

2nd company: _____
 Telephone #: _____
 Address: _____
 Name: _____
 Title: _____
 Location and type of work: _____
 Completed on time? _____
 On budget? _____
 Quality of work? _____
 Management cooperative? _____
 Any problems encountered: _____

(d) HAVE A SATISFACTORY RECORD OF INTEGRITY AND BUSINESS ETHICS

Trade References

1st company: _____
 Telephone #: _____
 Address: _____
 Name: _____
 Title: _____
 Length of time with company: _____
 Credit line: _____
 Average monthly business: _____
 High credit: _____
 Payment history: _____
 Takes discounts: _____

Trade References (continued)

2nd company: _____
 Telephone #: _____
 Address: _____

Name: _____
Title: _____
Length of time with company: _____
Credit line: _____
Average monthly business: _____
High credit: _____
Payment history: _____
Takes discounts: _____

(e) HAVE THE NECESSARY ORGANIZATION, EXPERIENCE, ACCOUNTING AND OPERATIONAL CONTROLS, AND TECHNICAL SKILLS, OR THE ABILITY TO OBTAIN THEM (INCLUDING, AS APPROPRIATE, SUCH ELEMENTS AS PRODUCTION CONTROL PROCEDURES, PROPERTY CONTROL SYSTEMS, QUALITY ASSURANCE MEASURES, AND SAFETY PROGRAMS APPLICABLE TO MATERIALS TO BE PRODUCED OR SERVICES TO BE PERFORMED BY THE PROSPECTIVE CONTRACTOR AND SUBCONTRACTORS) (SEE 9.104-3(b))

ATTACHMENT 4
PROPOSAL FORMAT
PROPOSAL IN RESPONSE TO SOLICITATION W912EP22R0009

OFFEROR'S NAME: [Offeror enter] **OFFEROR'S**

ADDRESS: [Offeror enter]

OFFEROR'S POINT OF CONTACT (POC): [Offeror enter]

POC's TELEPHONE (OFFICE/CELL): [Offeror enter]

POC's FAX: [Offeror enter]

POC's EMAIL: [Offeror enter]

THIS OFFER IS SUBMITTED IN SEPARATE VOLUMES AS FOLLOWS: [Offeror check applicable items]

_____ **Volume One – Administrative** is submitted in 1 file and contains our administrative documents. There is no pricing information in this volume.

_____ **Volume Two (Factor 1 and 2) – Technical Capability and Quality Control** is submitted in 1 file. There is no pricing information in this volume.

_____ **Volume Three (Factor 3) – Past Performance Package** is submitted in 1 file. There is no pricing information in this volume.

_____ **Volume Four (Factor 4) – Pricing** is submitted in 1 file and contains our price proposal

ATTACHMENT 5

LETTER OF COMMITMENT OF KEY SUBCONTRACTOR OR KEY PERSONNEL

(USE SUBCONTRACTOR'S COMPANY LETTERHEAD)

TO: Contracting Officer

SUBJECT: Letter of Commitment for Proposed Contract for _____

Dear Sir or Madam:

I hereby make the unequivocal commitment that, in the event of an award of a contract to (Fill in name of Proposer), that (insert name of firm) will fulfill the duties of (state role on a project)

Sincerely, (Authorized Subcontractor Official) Date: _____

ATTACHMENT 6**Non-Disclosure Statement****CONTRACTOR EMPLOYEES IN THE GOVERNMENT WORKPLACE**

- a. The Contractor shall ensure that any employee (including employees of subcontractors) who attends meetings, answers Government telephones, or otherwise works in a situation where the employee's actions could be construed as official Government acts, identifies himself or herself as a Contractor employee at the earliest opportunity.
- b. If performance of this contract requires that Contractor employees have access to sensitive information, the Contractor may be required to sign a non-disclosure agreement similar to the following:

SAMPLE NON-DISCLOSURE AGREEMENT For the United States Army Corps of Engineers (USACE)	
USACE Office: Jacksonville District	
Contract Number:	
Contractor:	
Contracting Officer:	
<p>Whereas Contractor is performing work for the USACE under the above contract, and, in connection with this contract, is being given access to information that is sensitive or related to critical financial matters as defined by the terms of the contract; Contractor agrees:</p> <ol style="list-style-type: none"> 1. That when provided information that is sensitive or related to critical financial matters, the Contractor will use reasonable care (the same being not less than that used by the Contractor to protect the Contractor's own information that is sensitive or related to critical financial matters) to protect the information against unauthorized use or disclosure. 2. Contractor will share information that is sensitive or related to critical financial matters only with those employees, subcontractors or agents who need to know the information in order to perform the contract. 3. Contractor will inform employees, subcontractors or agents having access to information that is sensitive or related to critical financial matters of the sensitive nature of the information. 4. Any copies or reproductions of information that is sensitive or related to critical financial matters must include the notices of its sensitive nature that are contained in the original. 5. Contractor, upon completion of the contract, or upon demand of the Contracting Officer, whichever is earliest, must return to the Contracting Officer any and all copies of information that is sensitive or related to critical financial matters. 6. Contractor immediately will notify the Contracting Officer in writing if Contractor learns that one of Contractor's current or former employees, subcontractors or agents has made unauthorized use or disclosure of information that is sensitive or related to critical financial matters. 7. Contractor agrees that the use or disclosure of information that is sensitive or related to critical financial matters in a manner inconsistent with this contract will cause irreparable harm to USACE and the Government of the United States, and that USACE has the right to take any action deemed appropriate to prevent unauthorized disclosure. 	
Signatures:	
Contractor:	Date:
Contracting Officer:	Date:

ATTACHMENT 7**ORDERING GUIDE
PROCEDURES, GUIDANCE AND INSTRUCTIONS**

1. SOLICITATIONS AND CONTRACT AWARDS: The U.S. Army Corps of Engineers, Jacksonville District, intends to award a MATOC that will provide a full range of environmental services to include remediation, compliance, restoration, conservation, pollution prevention, erosion and sediment control, storm water and water reuse, safety and industrial hygiene, quality assurance, facilities maintenance, inspection, and energy management and other environmental related services under the Sustainment, restoration and Modernization Program as specified in detail in performance work statement . One MATOC pool will be comprised of up to four (4) Indefinite Delivery / Indefinite Quantity (IDIQ) contracts with a total capacity of \$24 million, awarded on a competitive 8(a) Sole Source set-aside basis. The services required by this contract will be provided for the customers of the U.S. Army Corps of Engineers. The services required by this contract will primarily be performed, but not limited to the boundaries of the Jacksonville District, the Caribbean Area, and its customers' mission set area of operations. Awarded contracts(s) will consist of a two (2) year base period and one three (3) year option period.

2. TASK ORDER PROCEDURES:

2.1 All MATOC task orders will be awarded in accordance with FAR Subpart 15, Contracting by Negotiation. It is anticipated that task orders will be awarded on the basis of Lowest Price, Technically Acceptable (LPTA) in accordance with FAR 15.101-2. However, the Government may utilize the "Best Value Tradeoff" process in accordance with FAR 15.101-1 when the Contracting Officer determines that it is in the Government's best interest to do so for a specific project. When and if a determination is made to utilize the "Best Value Tradeoff" process, the cognizant Contracting Officer will hold a pre-solicitation conference (prior to advertisement) with all interested contractors within MATOC group/pool to discuss the relative issues and concerns.

2.2 The Project Delivery Team is responsible for having all required coordination completed (such as the Performance Work Statement (PWS) and Quality Assurance Surveillance Plan (QASP)) prior to the issuance of the Request for Proposal. Scope Determination is the responsibility of the requiring District. A duly appointed Contracting Officer assigned to the requiring District shall make an In-Scope Determination and document his findings in the official contract file. In addition, the Contracting Officer is responsible for preparation of the DD-2579 for the task order and coordination with the Deputy for Small Business in accordance with local District policy.

2.3 Issuance of the Request for Proposal for Task Orders.

(a) FAR Part 15 and 16.505 shall be followed when issuing task orders under the ERS Indefinite Delivery Indefinite Quantity (IDIQ) Multiple Award Task Order Contracts (MATOCS). A Request for Proposal (RFP) will be issued by the cognizant Contracting Office to the contractors within the pool. Contractors that have been awarded a MATOC will be invited to submit proposals in accordance with the RFP.

(b) The Request for Proposal letters (RFP) will serve as the "fair notice of intent" when requiring services for specific projects or task orders. The RFP letters will include a Performance Work Statement, QASP, the performance objectives, and the basis upon which the selection decision will be made. At a minimum, price and past performance will be factors considered in the selection decision; however, contractors will not be required to submit past performance documentation with their proposals. Contractor's submission requirements should be kept to a minimum. Information from offerors should be tailored to the evaluation criteria and should be sufficient to conduct the evaluation.

(c) The following numbering convention for RFP's shall be followed:

The first four positions of the solicitation shall be "ERSM" for ERS MATOC. The fifth and sixth positions shall contain the fiscal year of the original solicitation:

"23". This will be the same for all groups for all future years (will NEVER change).

The ninth position shall always be: "R"

The tenth position shall indicate the "J" using the single digit code below:

The last three positions shall be the serial number of the RFP (beginning with 001). **EXAMPLE:** The first RFP issued by Jacksonville District will be numbered "ERSM-23-R-J001."

2.4 Competitive Proposal Submissions and Evaluation.

(a) The Government will follow the procedures outlined in FAR 16.505(b), Orders under multiple award contracts, when issuing the RFP's and subsequent task orders. The Contracting Officer should keep proposal submission requirements to a minimum. In most cases, the Government will evaluate proposals on a lowest price, technically acceptable basis in accordance with FAR 15.101-2. However, the Government may utilize the tradeoff process if determined by the Contracting Officer to be in the Government's best interest (see paragraph 2.1 above).

(b) Each RFP shall contain a Pricing Schedule pertaining to the specific individual project. The Government may obtain cost breakdowns of the proposals if required in order to determine fair and reasonableness of pricing.

(c) Each proposal submission will be in accordance with the individual request for proposal.

2.5 Price Proposal Submissions and Evaluation.

(a) Contractors may be required to provide copies of their proposed subcontractors' proposals or quotes when detailed cost breakdowns are requested. The Government may require a detailed breakdown of a proposed subcontract proposal or quote, if necessary to determine its reasonableness.

(b) The contractor shall support its proposal by any necessary documentation and in adequate detail for the Government to analyze the proposal to determine fair and reasonable price in accordance with FAR 15.4, Contract Pricing.

(c) When and if it becomes necessary to award task orders on a sole source basis, the contractor may be required to submit detailed cost breakdowns in the same format as described for modifications under FAR clause 52.212-4.

2.6 Notification to the Apparent Successful Offeror.

(a) As soon as practical, all offeror's **will** be notified of the apparent successful offeror regardless of whether the task order is awardable at that time. **It will be clearly stated, by notification, if the task order is NOT currently awardable.**

(b) Task orders will be awarded within 60 days from receipt of proposals, unless otherwise stated in the task order RFP.

(c) Offerors may withdraw (in writing) their proposal for any task order at any time prior to award of the task order in accordance with FAR 15.208(e).

2.7 Award of the Task Order.

(a) Task orders will be issued on a firm-fixed price basis using the DD Form 1155, Order for Supplies or Services.

(b) Task order numbering will be in accordance with FAR Subpart 4.1603 and DFARS Subpart 204.16.

(c) In addition, the modification numbering system for task orders shall be in accordance with FAR Part 4.1603. For example: the first modification to task order W912EP23FXXX, would be numbered "P00001."

(d) A copy of the DD 1155 shall be provided to the designated Contract Administrators (CA) and Contracting Officer Representative (COR) located in the Jacksonville District Contracting Office. In addition, any modifications

to any task orders which increases or decreases the price of the task order shall also be provided to the CS and COR (only the SF 30 and the changes to pricing need be provided). The CA shall be responsible for tracking capacity and confirming capacity for each MATOC awarded as well as the ceiling price of \$24M . Spreadsheets to track capacity will be created for the MATOC group/pool and will be maintained by Jacksonville District Regional Contracting Center personnel.

2.8 Ombudsman

(a) Contractors are encouraged to communicate any and all concerns or questions with the cognizant Contracting Office at any stage of the RFP and/or task order process. Questions regarding the plans or specifications for a specific project shall be submitted in writing and answers shall be provided to all potential offerors within that specific pool/group. (b) In accordance with FAR 16.505(a)(10), no protest under FAR 33.1 is authorized in connection with the issuance or proposed issuance of a task order valued at less than \$10 million, except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract. Protests of orders in excess of \$10 million may only be filed with the Government Accountability Office, in accordance with the procedures at FAR 33.104.

(c) However, in accordance with FAR 16.505(b)(6), a contractor may contact the Task Order Ombudsman concerning any complaints or concerns they may have, including for task orders valued at less than \$10 million. The U.S. Army Corps of Engineers Ombudsman for the South Atlantic Division can be contacted at the following address:

U.S. Army Corps of Engineers
Principal Assistant Responsible for Contracting
ATTN: CEPR-Atlanta (SAD USACE Ombudsman)
60 Forsyth Street S.W., Room 10M35
Atlanta, Georgia 30303-8801

2.09 Task Order Administration, Completion and Closeout.

Administration of task orders including, but not limited to, modifications, requests for equitable adjustment, , differing site conditions, disputes, etc. shall be handled in the same manner that contract administration was handled under a contract awarded as a result of a request for proposal. All issues concerning task order administration shall be handled by the district awarding the task order. Project completion and task order closeout shall be handled in the same manner that project completion and closeout is handled under a contract awarded as a result of a request for proposal.

WAGE DETERMINATION

In the performance of this contract the Contractor shall comply with the requirements of the U.S. Department of Labor's Wage Determinations. Wage Determinations are available online at <https://sam.gov/>

Applicable Wage Determinations will be incorporated into individual task orders.

TASK ORDER ADMINISTRATION

Similar to the Task Order RFP and Award Process, the process for administering task orders will be established by the entity that awarded the task order. The administration of all task order awards will be in accordance with all applicable Federal and local regulations and policies. Offerors should be mindful that the administration of one task order to the next awarded under this contract may vary. Offerors are responsible for understanding the administrative requirements for each awarded task order and asking questions if clarifications of the administrative requirements are necessary.

MOCK TASK ORDER**PERFORMANCE WORK STATEMENT****RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) FACILITY INVESTIGATION & CORRECTIVE MEASURES STUDY FOR SWMU XX****1. GENERAL INFORMATION****1.1 Description of Services:**

This is a non-personal services contract to provide a RCRA Facility Investigation ("RFI") to determine the nature and extent of releases of hazardous wastes or hazardous constituents within the site (SWMU-XX) and to gather all necessary data to support the environmental indicator determinations and, if needed, a Corrective Measures Study. The RFI should include the collection of site-specific data to evaluate any human health and/or ecological impacts of contamination from the SWMU XX. The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items to perform all services as defined in this Performance Work Statement except for those items specified as government furnished. Only the Contracting Officer may change the scope of this Performance Work Statement (PWS).

1.2 Background:

Naval Station Puerto Rico (NSPR) occupies over 8,800 acres on the northern side of the east coast of Puerto Rico. The installation is located within the town of Ceiba, approximately 35 miles southeast of San Juan and 5 miles south of Fajardo. The installation was commissioned as a Naval Operations Base in 1943 and was re-designated as NSPR in 1957. SWMU XX is a 4-acre property located on former NSPR and had been used as a Defense Reutilization and Marketing Office (DRMO) staging area. Prior investigations have been conducted at SWMU XX. Certain pollutants or contaminants (P/C) may be an issue at the site covered by this PWS. Historically, identified contaminants include RCRA metals, pesticides, volatile organic compounds, and semi-volatile organic compounds. Corrective Measures to cleanup P/C may be warranted if the P/C present an imminent and substantial endangerment to the public health or welfare that result in an unacceptable risk.

The Contractor shall perform all the necessary environmental related work as required to meet the performance objectives of this PWS. SWMU XX is not on the National Priority List (NPL). All environmental services will comply with either: the Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended by the Superfund Amendments and Reauthorization Act (SARA); the National Contingency Plan (NCP) requirements; the Puerto Rico Department of Environmental Quality (PRDEQ) Oil Control Program (OCP); the Defense Environmental Restoration Program (DERP); and with regulatory coordination, as appropriate, of the Puerto Rico Department of Environmental Quality and the United States Environmental Protection Agency (USEPA) Region I. The DoD recently revised its Ammunition and Explosives Safety Standards (DoD 6055.09-STD) (Feb 08 as amended to DoD Manual 6055.09-M) and this document must be adhered to in the investigation and remediation of sites that may have Munitions and Explosives of Concern. Specific requirements concerning explosives safety are further clarified in EP-385-1-95b, ER 385-1-95, EM 385-1-97, and EP 385-1-95a.

This is a performance-based task order such that the contractor is responsible for identifying any information or data gaps and pricing into their proposal any risk these information or data gaps may represent. USACE will provide readily available documents and information. A site visit is highly encouraged as a part of preparing contractor's response to this PWS.

1.3 Objective:

The objective of this RFI is to determine the nature and extent of releases of hazardous wastes or hazardous constituents within SWMU XX and to gather all necessary data to support the environmental indicator

determinations and a Corrective Measures Study. The RFI should include the collection of site-specific data to evaluate any human health and/or ecological impacts of contamination from the SWMU. The Respondent shall furnish all personnel, materials, and services necessary for, or incidental to, performing the associated tasks.

1.4 Restrictions:

1. Personal Services: The Government will neither supervise contractor employees nor control the method by which the contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services or give the perception of personal services. If the contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the Contracting Officer (KO) immediately.

2. Inherently Governmental: Avoidance of Performance Closely Associated with Inherently Governmental Functions. Task orders issued under this TO will receive special consideration to avoid inclusion of services which are considered closely associated with inherently governmental functions. Under no circumstances will this Contract be utilized in a manner which would require the Contractor to manage another contractor, nor in manner such as where the Contractor might influence official evaluations of other contractors; neither directly nor indirectly.

3. Brooks-Act Prohibition: Under this TO the Contractor is prohibited from performing architect-engineer type services which require a registration by state law. The Contractor is prohibited from performing architect-engineer type services, associated with the design or construction of real property (land and structures). The Contractor is prohibited from performing ancillary architect-engineer type services, which require supervision by a registered professional. The Contractor is prohibited from performing survey or mapping services associated with architect-engineer type planning, development construction, design, or alteration of real property.

1.5 Scope:

The contractor shall furnish all materials, equipment, supplies, personnel, and all other services required to perform the environmental services outlined in this statement of work and as specifically identified in the individual task orders.

The types of services for this scope of work include but are not limited to:

- Elevation Surveying, Remote sensing
- Archeological/Historical Survey
- Natural Resources Survey
- Direct Push Technologies sampling
- Hollow Stem Auger (HAS) drilling/monitoring well installation
- Test-Pit completion and documentation
- Soil sampling
- Groundwater sampling
- Data analysis

1.6 Period of Performance:

The period of performance will be for one (1) year. Field work must be performed within 90 days of TO award.

1.7 Place of Performance:

The work to be performed under this task order will be performed at the SWMU-XX, NSRR, Puerto Rico.

1.8 Recognized Holidays:

The Contractor will not be required to work on holidays indicated below:

New Year's Day (FED)	Labor Day (FED)
Martin Luther King Jr.'s Birthday (FED)	Columbus Day (FED)
President's Day (FED)	Veteran's Day (FED)
Memorial Day (FED)	Thanksgiving Day (FED)
Independence Day (FED)	Christmas Day (FED)
Juneteenth National Independence Day (FED)	

2. CONTRACTOR ADMINISTRATION AND MANAGEMENT

2.1 Business Relations:

The contractor shall successfully integrate and coordinate all activity needed to execute the requirement. The contractor shall manage the timeliness, completeness, and quality of problem identification. The contractor shall provide corrective action plans, proposal submittals, timely identification of issues, and effective management of subcontractors. The contractor shall seek to ensure customer satisfaction and professional and ethical behavior of all contractor personnel.

2.2 Contractor Personnel, Disciplines, and Specialties:

All field work associated with this task order shall be accomplished by at least one certified chemist, geologist, geochemist, engineer, or environmental specialist familiar with field environmental sampling protocols in the US and PR. All field personnel will have current OSHA 29 CFR 1910.120 (HAZWOPER) 40-hour training for hazardous and toxic waste sites.

2.3 Key Personnel:

The follow personnel are considered key personnel by the government: The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the contracting officer. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The contract manager or alternate shall be available between 0800 - 1630, Monday through Friday except Federal holidays or when the government facility is closed for administrative reasons.

Contract Manager and Alternate Contract Manager: The Contract Manager and Alternate Contract Manager must have; 10 or more years of environmental management experience; and familiarity with Department of Defense Regulations. They shall serve as a single point of contact and liaison between the Contractor and the Contracting Officer or Contracting Officer Representative (COR) for all work required under the contract. Upon award of the contract, the Contractor shall immediately provide the Contracting Officer with the name of the individual so designated, in writing. The Contractor's Contract Manager shall be responsible for the complete coordination of all work developed under the contract. All work shall be accomplished with adequate internal controls and review procedures which will eliminate conflicts, errors, omissions, and ensure the technical accuracy of all reports, designs, drawings, and specifications.

Project Manager: The Contractor's Project Manager shall be an Engineer, Geologist, or Hydrogeologist with a degree from an accredited four-year college or university. He/she shall have a minimum of ten years experience directing and managing environmental projects. An Environmental Scientist or Chemist can also be a Project Manager if he/she has a minimum of ten years experience directing and managing environmental projects.

Chemist: The minimum qualifications for the chemist shall be a BS or MS degree in chemistry or a chemistry-related field from an accredited college or university and a minimum of three years environmental laboratory experience, including at least one year of applied experience with performing data reduction of environmental data.

Risk Assessor: Minimum requirements shall be a bachelor's degree in environmental sciences preferably with chemistry or biology concentration, five or more years of experience in toxicology working as a risk assessor with a focus on providing support for a variety of environmental projects.

Geographic Information Systems (GIS): Minimum requirements shall be a BA/BS and five or more years of GIS and field data collection software experience, knowledge and experience using ESRI ArcGIS software and tools such as ArcGIS Desktop, ArcGIS Pro, ArcGIS Online, ArcGIS Enterprise, experience with field data collection technologies (Collector, Survey123, etc.) and the underlying processes to support field through office processing and visualization. The GIS capabilities must include ability to perform complex and/or unique GIS functions, advanced field data collection, and environmental related projects. These types of projects include, but are not limited to field data collection, regulatory compliance, provide technical assistance to field survey crews.

Industrial Hygienist: The Industrial Hygienist shall prepare/approve Site Safety and Health Plan(s) and be responsible for maintaining appropriate safety measures during field investigations. He/she must have a minimum of two years of experience in preparing and implementing environmental safety plans. The Contractor's Industrial Hygienist shall report to a senior company officer.

Regulatory Specialist: The Contractor shall designate a single point of contact for all regulatory matters and complete appropriate requirements in accordance with the performance statement of work; Contractor's approved SSHP, Sampling and Analysis Plan, and all federal, state, and local laws and regulations. The Contractor shall coordinate review and approval for all manifests with the Contracting Officer or COR.

Biologist: The minimum qualifications for the biologist shall be a BS or BA degree from an accredited college or university and a minimum of three years of professional experience, including at least two years of applied experience in the geographical areas of this project.

Quality Control Specialist: Professional level skills and management practices are required in the performance of the contract. Accordingly, the Contractor shall establish an effective quality control program to assure that the end products meet professional standards and comply with the contract requirements. The Quality Control Specialist shall develop project tracking methods to provide detailed information to the USACE regarding time and costs for each task. The Contractor's senior quality control individual shall report to a senior company officer. The quality control and production management chains-of-command shall be mutually exclusive.

Archeologist: The minimum qualifications shall be a MS degree from an accredited college or university and a minimum of three years of professional experience, including at least two years of applied experience in the Florida. For task orders in Puerto Rico the Archeologist shall have at least two years of applied experience in Puerto Rico.

Staff Scientist: The minimum qualifications shall be a BS or BA degree in Environmental Science, Environmental Studies, Earth Science or similar recognized major from an accredited college or university and a minimum of three years of professional experience, including at least two years of applied experience in Puerto.

2.4 Identification of Contractor Employees:

All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They shall also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

2.5 Subcontract Management:

The contractor shall be responsible for any subcontract management necessary to integrate work performed on this requirement and shall be responsible and accountable for subcontractor performance on this requirement. The prime contractor will manage work distribution to ensure there are no Organizational Conflict of Interest (OCI) considerations. Contractors may add subcontractors to their team after notification to the KO or Contracting Officer Representative (COR).

2.6 Contractor Travel:

Contractor will be authorized travel expenses consistent with the substantive provisions of the Joint Travel Regulation (JTR) and the limitation of funds specified in this contract. All travel requires Government approval/authorization and notification to the COR.

3. SECURITY

3.1 Security Requirements:

Reserved

3.2 Antiterrorism/Operation Security (AT/OPSEC) Requirements:

Reserved

3.3 Physical Security:

The contractor shall be responsible for safeguarding all Government information. Government-furnished equipment, property, and facilities are not applicable to this task order.

3.4 Key Control:

Reserved.

3.4.1 Lost Keys:

Reserved.

3.4.2 Keys issued to Contractor:

Reserved.

3.4.3 Lock Combinations

Reserved.

4. QUALITY

4.1 Quality Control:

The contractor shall develop and maintain an effective quality control program (QCP) to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is the means by which the contractor assures himself that his work complies with the requirement of the contract. After acceptance of the quality control plan the contractor shall receive the contracting officer's acceptance in writing of any proposed change to his QCP system. The quality control plan is to be delivered within 30 days after task order is issued. One electronic copy of written quality control plan shall be submitted to the Contracting Officer and COR within 5 working days when changes are made thereafter.

4.2 Quality Assurance:

The Government will evaluate the contractor's performance under this contract in accordance with the Performance Requirement Summary (PRS). Additionally, the Government will use a Quality Assurance Surveillance Plan (QASP), in the inspection of the services. This plan is primarily focused on what the Government must do to ensure

that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

4.3 Quality Assurance Surveillance Plan (QASP):

The Government will monitor the Contractors performance under this Task/Delivery Order in accordance with the Government QASP.

4.4 Performance Requirements Summary:

The contractor Performance Requirements are summarized into Performance Objectives; that relate directly to mission essential items (Exhibit 1). The Performance Threshold (Exhibit 1) briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

5. GOVERNMENT CONTRACT ADMINISTRATION

5.1 Post Award Conference/Periodic Progress Meetings:

The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the contracting officer will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

5.2 Contracting Officer Representative (COR):

The COR will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the Contractor concerning technical aspects of the contract; issue written interpretations of technical requirements, including Government drawings, designs, specifications; monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

5.3 Contractor Performance Assessment Reporting System (CPARS):

Reserved

5.4 Service Contract Reporting

Reserved

6. OTHER REQUIREMENTS AND INFORMATION

6.1 Hours of Operation:

The contractor is responsible for conducting business, between the hours of 0800 – 1630, Monday through Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For other than firm fixed price contracts, the contractor will not be reimbursed when the government facility is closed for the above reasons. The Contractor

shall at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

6.2 Other Direct Costs:

Reserved.

6.3 Data Rights:

The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

6.4 Organizational Conflict of Interest:

Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications, or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

6.5 Phase In/Phase Out:

Reserved.

7. DEFINITIONS AND ACRONYMS

7.1 Definitions:

CONTRACTOR. A supplier or vendor having a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

CONTRACTING OFFICER. A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

CONTRACTING OFFICER'S REPRESENTATIVE (COR). An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

DEFECTIVE SERVICE. A service output that does not meet the standard of performance associated with the Performance Work Statement.

DELIVERABLE. All goods, out-puts, end products, services, work, work product, items, materials, and property to be created, developed, produced, delivered, performed, or provided by or on behalf of, or made available through, Contractor (or any agent, contractor, or subcontractor of the contractor) in connection with this contract. Most deliverables take the form of a tangible product (hardware, software, data, written report, completed installation, etc.), but some can also be less tangible (meeting facilitator or custodial services).

KEY PERSONNEL. Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

PHYSICAL SECURITY. Actions that prevent the loss or damage of Government property.

QUALITY ASSURANCE. The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

QUALITY ASSURANCE Surveillance plan (QASP). An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

QUALITY CONTROL. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

SUBCONTRACTOR. One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

WORK DAY. The number of hours per day the Contractor provides services in accordance with the contract.

WORK WEEK. Is defined as Monday through Friday, unless specified otherwise.

7.2 Acronyms:

ACOR	Alternate Contracting Officer's Representative
AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
CCE	Contracting Center of Excellence
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTR	Contracting Officer's Technical Representative
COTS	Commercial Off the Shelf
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
DOD	Department of Defense
FAR	Federal Acquisition Regulation
HIPAA	Health Insurance Portability and Accountability Act of 1996
KO	Contracting Officer
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
PIPO	Phase In/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary

PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
RCRA	Resource Conservation and Recovery Act

8. GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, SERVICES AND MATERIALS

8.1 Property.

Reserved.

8.2 Equipment

Reserved.

8.3 Services.

Reserved.

8.4 Materials.

Reserved.

9. CONTRACTOR REQUIREMENTS

9.1 Contractor Furnished Items. The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools (including soil and groundwater sampling equipment) materials, supervision, and other items to perform all services as defined in this Performance Work Statement. Any subcontracted personnel or tasks will be covered by OSHA 29 CFR 1910.120 (HAZWOPER) training.

9.2 Submittals. Health and Safety Plan (HASP), Work plan, Soil and Groundwater sampling reports, information and documents required in Part 10.

9.3 Contract Requirements. The Contractor shall furnish all equipment necessary to meet the requirements under this PWS.

10. PERFORMANCE REQUIREMENTS

This is a performance-based task order. The performance objectives and standards included herein are the basis of the task order requirements. General requirements for this investigation are found in the base contract.

The technical approach and level of effort expended to achieve the task order objectives and standards are solely up to the contractor to select and adjust as necessary through the life of the task order. The Government recognizes the contractor's right to change the technical approach and level of effort from that proposed with the understanding that the contractor shall still meet all project objectives and gain Government's Quality Assurance acceptance in order to receive payment. If before the field work begins and adjustment in the quantities or types of field investigations are required to achieve the performance standard or the Government determines that the performance standard must be adjusted, the Government at its discretion may choose to modify the contract with the price adjustment based upon the prorated unit prices proposed in the accepted offer. Once these adjustments are complete the contractor shall be obligated to deliver the required performance standards making adjustments in the field strategy as may be necessary to achieve the standards without a change in price.

The contractor shall be evaluated periodically during performance of this task order to ensure compliance with the proposed and accepted performance goals, regulations, and guidance, and to document that acceptance criteria (AC), delivery schedule, and the overall completion date are being met. This evaluation will be performed according to a Quality Assurance Surveillance Plan (QASP). Failure to adequately complete any service or submittal to at least a satisfactory level of quality or timeliness may result in a repeat of the work, or a poor performance evaluation, or both.

Performance requirements are addressed in each task and summarized in the Performance Requirements Summary (PRS) and Performance metrics are provided in Exhibit 1. A Deliverable schedule is provided in Exhibit 2. If discrepancies or ambiguity exists between the documents, the order of precedence is: 1) the Task; 2) Performance Requirements Summary/ Performance Metrics.

10.1 Basic Services:

The contractor shall provide all equipment, materials and labor required to complete a RCRA Facility Investigation and Corrective Measures Study), that adequately meets regulatory requirements. This effort will generate sound, objective, and defensible information to determine the present environmental conditions and feasible corrective measures for the SWMU-XX site.

10.2 Task Heading and Standards:

This project will consist of the following Tasks:

10.2.1 Complete the RCRA Facility Investigation (RFI) and Corrective Measures Study for SWMU XX

Task 1. History and Current Conditions

- A. Facility Background
- B. Review of the Nature and Extent of Contamination based on prior work
- C. Implementation of Interim Measures if needed
- D. Environmental Indicator Assessment

Task 2. Uniform Federal Policy Quality Assurance Project Plan (UFP QAPP)

- A. Project Management Plan
- B. Data Collection Quality Assurance Project Plan
- C. Data Management Plan
- D. Community Relations Plan

Task 3. RCRA Facility Investigation

- A. Environmental Setting
- B. Archeological Survey
- C. Source Characterization
- D. Contamination Characterization
- E. Potential Receptor Identification
- F. Risk Assessment/Natural Resources Survey
- G. Data Analysis

Task 4. Corrective Measures Alternatives Study and Evaluation of Corrective Measures

- A. Description of Current Situation
- B. Establishment of Media Clean Up Objectives
- C. Identification of the Corrective Measures Alternative or Alternatives
- D. Long-term Effectiveness

- E. Reduction in the Toxicity, Mobility or Volume of Wastes
- F. Short-term Effectiveness
- G. Ease of Implementation
- H. Community Acceptance
- I. State Acceptance
- J. Cost Evaluation

Task 5. RFI and CMS Report

- A. Description of Current Conditions
- B. RFI Workplan
- C. RFI Report with determination if Corrective Measures is required
- D. Progress Reports
- E. Corrective Measures Study Report
- F. Progress Reports

11. REGULATIONS AND PUBLICATIONS

Technical Publications: All work performed under this contract shall be in accordance with the following publications, and contractor's personnel shall be familiar with and comply with same.

- Corps of Engineers Manual EM 385-1-1 - Safety and Health Requirements Manual.
- Applicable regulations, publications, manuals, and local policies.
- The Sikes Act

12. EXHIBITS AND ATTACHMENTS

12.1 Exhibit 1 – Performance Requirements Summary

12.2 Exhibit 2 – Deliverable Schedule

12.3 Exhibit 3 – Wage Determination

EXHIBIT 1**Performance Requirements Summary**

Performance Objective	Standard	Performance Threshold	Method of Surveillance
PRS # 1. The Contractor shall provide the RCRA Facility Investigation (RFI) for SWMU XX. Paragraph 10.2.1 Task 3	The Contractor shall follow approved work plans associated with individual Task Orders.	Any deviation should be preapproved by the contracting officer in writing. <i>No more than one customer complaint per quarter.</i>	100% Inspection
PRS # 2. The Contractor shall provide Corrective Measures Study. Paragraph 10.2.1 Task 4	The Contractor shall follow approved work plans associated with individual Task Orders.	Any deviation should be preapproved by the contracting officer in writing. <i>No more than one customer complaint per quarter.</i>	100% Inspection

EXHIBIT 2**Deliverable Schedule**

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
Quality Control Plan See Section 4.1 <u>Quality Control</u>	Once, within 30 days of task order award and within 5 days of any updates	One electronic copy	Email	COR
Health and Safety Plan, Accident Prevention Plan See Section 9.2	Once, Within 7 days of contract award.	One electronic copy.	Email	Same as above.
Site base map of proposed sampling and analysis See Section 10	Once, within 30 days of contract award	One electronic copy.	Email	Same as above.
Complete Field Work See Section 10	Within 120 days of contract award	NA	Email	Same as above.
Draft RFI & CMS Reports See Section 10	Within 180 days of contract award	One electronic copy	Email	Same as above.

EXHIBIT 3**Wage Determination**

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Division of Director Wage Determinations		Wage Determination No. : 2015-5707 Revision No. : 19 Date Of Last Revision: 07/26/2022

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026.

If the contract is entered into on or after January 30 2022 or the contract is renewed or extended (e.g. an option is exercised) on or after January 30 2022:	With certain exceptions Executive Order 14026 applies to the contract. The contractor must pay all covered workers at least \$15.00 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 2022.
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The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

State: Puerto Rico

Area: Puerto Rico Municipios de Aguas Buenas Aibonito Barceloneta
Barranquitas Bayamon Caguas Canovanas Carolina Catano Cayey Ceiba
Ciales Cidra Comerio Corozal Dorado Fajardo Florida Guaynabo Gurabo
Humacao Juncos Las Piedras Loiza Luquillo Manati Maunabo Morovis
Naguabo Naranjito Orocovis Rio Grande San Juan San Lorenzo Toa Alta Toa
Baja Trujillo Alto Vega Alta Vega Baja Yabucoa

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		11.08***

01012 - Accounting Clerk II	12.43***
01013 - Accounting Clerk III	14.27***
01020 - Administrative Assistant	15.01
01035 - Court Reporter	13.69***
01041 - Customer Service Representative I	10.04***
01042 - Customer Service Representative II	11.02***
01043 - Customer Service Representative III	12.29***
01051 - Data Entry Operator I	10.10***
01052 - Data Entry Operator II	11.02***
01060 - Dispatcher Motor Vehicle	10.80***
01070 - Document Preparation Clerk	11.69***
01090 - Duplicating Machine Operator	11.69***
01111 - General Clerk I	9.62***
01112 - General Clerk II	10.50***
01113 - General Clerk III	11.79***
01120 - Housing Referral Assistant	13.48***
01141 - Messenger Courier	10.22***
01191 - Order Clerk I	10.27***
01192 - Order Clerk II	11.21***
01261 - Personnel Assistant (Employment) I	12.42***
01262 - Personnel Assistant (Employment) II	13.89***
01263 - Personnel Assistant (Employment) III	15.48
01270 - Production Control Clerk	15.17
01290 - Rental Clerk	9.26***
01300 - Scheduler Maintenance	10.57***
01311 - Secretary I	10.57***
01312 - Secretary II	11.82***
01313 - Secretary III	13.48***
01320 - Service Order Dispatcher	10.23***
01410 - Supply Technician	15.01
01420 - Survey Worker	11.38***
01460 - Switchboard Operator/Receptionist	9.00***
01531 - Travel Clerk I	12.05***
01532 - Travel Clerk II	13.28***
01533 - Travel Clerk III	14.64***
01611 - Word Processor I	12.60***
01612 - Word Processor II	14.15***
01613 - Word Processor III	15.83
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	13.01***
05010 - Automotive Electrician	12.45***
05040 - Automotive Glass Installer	11.87***
05070 - Automotive Worker	11.87***
05110 - Mobile Equipment Servicer	10.74***
05130 - Motor Equipment Metal Mechanic	13.01***
05160 - Motor Equipment Metal Worker	11.87***
05190 - Motor Vehicle Mechanic	13.01***
05220 - Motor Vehicle Mechanic Helper	10.14***
05250 - Motor Vehicle Upholstery Worker	11.63***

05280 - Motor Vehicle Wrecker	11.87***
05310 - Painter Automotive	13.70***
05340 - Radiator Repair Specialist	11.87***
05370 - Tire Repairer	9.43***
05400 - Transmission Repair Specialist	13.01***
07000 - Food Preparation And Service Occupations	
07010 - Baker	9.01***
07041 - Cook I	10.85***
07042 - Cook II	12.03***
07070 - Dishwasher	8.67***
07130 - Food Service Worker	8.89***
07210 - Meat Cutter	9.02***
07260 - Waiter/Waitress	8.79***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	12.45***
09040 - Furniture Handler	8.60***
09080 - Furniture Refinisher	12.45***
09090 - Furniture Refinisher Helper	10.14***
09110 - Furniture Repairer Minor	11.67***
09130 - Upholsterer	12.45***
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	9.00***
11060 - Elevator Operator	8.93***
11090 - Gardener	11.81***
11122 - Housekeeping Aide	8.93***
11150 - Janitor	8.93***
11210 - Laborer Grounds Maintenance	9.18***
11240 - Maid or Houseman	9.16***
11260 - Pruner	9.75***
11270 - Tractor Operator	10.95***
11330 - Trail Maintenance Worker	9.18***
11360 - Window Cleaner	9.89***
12000 - Health Occupations	
12010 - Ambulance Driver	10.93***
12011 - Breath Alcohol Technician	12.28***
12012 - Certified Occupational Therapist Assistant	16.85
12015 - Certified Physical Therapist Assistant	11.30***
12020 - Dental Assistant	10.93***
12025 - Dental Hygienist	27.00
12030 - EKG Technician	13.74***
12035 - Electroneurodiagnostic Technologist	13.74***
12040 - Emergency Medical Technician	10.93***
12071 - Licensed Practical Nurse I	10.98***
12072 - Licensed Practical Nurse II	12.28***
12073 - Licensed Practical Nurse III	13.69***
12100 - Medical Assistant	12.54***
12130 - Medical Laboratory Technician	16.40
12160 - Medical Record Clerk	10.61***
12190 - Medical Record Technician	14.10***

12195 - Medical Transcriptionist	14.36***
12210 - Nuclear Medicine Technologist	19.39
12221 - Nursing Assistant I	10.42***
12222 - Nursing Assistant II	11.73***
12223 - Nursing Assistant III	12.78***
12224 - Nursing Assistant IV	14.36***
12235 - Optical Dispenser	10.86***
12236 - Optical Technician	10.16***
12250 - Pharmacy Technician	13.41***
12280 - Phlebotomist	11.90***
12305 - Radiologic Technologist	13.87***
12311 - Registered Nurse I	17.66
12312 - Registered Nurse II	21.60
12313 - Registered Nurse II Specialist	21.60
12314 - Registered Nurse III	26.13
12315 - Registered Nurse III Anesthetist	26.13
12316 - Registered Nurse IV	31.33
12317 - Scheduler (Drug and Alcohol Testing)	15.22
12320 - Substance Abuse Treatment Counselor	12.40***
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	12.95***
13012 - Exhibits Specialist II	16.04
13013 - Exhibits Specialist III	19.63
13041 - Illustrator I	16.02
13042 - Illustrator II	19.84
13043 - Illustrator III	24.27
13047 - Librarian	17.77
13050 - Library Aide/Clerk	9.78***
13054 - Library Information Technology Systems Administrator	16.04
13058 - Library Technician	11.95***
13061 - Media Specialist I	11.58***
13062 - Media Specialist II	12.95***
13063 - Media Specialist III	14.44***
13071 - Photographer I	16.28
13072 - Photographer II	18.21
13073 - Photographer III	22.56
13074 - Photographer IV	27.60
13075 - Photographer V	33.39
13090 - Technical Order Library Clerk	11.19***
13110 - Video Teleconference Technician	14.26***
14000 - Information Technology Occupations	
14041 - Computer Operator I	12.12***
14042 - Computer Operator II	13.55***
14043 - Computer Operator III	15.35
14044 - Computer Operator IV	20.17
14045 - Computer Operator V	22.34
14071 - Computer Programmer I	(see 1) 19.08
14072 - Computer Programmer II	(see 1) 23.63

14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	23. 93
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		12. 12***
14160 - Personal Computer Support Technician		20. 17
14170 - System Support Specialist		20. 34
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		25. 61
15020 - Aircrew Training Devices Instructor (Rated)		28. 96
15030 - Air Crew Training Devices Instructor (Pilot)		34. 70
15050 - Computer Based Training Specialist / Instructor		25. 61
15060 - Educational Technologist		22. 64
15070 - Flight Instructor (Pilot)		34. 70
15080 - Graphic Artist		16. 96
15085 - Maintenance Test Pilot Fixed Jet/Prop		34. 70
15086 - Maintenance Test Pilot Rotary Wing		34. 70
15088 - Non-Maintenance Test/Co-Pilot		34. 70
15090 - Technical Instructor		15. 48
15095 - Technical Instructor/Course Developer		19. 17
15110 - Test Proctor		12. 50***
15120 - Tutor		12. 50***
16000 - Laundry Dry-Cleaning Pressing And Related Occupations		
16010 - Assembler		10. 14***
16030 - Counter Attendant		10. 14***
16040 - Dry Cleaner		11. 16***
16070 - Finisher Flatwork Machine		10. 14***
16090 - Presser Hand		10. 14***
16110 - Presser Machine Drycleaning		10. 14***
16130 - Presser Machine Shirts		10. 14***
16160 - Presser Machine Wearing Apparel Laundry		10. 14***
16190 - Sewing Machine Operator		11. 53***
16220 - Tailor		11. 85***
16250 - Washer Machine		10. 50***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		12. 76***
19040 - Tool And Die Maker		15. 33
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		10. 54***
21030 - Material Coordinator		15. 17
21040 - Material Expediter		15. 17
21050 - Material Handling Laborer		10. 18***
21071 - Order Filler		9. 27***
21080 - Production Line Worker (Food Processing)		10. 54***
21110 - Shipping Packer		10. 31***
21130 - Shipping/Receiving Clerk		10. 31***
21140 - Store Worker I		9. 28***
21150 - Stock Clerk		12. 57***

21210 - Tools And Parts Attendant	10.54***
21410 - Warehouse Specialist	10.54***
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.62
23019 - Aircraft Logs and Records Technician	22.57
23021 - Aircraft Mechanic I	25.33
23022 - Aircraft Mechanic II	26.62
23023 - Aircraft Mechanic III	27.73
23040 - Aircraft Mechanic Helper	19.67
23050 - Aircraft Painter	22.18
23060 - Aircraft Servicer	22.57
23070 - Aircraft Survival Flight Equipment Technician	22.18
23080 - Aircraft Worker	23.04
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.04
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.33
23110 - Appliance Mechanic	14.80***
23120 - Bicycle Repairer	11.90***
23125 - Cable Splicer	22.18
23130 - Carpenter Maintenance	12.45***
23140 - Carpet Layer	13.20***
23160 - Electrician Maintenance	14.05***
23181 - Electronics Technician Maintenance I	16.72
23182 - Electronics Technician Maintenance II	17.67
23183 - Electronics Technician Maintenance III	18.57
23260 - Fabric Worker	12.56***
23290 - Fire Alarm System Mechanic	13.66***
23310 - Fire Extinguisher Repairer	12.03***
23311 - Fuel Distribution System Mechanic	17.89
23312 - Fuel Distribution System Operator	14.66***
23370 - General Maintenance Worker	11.88***
23380 - Ground Support Equipment Mechanic	25.33
23381 - Ground Support Equipment Servicer	22.57
23382 - Ground Support Equipment Worker	23.04
23391 - Gunsmith I	11.90***
23392 - Gunsmith II	13.20***
23393 - Gunsmith III	14.66***
23410 - Heating Ventilation And Air-Conditioning Mechanic	13.01***
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	13.66***
23430 - Heavy Equipment Mechanic	13.74***
23440 - Heavy Equipment Operator	13.01***
23460 - Instrument Mechanic	22.03
23465 - Laboratory/Shelter Mechanic	13.95***
23470 - Laborer	10.18***
23510 - Locksmith	13.95***
23530 - Machinery Maintenance Mechanic	15.35

23550 - Machinist Maintenance	13.79***
23580 - Maintenance Trades Helper	10.65***
23591 - Metrology Technician I	22.03
23592 - Metrology Technician II	23.15
23593 - Metrology Technician III	24.10
23640 - Millwright	18.02
23710 - Office Appliance Repairer	14.61***
23760 - Painter Maintenance	12.45***
23790 - Pipefitter Maintenance	13.01***
23810 - Plumber Maintenance	12.45***
23820 - Pneudraulic Systems Mechanic	14.66***
23850 - Rigger	17.27
23870 - Scale Mechanic	13.35***
23890 - Sheet-Metal Worker Maintenance	13.01***
23910 - Small Engine Mechanic	13.20***
23931 - Telecommunications Mechanic I	16.40
23932 - Telecommunications Mechanic II	17.14
23950 - Telephone Lineman	16.92
23960 - Welder Combination Maintenance	13.01***
23965 - Well Driller	14.66***
23970 - Woodcraft Worker	14.66***
23980 - Woodworker	11.90***
24000 - Personal Needs Occupations	
24550 - Case Manager	11.51***
24570 - Child Care Attendant	8.89***
24580 - Child Care Center Clerk	11.09***
24610 - Chore Aide	9.49***
24620 - Family Readiness And Support Services Coordinator	11.51***
24630 - Homemaker	11.83***
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	19.63
25040 - Sewage Plant Operator	14.18***
25070 - Stationary Engineer	19.63
25190 - Ventilation Equipment Tender	14.77***
25210 - Water Treatment Plant Operator	14.18***
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.30***
27007 - Baggage Inspector	9.34***
27008 - Corrections Officer	15.89
27010 - Court Security Officer	13.63***
27030 - Detection Dog Handler	10.45***
27040 - Detention Officer	15.89
27070 - Firefighter	13.49***
27101 - Guard I	9.34***
27102 - Guard II	10.45***
27131 - Police Officer I	19.68
27132 - Police Officer II	21.87
28000 - Recreation Occupations	

28041 - Carnival Equipment Operator	11.68***
28042 - Carnival Equipment Repairer	12.60***
28043 - Carnival Worker	8.85***
28210 - Gate Attendant/Gate Tender	12.73***
28310 - Lifeguard	10.54***
28350 - Park Attendant (Aide)	14.24***
28510 - Recreation Aide/Health Facility Attendant	9.09***
28515 - Recreation Specialist	15.44
28630 - Sports Official	11.10***
28690 - Swimming Pool Operator	13.98***
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	13.87***
29020 - Hatch Tender	13.87***
29030 - Line Handler	13.87***
29041 - Stevedore I	12.65***
29042 - Stevedore II	14.66***
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	41.27
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	28.46
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	31.33
30021 - Archeological Technician I	14.87***
30022 - Archeological Technician II	16.64
30023 - Archeological Technician III	20.61
30030 - Cartographic Technician	20.61
30040 - Civil Engineering Technician	14.98***
30051 - Cryogenic Technician I	22.82
30052 - Cryogenic Technician II	25.22
30061 - Drafter/CAD Operator I	14.87***
30062 - Drafter/CAD Operator II	16.64
30063 - Drafter/CAD Operator III	18.55
30064 - Drafter/CAD Operator IV	22.82
30081 - Engineering Technician I	15.46
30082 - Engineering Technician II	17.35
30083 - Engineering Technician III	19.42
30084 - Engineering Technician IV	24.05
30085 - Engineering Technician V	29.43
30086 - Engineering Technician VI	35.60
30090 - Environmental Technician	17.92
30095 - Evidence Control Specialist	20.61
30210 - Laboratory Technician	18.42
30221 - Latent Fingerprint Technician I	22.82
30222 - Latent Fingerprint Technician II	25.22
30240 - Mathematical Technician	20.61
30361 - Paralegal/Legal Assistant I	17.60
30362 - Paralegal/Legal Assistant II	21.81
30363 - Paralegal/Legal Assistant III	26.68
30364 - Paralegal/Legal Assistant IV	32.27
30375 - Petroleum Supply Specialist	25.22
30390 - Photo-Optics Technician	20.61

30395 - Radiation Control Technician	25.22
30461 - Technical Writer I	20.20
30462 - Technical Writer II	24.70
30463 - Technical Writer III	29.89
30491 - Unexploded Ordnance (UXO) Technician I	26.22
30492 - Unexploded Ordnance (UXO) Technician II	31.73
30493 - Unexploded Ordnance (UXO) Technician III	38.03
30494 - Unexploded (UXO) Safety Escort	26.22
30495 - Unexploded (UXO) Sweep Personnel	26.22
30501 - Weather Forecaster I	22.82
30502 - Weather Forecaster II	27.76
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 18.55
30621 - Weather Observer Senior	(see 2) 20.61
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	10.64***
31030 - Bus Driver	14.40***
31043 - Driver Courier	8.58***
31260 - Parking and Lot Attendant	8.94***
31290 - Shuttle Bus Driver	9.26***
31310 - Taxi Driver	9.21***
31361 - Truckdriver Light	9.26***
31362 - Truckdriver Medium	9.96***
31363 - Truckdriver Heavy	10.57***
31364 - Truckdriver Tractor-Trailer	10.57***
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47
99030 - Cashier	9.02***
99050 - Desk Clerk	10.02***
99095 - Embalmer	25.60
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	9.35***
99252 - Laboratory Animal Caretaker II	10.09***
99260 - Marketing Analyst	14.77***
99310 - Mortician	25.60
99410 - Pest Controller	10.70***
99510 - Photofinishing Worker	13.78***
99710 - Recycling Laborer	10.11***
99711 - Recycling Specialist	12.05***
99730 - Refuse Collector	9.13***
99810 - Sales Clerk	9.28***
99820 - School Crossing Guard	13.81***
99830 - Survey Party Chief	14.73***
99831 - Surveying Aide	12.30***
99832 - Surveying Technician	13.40***
99840 - Vending Machine Attendant	9.23***
99841 - Vending Machine Repairer	11.05***
99842 - Vending Machine Repairer Helper	10.04***

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 per hour up to 40 hours per week or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour up to 40 hours per week or \$176.40 per week or \$764.40 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: 3 weeks paid vacation after 1 year of service with a contractor or successor; 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 twelve paid holidays per year: New Year's Day Martin Luther King Jr's Birthday Washington's Birthday Good Friday Memorial Day Juneteenth National Independence 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)

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

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive administrative or professional capacity as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt

computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17) this wage determination may not include wage rates for all occupations within those job families. In such instances a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry and are not determinative of whether an employee is an exempt computer professional. To be exempt computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14 2006)). Accordingly this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

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

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization

modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

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

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard
Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

When preparing a conformance request the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

PERFORMANCE STANDARDS

Performance standards will be established per task order. A resultant Quality Assurance Surveillance Plan (QASP) will be utilized by the Government to monitor contractor performance. The QASP will be based on performance standards established per task order.

CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

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

MINIMUM QUANTITY	MINIMUM AMOUNT \$2,500.00	MAXIMUM QUANTITY	MAXIMUM AMOUNT \$24,000,000.00
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DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND ORDER VALUE

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

MINIMUM QUANTITY	MINIMUM AMOUNT \$2,500.00	MAXIMUM QUANTITY	MAXIMUM AMOUNT \$2,000,000.00
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CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

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

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT \$	MAXIMUM QUANTITY	MAXIMUM AMOUNT \$
0001				
1001		\$		\$
2001		\$		\$

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 18-NOV-2022 TO 17-NOV-2025	N/A	SEE SCHEDULE SEE SCHEDULE SEE SCHEDULE SEE SCHEDULE FL FOB: Destination	W912EP
1001	POP 17-NOV-2025 TO 16-NOV-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912EP
2001	POP 17-NOV-2027 TO 16-MAY-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912EP

ON-RAMP / OFF-RAMP PROVISIONS**ON-RAMP / OFF-RAMP PROVISIONS**

The Government intends to review the need for additional contractors at each option period with the goal of improving task order competition. However, the Government may reopen competition at any time during the term of this contract. If the Government reopens competition, an on-ramp concept will be utilized.

On-Ramp Provision

On-ramps may be utilized when it is determined to be in the best interest of the Government to obtain new viable 8(a) Small Business partners as off-ramps are implemented. On-ramps refresh and update the competitor pool and provide a means to incorporate new technologies. Additionally, on-ramps will ensure that new (8)a Small Businesses will have an opportunity to participate in the contract. In the event an on-ramp is used, the Government will advertise the on-ramp period by publicizing a notice on SAM.gov and offerors shall be required to meet the criteria established in the initial solicitation. The criteria used for evaluation and selection of awardees for any on-ramp will be exactly the same evaluation and award used for the initial basic contract award. Any incumbent contractor will not be required to recompete for a Prime Contract Award. Any on-ramp additions will not impact the overall ceiling and the period of performance for new awardees will not exceed the overall maximum term of the original IDIQ contract. The Government will not consider unsolicited proposals.

Off-Ramp Provision

Off-ramps will encourage Contractors to increase their efforts to provide their most competitive pricing to customers at the task order level. The Government will analyze the Contractors award history and make decisions to off-ramp Contractors who are clearly not contributing to the healthy competition that result in cost savings to the Government. In order to allow for both the Government and the Contractor awardees to devise strategies to generate the maximum amount of competition and consequential savings, the off-ramp provision may be applied at each option period.

The Government may eliminate an awardee from continuing to compete under the contract in the event that they are determined by the Contracting Officer to have performed poorly. In making that determination, the Contracting Officer may utilize performance surveys or the CPARS. Any previously awarded task orders that are rated less than satisfactory will be considered as indicating poor performance. If an awardee fails to meet Small Business Participation Plan requirements, the Contracting Officer at his/her discretion reserves the right to not exercise an awardees contract option. This process, entitled an off-ramp, is not subject to the Termination for Convenience Clause under 52.212-4 and is not the basis for any termination or other administrative claims under the Disputes Clause 52.233-1.

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-14	Service Contract Reporting Requirements	OCT 2016
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts	OCT 2016
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-22	Alternative Line Item Proposal	JAN 2017
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.204-26	Covered Telecommunications Equipment or Services--Representation.	OCT 2020
52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.216-18	Ordering	AUG 2020
52.219-1	Small Business Program Representations	SEP 2021
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan.	OCT 2020
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.229-4	Federal, State, And Local Taxes (State and Local Adjustments)	FEB 2013
52.229-11	Tax on Certain Foreign Procurements--Notice and Representation	JUN 2020
52.232-1	Payments	APR 1984
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-39	Unenforceability of Unauthorized Obligations	JUL 2013
52.233-2	Service Of Protest	SEP 2006
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011

252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.203-7004	Display of Hotline Posters	AUG 2019
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7006	Billing Instructions	OCT 2005
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7012	Preference For Certain Domestic Commodities	APR 2022
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7050	Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism	SEP 2021
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7037	Validation of Restrictive Markings on Technical Data	APR 2022
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JAN 2021
252.247-7022	Representation of Extent of Transportation by Sea.	JUN 2019

CLAUSES INCORPORATED BY FULL TEXT

52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

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

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

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

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

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

- (b)(1) An Offeror is required to be registered in SAM when submitting an offer or quotation, and shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation ``Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in SAM.
- (c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:
 - (1) Company legal business name.
 - (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (3) Company physical street address, city, state, and Zip Code.
 - (4) Company mailing address, city, state and Zip Code (if separate from physical).
 - (5) Company telephone number.
 - (6) Date the company was started.
 - (7) Number of employees at your location.
 - (8) Chief executive officer/key manager.
 - (9) Line of business (industry).
 - (10) Company headquarters name and address (reporting relationship within your entity).

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

(End of Provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2022)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 562910.

(2) The small business size standard is 750 Employees.

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

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

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

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

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

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

() Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

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

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

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

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

X (ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)

Will be completed per task order if applicable.

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$0.00 per calendar day of delay.

(b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

(End of clause)

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition--

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

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

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

(b) 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; **W912EP22R0009**

(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 Federal Acquisition Regulation (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 **60** 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 FAR subpart 4.10), or alternative commercial products or commercial services 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/>).

(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 that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) 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 FAR 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) Reserved.

(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 products, the make and model of the product 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 52.212-1

Supplement paragraph FAR 52.212-1(b) with the following:

1. These instructions prescribe the format of the proposal and describe the approach for the development and presentation of proposal data. These instructions are designed to ensure the submission of all necessary information.

Written Documentation. The proposal shall be prepared in four (4) separate volumes as follows.

- Volume I – Administrative
- Volume II – Technical Approach and Quality Control (Factor 1 and Factor 2)
- Volume III – Past Performance (Factor 3)
- Volume IV – Price (Factor 4)

PAGE LIMITS:

All volumes shall be submitted in at least size 10 Font, 1-inch margins, single spaced:

Volume I is limited to 10 pages.
 Volume II is limited to 50 pages.
 Volume III is limited to 30 pages.
 Volume IV is limited to 30 pages

PROPOSAL SUBMISSION INSTRUCTIONS

Proposals shall be submitted electronically in four (4) separate Volumes to the recipient(s) listed below. To ensure the submission is received and processed appropriately, it is important that interested parties carefully ensure their electronic files adhere to the following naming convention: Each filename shall begin with the solicitation number, followed by the name of the offeror, and volume number.

The four (4) electronic files shall be named as follows:

W912EP22R0009_COMPANY NAME_VOLUME I
W912EP22R0009_COMPANY NAME_VOLUME II
W912EP22R0009_COMPANY NAME_VOLUME III
W912EP22R0009_COMPANY NAME_VOLUME IV

The only authorized transmission method for a proposal in response to this solicitation is electronically via the Procurement Integrated Enterprise Environment (PIEE) Solicitation Module. NO OTHER TRANSMISSION METHODS (EMAIL, FACSIMILE, REGULAR MAIL, HAND CARRIED, ETC.) WILL BE ACCEPTED.

The offeror's proposal must be received by the Government by the date/time specified in the solicitation. Offerors shall submit their proposal via the PIEE website's Solicitation Module using the following link:

<https://piee.eb.mil/>

INSTRUCTIONS FOR SUBMITTING AN ELECTRONIC PROPOSAL:

All proposals shall be submitted electronically through the PIEE website's Solicitation Module. Offerors are limited to five maximum files per upload (total size cannot exceed 1.9GB). If there are a large number of files, offerors may combine or ZIP files before uploading to the PIEE Solicitation Module. Offerors may use compression utility software such as WinZip or PKZip to reduce file size and facilitate transmission.

File Organization, Formatting, and other instructions. Submission shall be in Adobe PDF format. Font size shall be 10 or larger. Offerors shall prepare proposals in the English language. Proposals shall be in a narrative format, organized and titled so that each section of the proposal follows the order and format of the factors. Information presented should be organized so as to pertain to only the volume in the which the factor is presented. Information pertaining to more than one evaluation factor should be repeated in the section for each factor.

Include a "File Description" for each file(s) uploaded. The "File Description" will be included in the email notice to each of the recipients chosen to have access the file(s). Do not enter Privacy Act Data (Personal Identification Information (PII)) in the File Description.)

Upload Completion and Deadline. Offerors shall submit proposals no later than the date/time specified in the solicitation. The time and date of proposal receipt will be the upload completion/delivery time and date recorded within the PIEE Solicitation Module. Offerors should time their upload effort with prudence by not waiting until the last few minutes—this will allow for unexpected delays in the transmittal process.

INSTRUCTIONS TO FOLLOW ON THE PIEE WEBSITE:

1. Once at the PIEE website, select the Register link or the Start the registration process link. Users shall then select Vendor to register for a PIEE vendor account.

2. Users shall complete all registration steps, then add the necessary roles by completing the following:

- Select SOL - Solicitation from the dropdown.
- Select Proposal Manager (or Proposal View Only).
- Click Add Roles.

- Enter the CAGE Code in the Location Code field, then select Next.
- Enter a justification for access and upload any necessary attachments, then, select Next.
- Verify the information on the Registration Summary page is correct. Then, select Next.
- Review the Statement of Accountability Agreement, then select Signature.
 - The Password Confirmation modal window will appear.
 - Enter password created during registration.
 - Click Submit Registration.
- Users will see a success message that registration was successful. Users will receive a confirmation email shortly afterwards. Once the user account has been activated by an Account Administrator, users can login into PIEE.

3. When completing the proposal upload, the Proposal Manager will be required to access the Solicitation Module in PIEE to search for the Solicitation Number. After entering the Solicitation Number, select Search. From the Search Results screen, the Proposal Manager will be provided with the Solicitation Number, Response Date, Description, Contracting Office Name and the Set Aside category. Clicking on the Solicitation Number link will take the Proposal Manager to a view of the Solicitation. When viewing a Solicitation, the Proposal Manager will have a tab labelled Offer on the Solicitation. Selecting the Offer tab will take the Proposal Manager to a new screen, where they will have the ability to add/post an offer by completing the following:

- Verify the Proposal Manager CAGE Code.
- Select Add Attachment to upload proposal attachments. The Proposal Manager may select Add Attachment to add more attachments, may use the up or down arrows to change the order of the attachments, and may select the X under Action to delete any Attachments improperly added.
- Once completed, the Proposal Manager will select Post Offer.
- Upon selecting Post Offer, the Proposal Manager will receive a success message that the offer was posted.

RECEIPT OF SUBMISSIONS:

For the purposes of establishing whether a proposal submission is considered timely, the Government considers the date and time the proposal submission is completely uploaded into the PIEE Solicitation Module.

The Government will not be responsible for submissions delivered to any location or to anyone other than those designated to receive proposals. Offerors are responsible for ensuring that proposals are submitted so as to reach the designated location or recipient. Offerors are responsible for allowing sufficient time for the proposal to be received in accordance with the instructions provided.

TECHNICAL INQUIRIES AND QUESTIONS

INSTRUCTIONS FOR TECHNICAL INQUIRIES AND QUESTIONS

Technical inquiries and questions relating to this solicitation are to be submitted via Quoter Inquiry in ProjNet at (<https://www.projnet.org>) No Later Than (NLT) **14 October 2022**, Close of Business. To submit and review inquiry items, prospective vendors will need to use the Quoter Inquiry Key presented below and follow the instructions listed below the key for access. A prospective vendor who submits a comment /question will receive an acknowledgement of their comment/question via email, followed by an answer to the comment/question after it has been processed by our technical team.

All timely questions and approved answers will be made available through ProjNet.

The Solicitation Number is: **W912EP22R0009**

The Quoter Inquiry Key is: **6I8E4T-DZ2WP4**

Specific Instructions for ProjNet Quoter Inquiry Access from ProjNet home page:

1. Identify the Agency. This should be marked as **USACE**.
2. Email. Enter the email address you would like to use for communication.
3. Key. Enter the **Quoter Inquiry Key** listed above.
4. Click Continue. A page will then open saying that a user account was not found and will ask you to create one using the provided form.
5. Enter your First Name, Last Name, Company, City, State, Phone, Email, Secret Question, Secret Answer, and Time Zone. Make sure to remember your Secret Question and Answer as they will be used from this point on to access the ProjNet system.
6. Click Add User. Once this is completed you are now registered within ProjNet and are currently logged into the system.

Specific Instructions for Future ProjNet Quoter Inquiry Access from ProjNet home page:

1. For future access to ProjNet, you will not be emailed any type of password. You will utilize your Secret Question and Secret Answer to log in.
2. Identify the Agency. This should be marked as **USACE**.
3. Email. Enter the email address you used to register previously in ProjNet.
4. Key. Enter the **Quoter Inquiry Key** listed above.
5. Click Continue. A page will then open asking you to enter the answer to your Secret Question.
6. Enter your Secret Answer and click Login. Once this is completed you are now logged into the system.

52.212-2 EVALUATION--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(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:

(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 significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(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)

52.212-2 Addendum to EVALUATION--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

BASIS FOR AWARD

The award will be made based overall proposals that are determined to be the most beneficial to the Government, with appropriate consideration given to four evaluation factors: Technical Approach, Quality Control, Past Performance, and Price. The Contracting Officer will use a trade-off process to determine which offers represent the best value to the Government. This process allows the Contracting Officer to consider making award to other than the lowest priced offerors or other than the highest technically rated offerors. To receive consideration for award, a rating of no less than "Acceptable" must be achieved for the Technical Approach evaluation factor. Offerors are cautioned that awards may not necessarily be made to the lowest price offerors or the highest technically rated

offerors. All evaluation factors other than price, when combined, are significantly more important than price.

2. EVALUATION APPROACH

All proposals shall be subject to evaluation by a team of Government evaluators. Proposals will be evaluated based on the factors stated in the solicitation. The responsible offeror whose proposal is most advantageous to the Government will be selected. All responsible offerors whose proposals are among the most highly rated may be included in the competitive range in accordance with FAR 15.306(c) (1) and (2). The Government may reserve the right to limit the number of proposals in the competitive range for purposes of efficiency.

By submitting an offer in response to this solicitation, offerors are agreeing to comply with all terms and conditions contained in the solicitation. The solicitation does not invite offerors to submit exceptions, any offer that contains exceptions may be rejected. In this solicitation, the words "offer" and "proposal" are used interchangeably (See definition of "offer" at FAR 2.101). Except for any portions of the offeror's proposal incorporated into the resulting contract by specific reference, the terms and conditions included in the solicitation, including any amendments, shall take precedence over offerors' proposals.

Proposal Evaluation

The Government intends to evaluate proposals and award a contract without holding discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a technical and price standpoint. The Government may reserve the right to conduct discussions if the Contracting Officer later determines them to be necessary. Further, if the Contracting Officer determines that discussions are necessary and if the Contracting Officer determines the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

Source Selection Decision

The Source Selection Authority, independently exercising prudent business judgment, will make the source selection decision based on the proposal that represents the best value to the Government.

3. OTHER GENERAL REVIEW

Debarment

Offerors will be checked against the System for Award Management (SAM) system to ensure they are not debarred or restricted from doing business with the United States Government. Any offeror who is restricted from doing business with the United States Government will be eliminated without further consideration. Offerors are responsible for determining the responsibility of their prospective subcontractors. Determinations of prospective subcontractor responsibility may affect the Government's determination of the prospective offeror's responsibility. A prospective offeror may be required to provide written evidence of a proposed subcontractor's responsibility (FAR 9.104-4).

Joint Ventures

Proposals from joint ventures must include a copy of the joint venture agreement, signed by authorized representatives of both parties. If the joint venture involves an 8(a) small business, prior approval by the Small Business Administration is required and must be submitted with the proposal. Offerors are reminded that if it is an 8(a) joint venture, it shall ensure that it complies with the applicable requirements of 13 CFR Part 124. The joint venture must be registered in the System for Award Management website (SAM.gov) as a joint venture in order for award to be made.

Price Analysis

Price will be evaluated for fairness and reasonableness through the use of a price analysis. The Contracting Officer will conduct the price analysis in accordance with FAR 15.404-1(b). The price analysis will also check for the appearance of unbalanced line-item prices.

Prices will be reviewed for minor or clerical errors. If necessary, offerors will be afforded an opportunity to resolve any such errors. Any exchange with offerors under this subparagraph shall be for the purpose of clarification (FAR 15.306(a)) and shall not constitute negotiations as defined at FAR 15.306(d). In the event of discrepancy between a unit price and the extended amount, the unit price shall be controlling.

VOLUME I – ADMINISTRATIVE.

- a. Request for Proposals. The offeror shall include a copy of the completed SF 1449, with a signature of a corporate officer authorized to negotiate for the company. Include proposed discount terms in Block 12 and the name of the company, address, phone number in Block 17a.
- b. Acknowledge any amendments to the solicitation by signing and returning page 1 of the SF30, if any are issued.
- c. The offeror shall submit a completed copy of FAR 52.212-3 (Alternate I), Representations and Certifications – Commercial Items.
- d. Offerors submitting an offer as a joint venture must provide a written copy of the joint venture agreement with the initial proposal. The joint venture agreement must be executed by both parties. The joint venture must be registered in the SAM system as a joint venture in order for an award to be made. For 8(a) Joint Ventures, the offeror shall also submit evidence that it has notified and discussed the proposed Joint Venture with its SBA Services office. In addition, the Standard Form 1449 as well as all future documents (task orders, etc.) must be executed by both principles.

VOLUME II – TECHNICAL APPROACH AND QUALITY CONTROL

FACTORS TO BE EVALUATED

Factor 1 – Technical Approach

Factor 2 – Quality Control

Factor 3 – Past Performance

Factor 4 – Price

RELATIVE IMPORTANCE OF FACTORS

The importance of non-priced factors are listed in descending order of importance.

All evaluation factors other than price, when combined, are significantly more important than price.

FACTOR SUBMISSION REQUIREMENTS AND EVALUATION METHODS

The offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas identified and shall address all evaluation factors to be considered for award. The proposal must demonstrate to the Government's satisfaction that the offeror will provide services that will satisfy the solicitation requirements.

FACTOR 1 – TECHNICAL APPROACH

Submission Requirements

Offerors shall submit detailed Technical Approach based on the provided Mock Task Order Performance Work Statement (PWS). Factor 1 Technical Approach shall be provided in a narrative format, shall not exceed 25 pages, and shall utilize Times New Roman, Size 10 font. The page limit includes the back of a page if it contains information. Any cover page and table of contents do not count towards the 25-page limit.

Technical Approach shall include the following:

- A narrative, step by step explanation of how the offeror will accomplish all required tasks (see Mock Task Order PWS).
- Consideration of performance risks.
- Proposed staffing and skill level (including resumes).
- The offeror shall submit their Staffing Chart and should clearly identify the appropriate task(s) based on identified standards in the base contract PWS and Mock TO PWS.
- Use of sustainable practices.
- Activity-based schedules which demonstrate that the offeror could complete all required tasks within the required timeframe.
- The offeror shall describe those tasks that will be subcontracted, if any. (If subcontractor is proposed also include Attachment 5).

Evaluation Method

Evaluators will determine the level of understanding and expertise each offeror has with providing Environmental Remediation Services by evaluating offerors' Technical Approach to completing all tasks required in the Mock Task Order. The basis for this determination will be based on offerors' responses to each item listed above under Submission Requirements.

In responding to this factor, the objective should be to clearly explain to the technical evaluators how the offeror plans to successfully accomplish all tasks required in the Mock Task Order. See "Technical Ratings" below.

FACTOR 2 – QUALITY CONTROL

Submission Requirements

Offerors shall submit detailed Quality Control based on the provided Mock TO Performance Work Statement (PWS). Factor 2 Quality Control shall be provided in a narrative format, shall not exceed 25 pages, and shall utilize Times New Roman, Size 10 font. The page limit includes the back of a page if it contains information. Any cover page and table of contents do not count towards the 25-page limit.

Offerors shall submit a general Quality Control Plan to support your response the provided Mock TO. The submitted Quality Control Plan should include the following:

- A detailed description of the offeror's Quality Control Organization specific to Environmental Remediation Services.
- An organizational chart with lines of authority.
- Description of Quality Control Manager(s) responsibilities.
- Deficient performance tracking.
- Corrective action procedures.
- Reporting procedures.

Evaluation Method

The submitted Quality Control Plan will be evaluated based on the feasibility of the plan as well as how well the plan is designed to address quality control per the Mock TO requirements.

In responding to this factor, the objective should be to clearly explain how the offeror will ensure adequate quality control during the execution of Environmental Remediation Services. See “Technical Ratings” below.

TECHNICAL RATINGS (FACTOR 1 AND FACTOR 2)

Combined Technical/Risk Rating Method:

Color Rating	Adjectival Rating	Description
Blue	Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
Purple	Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.
Green	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Yellow	Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
Red	Unacceptable	Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.

TECHNICAL APPROACH RATINGS DEFINITIONS

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

Weakness - A flaw in the proposal that increases the risk of unsuccessful contract performance.

Significant Weakness - A flaw in the proposal that appreciably increases the risk of unsuccessful contract performance.

Strength - Any aspect of a proposal that, when judged against a stated evaluation criterion, enhances the merit of the proposal, or increases the probability of successful performance of the contract.

Significant Strength - A significant strength appreciably enhances the merit of a proposal or appreciably enhances the probability of successful contract performance.

Deviation - Proposal implies or specifically offers a deviation below the specified criteria. The offeror may or may not have called the deviation to the Government's attention. A deviation is a deficiency. The proposal must conform to the solicitation requirements for award.

Technical Risk Rating

Adjectival Rating	Description
Low	Proposal may contain weakness(es) which have little potential to cause disruption of schedule, increased cost, or degradation of performance. Normal contractor effort and normal Government monitoring will likely be able to overcome any difficulties.
Moderate	Proposal contains a significant weakness or combination of weaknesses which may potentially cause disruption of schedule, increased cost, or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome difficulties.
High	Proposal contains a significant weakness or combination of weaknesses which is likely to cause significant disruption of schedule, increased cost, or degradation of performance. Is unlikely to overcome any difficulties, even with special contractor emphasis and close Government monitoring.
Unacceptable	Proposal contains a material failure or a combination of significant weaknesses that increases the risk of unsuccessful performance to an unacceptable level.

NOTE: To receive consideration for award, a rating of no less than Acceptable must be achieved for all evaluation factors.

FACTOR 3 – PAST PERFORMANCE

Submission Requirements

Offerors are required to provide at least two (2) but not more than five (5) examples of services provided in the last ten (10) years which demonstrate the offeror's extent and record of Environmental Remediation Services performance and experience on recent, relevant projects. If an offeror submits more than five (5) examples, only the first five (5) will be evaluated. Offerors shall utilize one NAVFAC/USACE Past Performance Questionnaire (see Attachment 1), completed and signed by a point of contact (POC) for each submitted past performance. All pages of each NAVFAC/USACE Past Performance Questionnaire must be initialed and dated on the bottom right-hand corner by the POC. Failure to provide a completed and signed NAVFAC/USACE Past Performance Questionnaire for each project as described above may be noted as a weakness. If a Contractor Performance Assessment Reporting System (CPARS) evaluation, Past Performance Information Retrieval System (PPIRS) evaluation or official performance evaluation from a non-federal entity is available for a submitted past performance, the CPARS, PPIRS or official performance evaluation from a non-Federal entity may be submitted in lieu of the completed NAVFAC/USACE Past Performance Questionnaire.

A POC is defined as an individual that can verify the successful completion of the services provided.

If the offeror is unable to obtain a NAVFAC/USACE Past Performance Questionnaire completed by a POC before the proposal due date, the offeror shall complete and submit with the proposal the first page of the questionnaire (Blocks 1 – 7) including the POC's contact information. It is the offeror's responsibility to ensure that the POC information is current and correct. The POC identified in Blocks 1 – 7 should also be familiar with the performance they are being asked to verify and informed that they will be contacted by the Government to verify past performance.

The Government may obtain copies of all CPARS and/or PPIRS evaluations available for the offeror.

Evaluation Method

The past performance evaluation is an assessment of the offeror's probability of meeting the solicitation requirements. The assessment considers each offeror's demonstrated recent and relevant past performances in supplying services that meet the solicitation requirements. There are two aspects to the past performance evaluation.

The first aspect of the past performance evaluates how relevant the offeror's past performance is to the effort to be acquired. Relevancy will be determined based on the timeframe and the level of similarity between the offeror provided demonstrated experiences and the solicitation requirements.

The second aspect of the past performance evaluation is to determine how well the contractor performed. This will be determined by utilizing the completed NAVFAC/USACE Past Performance Questionnaires, CPARS, PPIRS or official performance evaluation from a non- Federal entity. The POC noted on each NAVFAC/USACE Past Performance Questionnaire will be contacted to verify the past performance ratings provided. If the POC cannot be contacted, the past performance rating will be noted as "Unknown". It is the offeror's responsibility to ensure that the POC's contact information is current (i.e., names, addresses, telephone numbers and email addresses). The POC should be familiar with the performance they are to verify and be aware that they will be contacted by the Government.

Once the Relevancy Ratings are assigned and Past Performance Ratings are verified, the Government will conclude with a performance confidence assessment based on the results. This performance confidence is the level of risk associated with the offeror as it relates to the probability that the offeror will successfully perform the services described in the solicitation (see Performance Confidence Assessments Definitions below).

Past Performance Relevancy Ratings:

Past Performance Relevancy Ratings	
Rating	Definition
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

Performance Confidence Assessments:

Performance Confidence Assessments	
Rating	Description
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will successfully perform the required effort.
Unknown Confidence (Neutral)	No recent/relevant performance record is available, or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

In the case of an offeror without a record of recent/relevant past performance, or for whom information on past performance is not available, or so sparse that no meaningful past performance rating can be assigned, you must evaluate the offeror's lack of past performance as "Neutral Confidence", having no favorable or unfavorable impact on the evaluation.

FACTOR 4 – PRICE

The Price Factor is not rated. It is evaluated for reasonableness. Offerors are advised that their business decision to submit a low-priced proposal can be considered in assessing their understanding or the risk associated with their proposal. All evaluation factors other than price, when combined, are significantly more important than price. In order to ensure reasonableness of the offered price, the Contracting Officer may use different analytical techniques in accordance with FAR 15.404-1.

Submission Requirements

The offeror shall submit the following price and price related information: Proposal Data Sheet (Attachment 2). Completed Standard Form 1449 (Solicitation/Contract/Order for Commercial Products and Commercial Services), Price Exhibit A (Contract Discipline Rates) and Attachment 8 for the Mock Task Order Pricing Proposal Sheet (Based on Rates proposed in Price Exhibit A).

Evaluation Method

The Proposal Data Sheet (Attachment 2) is not considered for evaluation but is required as part of the Offeror's proposal.

The completed Standard Form 1449, Price Exhibit A and Attachment 8 for the Mock Task Order Pricing Proposal Sheet will be checked for minor clerical errors and/or mistakes. After resolution of minor or clerical errors and/or mistakes, the Government will perform a price analysis on all proposals received. Price analyses will be performed in accordance with FAR 15.404-1; price reasonableness will be established for the rates provided in Price Exhibit A as well as the Attachment 8 for the Mock Task Order. The level of effort, mix of proposed labor, and other direct costs (subcontractors, travel, etc.) proposed in the Attachment 8 for the Mock Task Order will also be reviewed for feasibility and reasonableness.

The offeror shall submit a completed copy of FAR 52.212-3 (Alternate I), Representations and Certifications – Commercial Items. If the offeror has completed the Online Representations and Certifications Application at <http://www.sam.gov/>, the offeror shall indicate such on the FAR clause.

The Determination of Responsibility Form (Attachment 3) is not considered for evaluation but is required as part of the offeror's proposal. In addition to other proposal information, the Contracting Officer shall use the information provided in the Determination of Responsibility Form in making an affirmative responsibility determination for award to the Successful Offeror, in accordance with FAR Part 9.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

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

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

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

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

"Forced or indentured child labor" means all work or service-

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

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

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

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

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

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

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

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

“Sensitive technology”--

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

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

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

(1) Means a small business concern--

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

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

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

"Small business concern"--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in 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.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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

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

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

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

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

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

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

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

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

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

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

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

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or
- (2) Whose management and daily business operations are controlled by one or more women.

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

(b) (1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____.

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

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

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

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

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

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

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

(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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) (i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(iii) The terms "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) (A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

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

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

Line item No.	Country of origin
—	—
—	—

_____	_____
-------	-------

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Canadian End Products:

Line item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

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

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

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

Line item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

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

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

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

Other End Products:

Line item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

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

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

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

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

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

(4) [____] Have, [____] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

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

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

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

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability.

Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

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

(1) *Listed end products.*

Listed end product	Listed countries of origin
—	—
—	—
—	—

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

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

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

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

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

(2) (☐) Outside the United States.

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

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

(2) (☐) Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

(___) TIN: -----.

(___) TIN has been applied for.

(___) TIN is not required because:

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

(___) Offeror is an agency or instrumentality of a foreign government;

(___) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

(___) Sole proprietorship;

(___) Partnership;

(___) Corporate entity (not tax-exempt);

(___) Corporate entity (tax-exempt);

(___) Government entity (Federal, State, or local);

(___) Foreign government;

(___) International organization per 26 CFR 1.6049-4;

(___) Other -----.

(5) Common parent.

(____) Offeror is not owned or controlled by a common parent;

(____) Name and TIN of common parent:

Name - ____ .

TIN - ____ .

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) Representation. By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code:

Immediate owner legal name:

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

[☐] Yes or [☐] No.

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

Highest level owner CAGE code:

Highest level owner legal name:

(Do not use a “doing business as” name)

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

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

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

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

(2) The Offeror represents that--

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

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

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

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

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

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

Predecessor legal name: ____ .

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

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

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

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [____] does, [____] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible 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).

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

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

(2) The Offeror represents that--

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

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

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

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

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

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Payment.--

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) Interest.

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted,

and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

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

(9) The specification.

(t) Reserved.

(u) Unauthorized Obligations.

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

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

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

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

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

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

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2022)

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

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

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

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

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

X (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

___ (10) [Reserved]

___ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) (15 U.S.C. 657a).

___ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (13) [Reserved]

X (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

___ (ii) Alternate I (MAR 2020) of 52.219-6.

___ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

___ (ii) Alternate I (MAR 2020) of 52.219-7.

X (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).

___ (17)(i) 52.219-9, Small Business Subcontracting Plan (NOV 2021) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (NOV 2016) of 52.219-9.

___ (iii) Alternate II (NOV 2016) of 52.219-9.

___ (iv) Alternate III (JUN 2020) of 52.219-9.

___ (v) Alternate IV (SEP 2021) of 52.219-9.

___ (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

___ (ii) Alternate I (MAR 2020) of 52.219-13.

X (19) 52.219-14, Limitations on Subcontracting (SEP 2021) (15 U.S.C. 657s).

- ____ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- ____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) (15 U.S.C. 657f).
- ____ (22) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (SEP 2021) (15 U.S.C. 632(a)(2)).
- ____ (ii) Alternate I (MAR 2020) of 52.219-28.
- ____ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) (15 U.S.C. 637(m)).
- ____ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (SEP 2021) (15 U.S.C. 637(m)).
- ____ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- ____ (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- X** (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- ____ (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2022) (E.O. 13126).
- X** (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- X** (30)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).
- ____ (ii) Alternate I (FEB 1999) of 52.222-26.
- X** (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- ____ (ii) Alternate I (JUL 2014) of 52.222-35.
- X** (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- ____ (ii) Alternate I (JUL 2014) of 52.222-36.
- X** (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- X** (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- X** (35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- ____ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ____ (36) 52.222-54, Employment Eligibility Verification (NOV 2021). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
- ____ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

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

____ (40) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (OCT 2015) of 52.223-13.

____ (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (JUN 2014) of 52.223-14.

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

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

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

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

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

____ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

____ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

____ (ii) Alternate I (JAN 2017) of 52.224-3.

____ (48) 52.225-1, Buy American--Supplies (NOV 2021) (41 U.S.C. chapter 83).

____ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (NOV 2021) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

____ (ii) Alternate I (JAN 2021) of 52.225-3.

____ (iii) Alternate II (JAN 2021) of 52.225-3.

____ (iv) Alternate III (JAN 2021) of 52.225-3.

____ (50) 52.225-5, Trade Agreements (OCT 2019) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

____ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150

____ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

____ (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

____ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

____ (59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

____ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

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

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

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

____ (iii) Alternate II (NOV 2021) of 52.247-64.

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

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

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

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

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

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

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

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

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

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

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

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

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

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

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).
- (xiii) X (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
 _____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xvi) 52.222-54, Employment Eligibility Verification (NOV 2021) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
 (B) Alternate I (Jan 2017) of [52.224-3](#).
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

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

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

(1) Any order for a single item in excess of **\$2,000,000.00** (insert dollar figure or quantity);

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

(3) A series of orders from the same ordering office within **7** days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **7** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **expiration of all contract option years, to include the use of FAR Clause 52.217-8, Option to Extend Services.**

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

(End of provision)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(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; 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 5 years.

(End of clause)

52.219-17 SECTION 8(a) AWARD (OCT 2019)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements, delegates to the **US Army Corps of Engineers - Jacksonville District Contracting Office** the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the **US Army Corps of Engineers - Jacksonville District Contracting Office** Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(End of clause)

52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) PARTICIPANTS (MAR 2020)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d) The insert name of SBA's contractor shall notify the insert name of contracting agency Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock.

(End of clause)

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

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

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

"Worker"--

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

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

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

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

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

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

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

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

(b) Executive Order minimum wage rate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) This clause does not apply to--

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

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

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

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

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

(d) Notice. The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this

requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/agencies/whd/government-contracts, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<https://www.acquisition.gov/content/regulations>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(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)

252.219-7010 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) PARTICIPANTS-- PARTNERSHIP AGREEMENT (OCT 2019)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in SBA's 8(a) Program and which meet the following criteria at the time of submission of offer:

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan.

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by SBA.

(3) If the competition is to be limited to 8(a) concerns within one or more specific SBA regions or districts, then the offeror's approved business plan is on the file and serviced by:

**U.S. Small Business Administration
North Florida District Office (NFDO)**

**7825 Baymeadows Way, Suite 100B
Jacksonville, FL 32256**

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Unless SBA has waived the requirements of paragraphs (d)(1)(i) through (iii) and (d)(2) of this clause in accordance with 13 CFR 121.1204, a small business concern that provides an end item it did not manufacture, process, or produce, shall--

(i) Provide an end item that a small business has manufactured, processed, or produced in the United States or its outlying areas; for kit assemblers, see paragraph (d)(2) of this clause instead;

(ii) Be primarily engaged in the retail or wholesale trade and normally sell the type of item being supplied; and

(iii) Take ownership or possession of the item(s) with its personnel, equipment, or facilities in a manner consistent with industry practice; for example, providing storage, transportation, or delivery.

(2) When the end item being acquired is a kit of supplies, at least 50 percent of the total cost of the components of the kit shall be manufactured, processed, or produced by small businesses in the United States or its outlying areas.

(3) The requirements of paragraphs (d)(1)(i) through (iii) and (d)(2) of this clause do not apply to construction or service contracts.

(e) The ____ [insert name of SBA's contractor] will notify the ____ [insert name of contracting agency] Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (FEB 2019)

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

"Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

"Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

"Foreign-flag vessel" means any vessel that is not a U.S.-flag vessel.

"Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

"Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

"Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or

owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

"U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of foreign-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) If this contract exceeds the simplified acquisition threshold, the Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all foreign-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on foreign-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL		

(g) If this contract exceeds the simplified acquisition threshold and the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of foreign-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) If the Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies; however, after the award of this contract, the Contractor learns that supplies will be transported by sea, the Contractor--

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of this clause.

(i) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial items, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (i), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (i), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)