SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES
		1 | 313

2. CONTRACT NO.	3. SOLICITATION NO.	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.
	W912BV21R0018	[ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	24 Mar 2021	

7. ISSUED BY	CODE	8. ADDRESS OFFER TO (If other than Item 7)	CODE
CONTRACTING DIV US ARMY CORPS OF ENGINEERS, TULSA DISTRICT 2488 E. 81ST STREET TULSA OK 74137-4290 TEL: FAX: 918-669-7436	W912BV	**See Item 7** TEL: FAX:	

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

SOLICITATION

9. Sealed offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in via DOD SAFE Website until 03:00 PM (Hour) local time 13 Oct 2021 (Date)

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

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (Include area code) (NO COLLECT CALLS)	C. E-MAIL ADDRESS
	JOSHUA D HOPE	918.669.7460	joshua.d.hope@usace.army.mil

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OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

15B. TELEPHONE NO (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
	☐		

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: ☐ 10 U.S.C. 2304(c)( ) ☐ 41 U.S.C. 253(c)( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM

24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE

26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

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

Section A - Solicitation/Contract Form

BIDDER'S INQUIRY INSTRUCTIONS

INQUIRIES – OFFEROR'S QUESTIONS AND COMMENTS
USE OF BIDDER'S INQUIRY

Prospective offerors shall submit questions and inquiries related to this solicitation in accordance with the following (no other means of questions or inquiries will be answered except through Bidder Inquiry):

a. For information related to amendments, and the dates set for receipt of proposals, please check https://www.beta.sam.gov

b. Contractual and Technical inquiries and questions relating to proposal procedures are to be submitted via Bidder Inquiry in ProjNet at https://www.projnet.org/projnet.

1. To submit and review bid inquiry items, offerors will need to be a current registered user or self-register into the system. To self-register go to the aforementioned web page and click on the BID tab. Select Bidder Inquiry, select agency USACE, and enter the Bidder Inquiry Key for this solicitation listed below, your e-mail address, and then click login. Fill in all required information and click create user. Verify that information on next screen is correct and click continue.

2. From this page you may view all bidder inquiries or add an inquiry.

3. Bidders will receive an acknowledgement of their question via e-mail, followed by an answer to their question after it has been processed.

4. The Solicitation Number is: **W912BV21R0018**

5. The Bidder Inquiry Key is: **9J9WFI-YSGF2G**

c. The Bidder Inquiry System will be unavailable for new inquiries ***10 days prior to proposal due date*** in order to ensure adequate time is allotted to form an appropriate response and amend the solicitation, if necessary.

d. Offerors are requested to review the specification in its entirety, and review the Bidder Inquiry System for answers to questions prior to submission of a new inquiry.

e. The call center operates weekdays from 8AM to 5PM U.S. Central Time Zone (Chicago). The telephone number for the Call Center is 800-428-HELP.

f. Offers will NOT be publicly opened. Information concerning the status of the evaluation and/or award will NOT be available after receipt of proposals.

g. The point of contact for this solicitation is:

Contract Specialist:	Joshua D. Hope
Telephone:	(918) 669-7460
E-MAIL:	Joshua.d.hope@usace.army.mil

Section B - Supplies or Services and Prices

PRICE SCHEDULE

Section B Pricing Schedule is a separately attached Excel file.

STATEMENT OF WORK

SECTION C

STATEMENT OF WORK

$120M Unrestricted
Multiple Environmental Government Acquisition (MEGA)
Indefinite Delivery Contract (IDC)
Multiple Award Task Order Contract (MATOC)
For
Environmental Remediation Services (ERS) Projects
Assigned to the Regional Planning and Environmental Center (RPEC) and
As Assigned to the Southwestern Division (SWD) and South Pacific Division (SPD)
in Accordance with UAI Sub-part 5107.102-100 and ER 5-1-10

Solicitation #W912BV-21-R-0018
Contract #TBD

12 March 2021

1.0. INTRODUCTION

1.1. Purpose

The purpose of this contract is to provide a full range of Environmental Remediation Services (ERS) to support projects assigned to the U.S. Army Corps of Engineers (USACE) as assigned to the Southwestern Division (SWD) Regional Planning and Environmental Center (RPEC) and projects assigned to the Southwestern Division (SWD) and South Pacific Division (SPD) in accordance with USACE Acquisition Instruction (UAI) Sub-part 5107.102-100 and Engineer Regulation (ER) 5-1-10. Work to be performed under this contract may include, but not necessarily be limited to, Department of Defense Environmental Restoration Program (DERP); Formerly Used Defense Sites (FUDS); Military Munitions Response (MMR) for various Department of Defense (DoD) customers including conventional munitions and other munitions-related services; DoD Environmental Compliance Program, Environmental Support for Others (ESFO) Program; support to the Environmental Protection Agency (EPA) including Superfund and Brownfield Programs; Formerly Utilized Sites Remedial Action Program (FUSRAP); environmental cleanup for various military and Interagency and International Support (IIS) customers; environmental stewardship, and other environmental related regulatory programs. Wage Determinations will be incorporated with each Task Order, if required.

1.2. Applicable Work Locations

This contract is meant to satisfy requirements primarily within the SWD and SPD area of responsibility (AOR). However, contract capacity may be shared with other CONUS geographic districts where the principles of the Project Management Business Process and ER 5-1-10 have been met. The geographic territory for this contract will include the geographic boundaries of the Southwestern Division (SWD) and the South Pacific Division (SPD) and projects assigned to SWD and SPD outside the AOR including any of a variety of military installations, Federal agencies, and civil work entities where the USACE is otherwise authorized to respond. The Contractor shall provide environmental support as requested in the Task Orders (TOs) issued under this contract anywhere the USACE is authorized to respond. In addition, contract capacity may be shared with other CONUS geographic districts where the principles of the Project Management Business Process and ER-5-1-10 have been met. This contract requires the Contractor to perform all work necessary to complete simultaneously executed TOs.

It is noted that the term “installation” is generically used within this Statement of Work to refer to any potential location, agency, or facility as discussed above, that a T.O. may be awarded to/for under this contract. The Contractor may be required to perform tasks on-site or at their own facilities.

1.3. Technical Requirements
The general technical requirements specified in this Statement of Work are intended to provide requirements for execution of the contract and an overall understanding of the functions that the Contractor may be required to perform. Specific services required under this contract shall be described in detail within individual Performance Work Statements for each Task Order. Individual TOs will contain additional detailed requirements and/or plans and specifications for each specific project. The Contractor may also receive available data and work products from past environmental activities performed by other Contractors and/or government personnel.

1.4. General Requirements
The Contractor is required to furnish all plant, labor, materials, and equipment to provide environmental services at project locations, unless otherwise directed by individual T.O.s. The Contractor's personnel shall comply with Occupational Safety and Health Administration (OSHA) requirements. The Contractor shall provide all support activities, described herein or in individual T.O.s, necessary to ensure the safe and effective accomplishment of project criteria within specified completion times. All work shall be performed in accordance with this contract, applicable Federal, State, and local installation regulations.

The Contractor shall be responsible for acquiring the latest version of applicable regulatory or agency guidance, including but not limited to, the referenced documents cited in this Section C of this Solicitation and/or subsequent Task Orders issued after award of the Contract, unless otherwise specified.

1.5. Task Order Requirements and Period of Performance
1.5.1. Task orders will be issued as Firm-Fixed-Price (FFP) based on the requirements of the Performance Work Statement (PWS) developed by the Government. Each Task Orders' PWS will describe the required performance objectives to be met based on the work requirements at various known or suspected Hazardous, Toxic, and Radioactive Waste (HTRW) sites, and Military Munitions Response Program (MMRP) sites. Services may include, but are not limited to, the control and remediation of environmental contamination from pollutants, toxic substances, radioactive materials, and hazardous materials, Munitions and Explosives of Concern (MEC), and Munitions Constituents (MC).

The Contractor shall be responsible for developing technical and management approaches that directly satisfy the government's T.O. objectives, including working with and maintaining good working relationships with regulators on all aspects of their work. As will be specified in specific T.O.s, the USACE and its customers will review and comment on all documents prior to their submission to the regulatory agencies.

1.5.2. The majority of the Task Orders that will be issued under this ERS contract will be to provide services related to requirements of the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the National Oil and Hazardous Substances Pollution Contingency Plan (NCP), the Clean Water Act, the Clean Air Act, and other related Federal Programs in addition to State/Local specific regulations/requirements dealing with hazardous waste, MEC/MC management/disposal, radioactive waste/mixed waste management/disposal, and Underground Storage Tanks (USTs), and other fuels related issues. Remedial actions may address regulated, non-regulated toxic substances, and emerging contaminates. Incidental construction will also be included in the ERS contracts, however; construction activities must be incidental to the ERS work.

Remediation services that may be required in an ERS Task Order include, but are not limited to: preparation of work plans; studies with associated reports; multiple phases of field investigations; preliminary assessments (PA); site inspections (SI) and remedial site inspections; remedial investigations (RI); feasibility studies (FS); Engineering Evaluation Cost Analysis (EECA); and other planning documents, monitoring well installation and sampling; short and long term monitoring/long term operations (LTM/LTO) or Long Term Response Action (LTRA); data management; data interpretation; engineering evaluation and corrective actions; optimization studies; ground-water modeling; geophysical surveys; remediation cost estimates; management of non-hazardous and hazardous investigative derived waste (IDW); environmental and human health risk assessments; risk based remediation; air emission issues including vapor intrusion; surface water discharge, applying for environmental permits, remedial design; well abandonment; meetings; public meeting participation; preparation of presentation material both written and visual; hydrological, sediment and soil studies; project reports; engineering support and/or design; value

engineering studies; system operations and maintenance (O&M) for HTRW and MMRP sites; energy evaluations for remediation systems; remedial action plans; remedial actions; removal action plans; removal actions; construction support; range clearance activities; site closeout/decision documents; abandoned mines program support; and future project programming and scheduling support.

1.5.3. Remedial action activities could include, but are not limited to the following: air sparging; soil vapor extraction; bioremediation; asbestos and lead-based paint remediation; radon abatement; landfill capping and collection systems; building remediation and demolition; sediment remediation; air discharge systems; ground-water extraction and injection systems; air stripping; carbon absorption; ground-water treatment systems; incineration of soils; low-temperature thermal desorption; mixed water disposal; solidification of contaminated matter; soil washing; soil excavation and removal, and MEC/MC Removal. Remedial actions may address both regulated and non-regulated toxic substances. Incidental construction will also be included in the ERS contracts however, construction activities must be incidental to the ERS work.

The scope for MMRP and other military munitions related activities requires the contractor to have experience with the regulatory process (CERCLA/RCRA) and phases (e.g. PA/SI, EECA, RI/FS, Non-Time Critical Removal Action (NTCRA), and Time Critical Removal Action (TCRA), Remedial Design and Remedial Actions, etc.) normally utilized to perform military munitions response actions. Activities required include, but are not limited to, the following actions: historical records review (HRR); visual surveys; geophysical mapping using Advanced Geophysical Classification (AGC) methodologies and associated activities; military munitions removal/remedial actions and associated activities; Explosive Safety Submission (ESS)/Explosive Siting Plans (ESP) preparation; explosives management (siting, use, etc.); munitions debris handling and disposal; anomaly avoidance; construction support; munitions constituent sampling; small arms/skeet range investigation and removal/remedial actions; x-ray fluorescence; community relations support; reporting; and Geographical Information System (GIS) support for project activities.

1.5.4. Any T.O. issued during the effective period of this contract and not completed within that period of that contract, shall be completed by the Contractor within the time specified in the T.O. The Contract shall govern the Contractor's and Government's rights and obligations with respect to that T.O.'s Period of Performance.

2.0. GENERAL CONTRACT INFORMATION

2.1. General

The Contractor, operating as an independent Contractor and not as an agent of the Government, shall provide all management, supervision, labor, materials, facilities, and equipment to perform all work identified in each individual Task Order. The Contractor may be required to perform work under multiple Task Orders at different sites simultaneously. The Contractor shall be cognizant of all appropriate laws, regulations, and guidance. The Contractor shall ensure that all work activities performed by his/her personnel, subcontractors and suppliers is executed in compliance with these laws and regulations. Any incident of noncompliance noted by the Contractor shall immediately be brought to the attention of the Contracting Officer (KO) and/or the Contracting Officer's Representative (COR) by written notice. Nothing in this contract shall relieve the Contractor of the responsibility to comply with these laws and regulations. Any conflicts between laws/regulations and contract/Task Order requirements shall be brought to the *immediate* attention of the KO and/or COR.

2.2. Contract Type

This is an Indefinite Delivery Contract (IDC) to provide a full range of environmental remediation services, including Military Munitions Response Program (MMRP) on a performance based, FFP basis, The contract ordering period is effective for a period of 5 years from the date of award of the contract, if the option is exercised.

2.3. Delivery

Delivery or performance shall be made only as authorized by TOs issued in accordance with each ordering clause. The Contractor shall furnish to the Government, when and if ordered, work for the items specified in individual T.O.s. There is no limit on the number of orders that may be issued, and the Government may issue concurrent orders requiring delivery to multiple destinations or performance at multiple locations.

2.4. Commencement of Work

The Contractor shall be required to commence the work required by a T.O. at the time specified on the T.O., execute the work, and complete the entire project not later than the completion time specified on the T.O. Unless identified otherwise or modified in the individual T.O.s, all services, and Contractor personnel qualifications, shall be in accordance with this section.

2.5. Purpose
The express purpose of this contract is to provide environmental remediation services, including MMRP support. The Contractor shall maintain a management staff and system that ensures flexibility, effective communications, and the diversity of disciplines necessary to successfully execute complex, multi-faceted work. The Contractor shall maintain a staffing and program management system that will promote retention of institutional knowledge and continuity. The Contractor shall maintain a communication program that will apprise key personnel executing various T.O.s and government personnel of any significant findings that may impact ongoing or planned environmental support activities. The Contractor shall initiate recommendations to the Contracting Officer's Representative (COR) about any alternative methods of executing a T.O. that would result in improved economy, productivity, or quality and immediately notify the COR of any conditions encountered during the execution of a T.O. that may impact performance.

2.6. Professional Registration/Certification and Regulated Procedures
In performing the work effort, the Contractor shall adhere to professional guidelines and procedures established or approved by applicable Federal, State, and local regulatory agencies.

In the performance of air and water quality testing, the Contractor shall utilize only collection, transportation, testing, recording, and sample disposal procedures approved by the Environmental Protection Agency, the applicable State agency involved, and local installation requirements, if any. The Contractor must obtain and maintain all transportation and handling documentation and certifications required by the applicable State and Federal agencies. Laboratories used (prime or subcontractor obtained facilities) must obtain approval from the Contracting Officer (KO), COR, or a KO approved point of contact (POC) as designated within specific T.O.s.

2.7. Contract Authority and Work Deviation
The Contractor shall thoroughly coordinate with the USACE KO and COR and other government agency representatives that are involved in the work effort. The USACE KO is the only decision authority for contractual matters; consequently, the Contractor shall not take any action relating to this contract at the direction of any other party. Any deviation from the established and approved T.O. PWS, including specific methods and techniques, must be proposed in writing by the Contractor and approved by the KO prior to implementation. Unapproved deviations shall not result in any additional cost to the Government. A KO approved POC may be designated, per T.O., to act as a local authority for contract deviation approval regarding minor scope variations or divergences. Primary contacts for all technical matters will be established within each specific T.O.

The Contractor shall not take any action relating to this contract, or any T.O., at the direction of any other party than the KO or COR acting within their written authority. All Contractors, prime and their subcontractor, must comply with lawful orders issued by certain authorized officials. Examples of this would be, but not limited to, orders by an Installation Commander to address emergency directions or a Safety Officer's prerogative to issue stop work on-site due to safety issues or violations. Various installations have industrial hygiene, security, and range control programs, which have authority to "direct" that certain actions occur or not occur on the installation. Additionally, many installation's policies and regulations directly apply to Contractors and all Contractor personnel, including subcontractor personnel. Specific circumstances that may apply at any particular installation will be addressed prior to a T.O. commencement at each particular installation. If the Contractor receives any safety or security direction as outlined in this paragraph that will or potentially will impact T.O. execution and/or result in deviations that may have a cost impact, the Contractor ***must*** ***immediately*** notify the KO and COR.

2.8. Safety
The Contractor shall at all times conduct operations in a safe manner and in accordance with all applicable Federal, State, and local statutes and regulations as well as the USACE Safety and Health Requirements Manual (EM 385-1-1, latest version). Based on T.O. award, the Contractor will also comply with all applicable agency or installation/facility safety policies and requirements. The Contractor may be required to develop a health and safety

management plan for any T.O. issued under this contract and to make such a plan available for inspection by the Government. **Any safety incidents and/or violations during performance of TO requirements must be immediately reported to the KO and COR.**

2.9. Permits

The Contractor shall obtain permits and licenses necessary to conduct the work required by this Contract including, but not necessarily limited to, environmental permits, building permits, discharge, Nuclear Regulatory Commission (NRC) or state license for radiation activities, and Department of Transportation (DOT) permits for transport of HTRW or unexploded ordnance (UXO) on public highways. Rights of entry on and off Government property or private property may be required. The Government will reimburse the Contractor for all appropriate costs related to permits and licenses.

2.10. Data Ownership and Data Rights

All reports and data whatsoever, including all electronic data and software, generated under this contract will be determined by negotiation IAW the DFARS. When submitting proposals, offerors shall identify IAW DFARS 252.227-7017 to the extent known, all technical data or software that will be delivered with restrictions on its use, release, or disclosure.

3.0. SCOPE OF WORK

3.1. Uniform Federal Policy Quality Assurance Project Plan (UFP-QAPP)/Work Plans

The Contractor shall prepare and implement a UFP-QAPP. The UFP-QAPP as intended to function as the Work Plan for all field activities with any applicable supporting plans included as appendices to the UFP-QAPP. The UFP-QAPP will follow ER 200-1-7 dated 28 Nov 2014 and the EM-200-1-15 dated 30 October 2015. The UFP-QAPP may require appendices depending on the specific Task Order needs, which may include an Accident Protection Plan, Property Management Plan, Environmental Protection Plan, Interim Holding Facility Siting Plan/Physical Security Plan, Waste Management Plan, Explosives Management Plan, Munitions Response Safety Submissions and Site Plan, Community Relations Plan, and Risk/Hazard Assessment Plan.

3.2. Investigation and Field Studies (Both on-site and off-site work)

The Contractor shall perform all planning, fieldwork, analysis and preparation of any reports as specified in the Task Order. The investigative services to be provided generally consist of, but are not limited to, performing investigations to determine the contaminant(s), geology, and ground-water conditions, contaminant concentration, contaminant migration, and geotechnical characteristics as well as any other related tasks. The data collection requirements shall be established in the Task Order and be usable for preparation of a remedial design and/or implementation of the response action(s). Investigation may or may not be performed in conjunction with the response action, depending on the Task Order. Work may include risk assessments, fate and transport, ground-water modeling, or other techniques to determine the potential risks to human health and the environment. The Contractor shall prepare associated reports as described in each individual Task Order.

The Contractor shall have the capability, experience, and expertise to provide a wide range of investigative and response services required for remediation/responses at HTRW or MMRP sites, including, but not necessarily limited to:

- Site characterization and evaluation
- Identification of action levels for regulated hazardous wastes, MEC and MC related debris or substances resulting from review of Federal, state and local laws, regulation, guidance, or developed through risk assessments. This shall also include coordination with appropriate regulatory agencies
- Public Health Evaluations and National Environmental Policy Act (NEPA) documentation as required for proposed site remediation techniques and alternatives
- Survey and Mapping, GIS, remote sensing
- Boring for soil sampling, testing (field and/or laboratory) or other chemical or geotechnical analysis (either on- or off-site)
- Drilling, installation and development of ground-water monitoring wells, production wells, extraction and injection wells, piezometers or other instrumentation
- Conducting surface geophysical surveys using Advanced Geophysical Classification methodologies

- Conducting hydro geological field testing and performing analyses and data interpretation
- Sampling and sample handling techniques for chemical and geotechnical characteristics including data management and data interpretation
- Short and Long Term Monitoring
- Evaluation of available response actions, and recommendations of the most environmentally sound and cost-effective alternatives
- Multi-Agency Radiation Site Survey and Investigation Manual (MARSSIM) for radioactive materials sites
- Preparing and submitting plans (e.g. work plans, Explosives Safety Site Plan (ESSP), closure plans, waste analysis plans, Spill Prevention, Control and Countermeasure (SPCC) plans, Underground Storage Tank (UST) Site Assessment plans, Contingency Plans, etc.)
- Expert Testimony
- Participation in community education, public involvement, or public affairs activities
- Chemical analysis (both on- and off-site) of all media for a wide variety of organic and inorganic parameters including, but not limited to:
    - Non-hazardous, hazardous, mixed and radioactive wastes
    - Other chemical, physical, and composite testing
    - Characterization and screening for waste-bulking compatibility
- Transportation and disposal of potentially explosive munitions and munition waste, hazardous substances, and radioactive materials
- Conventional water and wastewater quality parameters
- Reviewing work products for technical adequacy
- Potentially Responsible Party (PRP) Activities
- Recordkeeping
- Training and documentation required by Federal, state, and local laws and regulations

3.3. Analytical Testing

The Government requires the contractor to be compliant with the UFP QAPP format for all Work Plans prepared under this contract. Chemical analytical tests shall conform to the site-specific UFP-QAPP/Work Plan and the most current version of the Department of Defense Quality Systems Manual (DOD QSM). All methods must comply with USEPA SW-846 approved sampling methods following the *Test Methods for Evaluating Solid Waste, Physical/Chemical Methods* (USEPA 2007) to provide definitive level quantitative analytical data. All test methods must meet the reporting limit required by Human Health Risk assessment (HHRA) for soil and groundwater and Ecological Risk Assessment (ERA) criteria for soil and groundwater using USEPA SW-846 test methods producing the lowest reporting limits. Data may be required to be entered into program specific databases, such as FUDSCHEM or other military program databases.

3.4. Engineering Support and Remedial Design

The Contractor may be required to provide a wide variety of engineering services to support remediation/response actions. The extent of the engineering services will be described in detail in each individual Task Order and may include, but are not limited, to structural, mechanical, electrical, architectural, geotechnical, geological, civil, environmental, cost engineering, constructability reviews, and other engineering support. The Contractor shall perform all necessary planning, fieldwork, and prepare all engineering documents identified in the Task Order. Engineering documents shall be representative of industry or Government standards for drawings and specifications or by performance specifications.

All Engineering documents produced by the Contractor shall be stamped by a licensed Professional Engineer and shall be submitted to the USACE Project Manager for approval. Computer Aided Design (CAD) generated drawings must be compatible with USACE software. The National CAD Standards can be found at the National Institute of Building Sciences website: http://www.buildingsmartalliance.org/index.php/ncs. These Standards will be used by the Contractor at time of as-built preparation. Contractor's schedules shall be compatible with Primavera or with Microsoft Project Manager. Cost estimating software must utilize an industry approved software package capable of providing sufficient information to adequately and accurately capture the projected project costs.

Engineering documents may include, but not be limited to:

- Design Analysis, containing the criteria, design assumptions calculations and other pertinent data
- Performance specifications or completely edited Government furnished guide specifications
- Title Two Services to include checking shop drawings, materials, fixtures, equipment, samples, plant materials in accordance with the specifications and drawings.
- Record drawings, modifications or as-built drawings
- Constructability reviews
- Other engineering and technical support may include technical expertise or expert testimony during regulations negotiations
- Securing permits as requested
- Liaison and interface with regulatory agencies
- Resolution of problems during response actions

3.5. Response Actions, Removals, and Operations and Maintenance
Response actions may or may not be performed in conjunction with investigation and engineering support depending on the individual Task Order. The requirements related to response actions will be described in detail in individual Task Orders.

The Contractor shall perform all necessary planning, fieldwork, and implementation of the response actions requirements identified. The Contractor selected for this work shall have the capability and experience to perform a wide range of investigations, response actions, and removals for HTRW and MMRP sites including, but not limited to:

- On-Site source control and containment using a variety of technologies
- On-Site treatment using a variety of technologies
- Preparation of Manifest for Customer Signature
- Transportation to and/or storage, treatment, and/or disposal of waste in an off-site facility
- Survey, removal, transportation and disposal of asbestos-containing materials
- Locating, identifying, and recovery of MEC using Advanced Geophysical Classification (AGC) remediation methodologies
- Management, transportation and destruction and disposition of ordnance and explosives
- Installation of all support facilities
- Preparation of all applicable Operation and Maintenance (O&M) Manuals and associated training of facility personnel for equipment installed
- Short- and Long-Term Operation and Maintenance of facilities constructed under this Contract for the period specified (inclusive of facilities constructed through other contracts or under other Task Orders issued under this contract)
- Problem solving during response with unexpected conditions or execution problems at the site

3.6. Compliance with Federal, State and USACE Regulations
USACE has a varied customer base with unique environmental approaches and requirements. Most USACE environmental work falls under EPA environmental regulations covered by CERCLA or RCRA, or other state-level program. As such, each project's lead regulatory agency must be identified, and any unique requirements accommodated. In general, all programs mandate the preparation of planning documents to assure the fieldwork and chemical data quality are supportive of the intended use of the data and final decisions being made.

3.7. Reviews
All deliverables will be reviewed by various levels of USACE, customers, local, State and Federal regulatory agencies, and other project stakeholders, as appropriate. The Contractor will respond to all comments on deliverables.

4.0. KEY PERSONNEL

The Contractor selected for this Contract shall have the experienced personnel to perform, or provide, a wide range of services required for Environmental Services and any responses to releases at HTRW and/or MMRP sites. The Contractor or Contractor and Subcontractor Team jointly must have HTRW and MEC/MC qualifications. At a

minimum, all UXO personnel utilized on individual MEC related Task Orders must meet all requirements of the most current edition of the DDESB TP 18 for the assigned duties and position; any additional qualifications will be identified by individual Task Order. The offeror must identify each individual occupying a key personnel position to be assigned to the Contract by name, position, and firm (if other than prime contractor, identify the address (including city/state) where the teaming firm is located) in their required organization chart. Resumes shall be submitted for each individual proposed to occupy a key personnel role with appropriate dates and responses to indicate the required education and qualifications as noted in the position description. The resumes will be evaluated to determine whether the individuals meet the required qualifications and experience necessary to perform their respective roles and responsibilities under this Contract. Unless otherwise noted below for select key roles, Offeror's may propose key personnel that are either employed by the Prime or by a teaming subcontractor, however **proposals will be evaluated more favorably if the majority of proposed key personnel are employed by the prime.**

Reference RFP Section L, para 3.3.2, for additional Key Personnel and resume requirements.

For other than Key Personnel, the Contractor may utilize subcontractors or teaming partners identified in the accepted proposal, or sub-contractors subsequently approved by the USACE Contracting Officer to perform any of the functions required within the specific Task Order. Additional Project Managers can be from teaming relationships at the Task Order level.

NOTE: The Contracting Officer shall approve all Replacement Key Personnel. Resumes of these individuals shall be required as part of Task Order proposals or whenever a change in personnel is to occur, in order to verify the replacement individual meets the qualifications of the solicitation. Other disciplines not listed may be required to perform specific Task Orders. These disciplines will be required to have comparable qualifications in their field of expertise and the resumes of these individuals may be required as part of Task Order proposals.

***Key Personnel may fill only one role. No individual will be allowed to 'dual-hat' another position, unless identified below.**

4.1. Program Manager

The Contractor shall propose and submit the resume for one (1) individual to fulfill the Program Manager Key Personnel role who will serve as the single point of contact for coordination of program issues with USACE. The Program Manager shall be responsible for the overall management of the contract including cost, schedule and technical quality. The Program Manger shall be competent, experienced, and knowledgeable in the full range of HTRW and MMRP activities as appropriate from investigations, to studies, designs, remediation, short-term operations and maintenance, and with the specific activities identified in this contract. The Program Manager shall take immediate corrective action when performance is not acceptable to USACE. The Program Manager shall oversee the development and implementation of record keeping, administrative and quality control programs.

The minimum qualifications for the Program Manager are:

a. The individual proposed as the Program Manager shall have a college degree (Bachelor's or above) in engineering, construction management, geology, chemistry, or related field.

b. The individual proposed as the Program Manager shall have at least 10 years' experience in Program Management involving a wide range of HTRW and MMRP related actions for other same/similar contracts/programs.

c. The Program Manager must be an employee of the prime.

4.2. Senior Project Manager

For each Task Order, the Contractor shall designate a Project Manager (PM). The **Senior Project** Manager may act as the Project Manager, with approval of USACE, if execution is sufficiently limited. The Project Manager shall be the single point of contact for the Task Order and shall be responsible for the management and execution of the Task Order in accordance with the approved performance work statement, approved work plans, and all federal, state, and local laws and regulations. The Project Manager shall ensure coordination between the Safety and Health Manager (SHM), and the Site Safety and Health Officer (SSHO) to ensure that all site activities are performed in a safe manner. The Contractor and PM shall also maintain close communication and coordination with USACE for the duration of the project, including weekly and/or monthly progress and detailed cost reporting.

The Contractor shall propose and submit the resume for one (1) individual to fulfill the Senior Project Manager Key Personnel role for the IDC, who will support the Program Manager with overall management of the contract as well as coordinating and overseeing the Contractor's individual Task Order performance to include cost, schedule, and technical quality.

While individuals fulfilling the duties of PM for individual Task Orders can be an employee of either the prime or teaming partners, **the individual proposed as the Senior Project Manager Key Personnel position must be an employee of the prime.**

Minimum qualifications for the Senior Project Manager are:

a. The individual proposed as the Senior Project Manager shall have a college degree (Bachelor's or above) in engineering, construction management, geology, chemistry, or related field.
b. The individual proposed as the Senior Project Manager must have professional registration, in their respective field, where applicable or available.
c. The individual proposed as the Senior Project Manager shall have at least 10 years' experience in Project Management involving a wide range of HTRW and MMRP actions for other same/similar contracts/programs.
d. The individual proposed as the Senior Project Manager shall be an employee of the prime.

NOTE: Minimum qualifications for Project Managers assigned to individual Task Orders:

a. Individuals proposed as Project Managers for individual Task Orders shall have a college degree (Bachelor's or above) in engineering, construction management, geology, chemistry, or related field. (15 years' experience as a Project Manager may be substituted in lieu of the college degree requirement.)
b. Individuals proposed as Project Managers for individual Task Orders shall report professional registration (i.e. PE, PG, etc.), in their respective field, where applicable or available. (If experience is substituted for a college degree, the professional registration requirement is not applicable.)
c. Individuals proposed as Project Managers for individual Task Orders shall have at least five (5) years' experience in Project Management for other same/similar contracts/programs.
d. Individuals proposed as Project Managers for individual Task Orders shall have a working knowledge of applicable federal, state, and local laws, regulation, and guidance pertinent to the Task Order for which they are assigned.

4.3. Quality Control Supervisor (QCS)

The Contractor shall propose and submit the resume for one (1) individual to fulfill the QCS Key Personnel role who is trained within its organization to be responsible for overall management of Contractor-Quality Control (CQC) and have the authority to act in all CQC matters. The Quality Control Supervisor (QCS) should have appropriate education and experience in the specialized area identified in the Task Order, (e.g., chemistry, geology, or hydrogeology). The QCS is responsible to ensure compliance with the requirements identified in the Performance Work Statement and the Contractor Quality Control Plan of individual Task Orders. The need for an on-site QCS will be defined in the Performance Work Statement on a Task Order basis.

The minimum qualifications for the Quality Control Supervisor are:

a. The individual proposed as the QCS shall have a minimum of 10 years working experience in quality control related to chemical/hazardous/explosive waste.
b. The individual proposed as the QCS shall have formal education or training in field media sampling related to HTRW and/or MMRP.
c. The individual proposed as the QCS shall have experience with QA/QC of field work and report documentation related to remedial investigations, remedial design, and remedial actions ensuring that the quality of products and services provided to the government is in accordance with the terms and conditions of the task order..
d. The Quality Control Supervisor (QCS) must be an employee of the prime.

4.4. Safety and Health Manager (SHM)

The Contractor shall propose and submit the resume for one (1) individual to fulfill the SHM Key Personnel role who is required to ensure that the safety and health provisions of EM 385-1-1 (current version for each Task Order) are complied with during performance of all work awarded under this contract. If the project involves radioactive material, then the contractor shall have a CHP assigned to the project, accessible to the field crew; but not necessarily required to be on-site. The SHM shall demonstrate the authority to shut down the site work if/when Health and Safety becomes an issue. The SHM shall enlist the support of safety and occupational health professionals with appropriate education and experience when working on sites with multiple (chemical, safety, ionizing radiation, or MEC) hazards. The SHM shall be responsible for the following actions:

- Developing, maintaining, and overseeing implementation of the Site Safety Health Plan (SSHP);
- Visiting the project as needed to audit the effectiveness of the SSHP;
- Remaining available for project emergencies;
- Developing modifications to the SSHP as needed;
- Evaluating occupational exposure monitoring/air sampling data and adjusting SSHP requirements as necessary;
- Serving as a QC staff member;
- Approving the SSHP by signature.

Minimum qualifications of the SHM are:

a. The individual proposed as the SHM shall have a minimum of five (5) years of experience managing safety and occupational health at hazardous waste site investigation/cleanup (MEC or radioactive waste sites, if necessary) operations.

b. The individual proposed as the SHM shall have training and experience to conduct exposure monitoring/air sampling and select/adjust protective equipment use.

c. Certification as a Certified Industrial Hygienist (CIH), Certified Safety Professional (CSP) or Certified Health Physicist (CHP).

d. The individual proposed as the SHM shall be an employee of the prime.

4.5. Senior Geologist

The Contractor shall propose and submit the resume for one (1) individual to fulfill the Senior Geologist Key Personnel role for projects requiring this discipline. This individual shall be trained and have experience as a geologist to ensure activities, to include plan development, field activities, report writing, designs, etc. are of the quality to meet each project's performance objectives. The geologist shall have experience in surface and subsurface soil, groundwater, surface water, sediment, etc. sampling techniques, as well as aspects of obtaining all types of samples through various drilling and sampling techniques, along with appropriate documentation procedures.

Individuals fulfilling the duties of the Geologist for individual Task Orders can be an employee of either the prime or teaming partners,

Minimum qualifications for the Senior Geologist are:

a. The individual proposed as the Senior Geologist shall have a college degree (Bachelor's or above) in geology or geological engineering from an accredited 4-year program.

b. The individual proposed as the Senior Geologist must have professional registration as a professional geologist.

c. The individual proposed as the Senior Geologist shall have a minimum of 10 years specialized experience with HTRW and MMRP related ERS projects.

d. The individual proposed as the Senior Geologist can be an employee of the prime or key teaming partners.

NOTE: Minimum qualifications for Staff and Junior Geologists assigned to individual Task Orders are (see also Schedule B Note 6 for definitions of Senior-, Staff- and Junior-level disciplines):

Staff Geologists

a. Individuals assigned as Staff Geologists on individual Task Orders shall have a college degree (Bachelor's or above) in geology or geological engineering from an accredited 4-year program

b. Individuals assigned as Staff Geologists on individual Task Orders shall document professional registration.
c. Individuals assigned as Staff Geologists on individual Task Orders shall have a minimum of five (5) years' specialized experience with HTRW and MMRP related ERS projects.
d. Individuals assigned as Staff Geologists on individual Task Orders shall have a working knowledge of applicable federal, state, and local laws, regulation, and guidance pertinent to the Task Order for which they are assigned.

Junior Geologist

a. Individuals assigned as Junior Geologist on individual Task Orders shall have a college degree (Bachelor's or above) in geology or geological engineering from an accredited 4-year program.
b. Individuals assigned as Junior Geologists on individual Task Orders, who have not yet obtained their professional registration, shall not be assigned or perform duties that are required to be performed by an individual possessing a professional registration, nor shall they be assigned or perform duties above their skill level.

4.6. Program Chemist

The Contractor shall propose and submit the resume for one (1) individual to fulfill the Program Chemist Key Personnel role who shall ensure that all chemistry related goals of the program are attained. The Program Chemist shall be available for consultation with the Contractor's personnel and Government personnel. The Program Chemist shall have general knowledge of remedial process chemistry, fate and transport of organics and inorganics, knowledge of chemical quality control, experience with ADR.NET validation software and staged electronic data deliverables. The Program Chemist shall also be experienced in the sampling and analysis of toxic/hazardous chemicals and radiological contamination in environmental matrices. The Program Chemist will be required to have advanced expertise (senior-level) in chemical data quality management of environmental analytical data and demonstrate an understanding of the UFP QAPP.

Minimum qualifications for the Program Chemist are:

a. The individual proposed as the Program Chemist shall have a degree (Bachelor's or above) in chemistry or applied science from an accredited 4-year program.
b. The individual proposed as the Program Chemist shall have a minimum of 10 years' experience in a combination of analytical laboratory, program/project chemistry and chemical data quality control role in HTRW remediation.
c. The individual proposed as the Program Chemist can be an employee of the prime or key teaming partners.

4.7. Senior Risk Assessor/Toxicologist

The Contractor shall propose and submit the resume for one (1) individual to fulfill the Senior Risk Assessor/Toxicologist Key Personnel role. The Senior Risk Assessor/Toxicologist must have professional knowledge of and applied practical experience in toxicological principles, concepts, regulations, and established methodologies sufficient to perform the full range of duties in hazardous and toxic waste, human health and ecological risk assessments;; knowledge of related physical and natural sciences, such as toxicology, chemistry, physics, geology, geophysics, biology, mathematics and statistics; knowledge of standard practices in soil, air, water, and sediment quality and chemical testing procedures; knowledge of site investigative techniques for HTRW; knowledge of the TPP and DQO process; knowledge of applicable Federal and State regulations and guidance related to HTRW, , human health and ecological risk assessments.

Individuals fulfilling the duties of the Risk Assessor/Toxicologist for individual Task Orders as well as the individual proposed for the Key Personnel position can be an employee of either the prime or teaming partners.

The minimum qualifications for the Senior Risk Assessor/Toxicologist are:

a. The individual proposed as the Senior Risk Assessor/Toxicologist shall have a college degree (Bachelor's or above) in toxicology, biochemistry, chemistry, environmental science/engineering, or related field from an accredited 4-year program.

b. The individual proposed as the Senior Risk Assessor/Toxicologist shall have a minimum of 10 years of professional experience related to HTRW-investigations, risk assessments, and remedial actions.
c. The individual proposed as the Senior Risk Assessor/Toxicologist can be an employee of the prime or key teaming partners.

NOTE: Minimum qualifications for Staff and Junior Risk Assessors/Toxicologists assigned to individual Task Orders are (see also Schedule B Note 6 for definitions of Senior-, Staff- and Junior-level disciplines):

Staff Risk Assessors/Toxicologists

a. Individuals assigned as Staff Risk Assessors/Toxicologists on individual Task Orders shall have a college degree (Bachelor's or above) in toxicology, biochemistry, chemistry, environmental science/engineering, or related field from an accredited 4-year program
b. Individuals assigned as Staff Risk Assessors/Toxicologists on individual Task Orders shall have a minimum of five (5) years of professional experience related to HTRW investigations, risk assessments, and remedial actions.
c. Individuals assigned as Staff Risk Assessors/Toxicologists on individual Task Orders shall have a working knowledge of applicable federal, state, and local laws, regulation, and guidance pertinent to the Task Order for which they are assigned.

Junior Risk Assessors/Toxicologists

a. Individuals assigned as Junior Risk Assessors/Toxicologists on individual Task Orders shall have a college degree (Bachelor's or above) in toxicology, biochemistry, chemistry, environmental science/engineering, or related field from an accredited 4-year program.
b. Individuals assigned as Junior Risk Assessors/Toxicologists on individual Task Orders shall not be assigned or perform duties above their skill level.

4.8. Senior Civil Engineer or Senior Environmental Engineer

The Contractor shall propose and submit the resume for one (1) individual to fulfill the Senior Civil or Senior Environmental Engineer Key Personnel role who is responsible for assuring that all civil, environmental and geotechnical engineering support goals and/or performance objectives specified in any Task Order awarded are attained. The offeror does not need to submit an individual for each discipline, but either a Civil Engineer or Environmental Engineer.

Individuals fulfilling the duties of the Civil/Environmental Engineer for individual Task Orders can be an employee of either the prime or teaming partners,

The minimum qualifications for the Senior Civil/Environmental Engineer are:

a. The individual proposed as the Senior Civil/Environmental Engineer shall have a college degree (Bachelor's or above) in civil or environmental engineering (soil mechanics, materials or related specialty), geological engineering, or related field from an *Accreditation Board for Engineering and Technology* (ABET) accredited college or university.
b. The individual proposed as the Senior Civil/Environmental Engineer shall document professional registration.
c. The individual proposed as the Senior Civil/Environmental Engineer shall have at least 10 years' experience with HTRW and MMRP related ERS projects
d. The individual proposed as the Senior Civil/Environmental Engineer can be an employee of the prime or key teaming partners.

NOTE: Minimum qualifications for Staff and Junior Civil/Environmental Engineers assigned to individual Task Orders are (see also Schedule B Note 6 for definitions of Senior-, Staff- and Junior-level disciplines):

Staff Civil/Environmental Engineers

a. Individuals assigned as Staff Civil Engineers on individual Task Orders shall have a college degree (Bachelor's or above) in Civil/Environmental engineering (soil mechanics, materials or related specialty), geological engineering, or related field from an *Accreditation Board for Engineering and Technology* (ABET) accredited college or university.

b. Individuals assigned as Staff Civil/Environmental Engineers on individual Task Orders shall document professional registration, in their respective field, where applicable or available.
c. Individuals assigned as Staff Civil/Environmental Engineers on individual Task Orders shall have a minimum of five (5) years' specialized experience in working in ERS.
d. Individuals assigned as Staff Civil/Environmental Engineers on individual Task Orders shall have a working knowledge of applicable federal, state, and local laws, regulation, and guidance pertinent to the Task Order for which they are assigned.

Junior Civil/Environmental Engineers

a. Individuals assigned as Junior Civil/Environmental Engineers on individual Task Orders shall have a college degree (Bachelor's or above) in civil engineering (soil mechanics, materials or related specialty), geological engineering, or related field from an *Accreditation Board for Engineering and Technology* (ABET) accredited college or university.
b. Individuals assigned as Junior Civil Engineers on individual Task Orders, who have not yet obtained their professional registration, shall not be assigned or perform duties that are required to be performed by an individual possessing a professional registration, nor shall they be assigned or perform duties above their skill level.

4.9. Senior Geophysicist

The Contractor shall propose and submit the resume for one (1) individual to fulfill the Senior Geophysicist Key Personnel role who shall be responsible for geophysical survey design, dynamic data collection, cued data collection, and in developing a validation plan. The individual proposed as the Senior Geophysicist can be an employee of the prime or key teaming partners.

The minimum qualifications for the Senior Project Geophysicist are:

(1) A BS degree in geophysics, engineering geophysics, or closely related field and professional registration as a geologist/geophysicist
(2) A minimum of 10 years relevant MEC experience including a demonstrated proficiency with advanced geophysical classification methods and the theoretical and practical aspects of detecting and selecting a wide range of targets of interest (TOI)
(3) Experience in the selection and utilization of various types of geophysical instruments and ancillary components to include high-precision global positioning systems, inertial motion sensors and the software used to control and integrate the geophysical system as a whole.
(4) Shall be a member(s) of the Project Geophysicist personnel cited in the Offeror's DAGCAP accreditation.

4.10. Unexploded Ordnance Key Personnel

Proposed key personnel for providing UXO Construction and disposal Support shall meet all requirements of DDESB TP-18, Table 4.1. Any changes in key UXO Key Personnel shall be approved by the KO. Required key personnel UXO rolls are:

4.10.1. Senior UXO Supervisor (SUXOS):

The Contractor shall propose and submit the resume for one (1) individual to fulfill the SUXOS Key Personnel role who is the primary point of contact for all field work when Task Orders contain requirements for UXO.

The minimum qualifications for the SUXOS are:

a. Shall have a minimum of 13 years of UXO/EOD experience, including experience in all aspects of munitions response actions or range clearance activities.
b. Shall have a minimum of 10 years of experience in field supervision.

4.10.2. UXO Safety Officer (UXOSO)

The Contractor shall propose and submit the resume for one (1) individual to fulfill the UXOSO Key Personnel role who is the primary point of contact for all UXO safety-related field work when Task Orders contain requirements for UXO.

The minimum qualifications for the UXOSO are:

a. Shall have a minimum of 8 years of UXO/EOD experience including experience in all aspects of munitions response actions or range clearance activities.
b. Shall have a minimum of 10 years of experience in field supervision.
c. If assigned as SSHO, the candidate shall meet all the requirements of that position required by EM 385-1-1 para 01.A.17 and 33.C.02.

4.10.3. UXO Quality Control Supervisor (UXOQCS)

The Contractor shall propose and submit the resume for one (1) individual to fulfill the UXOQCS Key Personnel role who is the point of contact for all quality relating to field work when Task Orders contain requirements for UXO.

The minimum qualifications for the UXOQCS are:

a. Shall have a minimum of 8 years of UXO/EOD experience in all aspects of munitions response actions or range clearance activities.
b. Shall have a minimum of 5 years of experience in transportation, handling, and storage of munitions and commercial explosives.

NOTES:

1) The UXO Safety Officer and UXO Quality Control Supervisor may be dual hatted so long as there are no more than 15 Contractor personnel on site.

2) If the UXO Safety Officer/SHM are dual hatted, the UXO Quality Control Supervisor must be independent.

5.0. PROJECT SUPPORT

The Contractor shall prepare a project schedule for each individual Task Order. Contractor's schedules shall be compatible with Primavera or with Microsoft Project Manager as required by individual task orders. The schedule will be approved by the USACE Contracting Officer, COR or the USACE Project Manager. The status of activities in the schedule will be updated as necessary to reflect the actual status. The schedule status will be included with Progress Reports as specified in the individual Task Order.

The Progress Report shall discuss target and actual completion dates for each element of activity, including project completion, and provide an explanation of any deviation from the milestones in the Work Plan schedule. Where applicable, the Contractor shall establish and prepare a payment milestone schedule for each individual Task Order. This milestone schedule shall be approved by the KO, COR or Project Manager as identified in each individual TO.

6.0. TRAVEL AND MEETINGS

The Contractor shall perform all travel and attend all meetings necessary for completion of the work required by the Task Order s. Per Diem (lodging and MI&E expenses) shall be paid at the current Government rates in accordance with the Federal Travel Regulation (FTR) per person per calendar day spent in travel status Actual cost of transportation by public conveyance (plane, limited to coach class) shall be paid. Air travel shall (if possible) be planned in advance in order to acquire the best prices available. Privately owned vehicles shall be paid at the current Government mileage rate in accordance with the FTR.

7.0. SUBMITTALS

7.1. Conference Notes

The Contractor shall be responsible for taking notes and preparing the reports of all meetings and conferences. Conference/meeting notes shall be prepared in typed form and the original furnished to the Government (within seven (7) workdays after date of conference or as required by task order) for concurrence and distribution to all attendees. This report shall include the following items at a minimum:

a. The date and place the conference was held with a list of attendees;
b. The roster of attendees shall include name, organization, and telephone number;

c. Comments made during the conference and decisions affecting criteria changes shall be recorded in the basic conference notes; and
d. Conference notes must document any augmentation of written comments.

7.2. Annotated Comments
Written comments presented by the reviewers of the project work plans, project reports, conferences, and other similar reports shall be attached to each final submittal with the action noted. Annotated comment action shall be "A" for an Approved comment, "D" for a Disapproved comment, "W" for a comment that has been Withdrawn, and "E" for a comment that has an Exception noted. In addition, brief written responses to comments shall be added where appropriate.

7.3. Confirmation Notices
The Contractor shall be required to provide, as part of its monthly report, a record of all discussions, verbal directions, telephone conversations, and anything else discussed or participated in by the Contractor and/or his representatives on matters relative to this contract and the work. These records, entitled "Confirmation Notices" shall be numbered sequentially, fully identify participating personnel, subject discussed, and any conclusions reached. The Contractor shall forward a reproducible copy of said confirmation notices to the Government Project Manager. However, if the notice deals with a change to the TO's PWS, cost proposal, or schedule, the notice shall be emailed to the COR. The Government shall distribute confirmation notices.

7.4. Technical and Regulatory Reports
Technical and regulatory reports shall be prepared and submitted by the Contractor to the COR and USACE PM, or as designated in each T.O., for each project. All reports shall have a title page/header identifying the Contract and Task Order number; Contractor name; project name; location of project; report type; and date of submittal. The Task Order PWS will further specify the required submittals for each project. The submittal requirements may vary with the project or site. The Contractor shall provide CD ROM files for all submittals in original editable form (i.e. Microsoft Word, Excel, etc.). All native files including graphics, photographs, data acquisition, and files for geophysical quality assurance shall be included in addition to Word and Excel files. All final documents shall be provided as a bookmarked PDF file.

Neither draft nor final documents shall contain any Contractor information on the cover pages. The Contractor's name along with Contract number may be included in an inconspicuous location as the preparer of the document, but no logo or other advertising information shall be displayed in the document.

7.5. References
a. Government Printing and Binding Regulations, 1990.
b. AR 25-30, The Army Publishing Program, 27 March 2006.
c. DA PAM 25-40 Army Publishing: Action Officers Guide, 7 November 2006.

References a, b, and c prohibit the use of advertising on Government printed material. Section 13 of Reference a provides: "No Government publication or other Government printed matter, prepared or produced with either appropriated or non-appropriated funds or identified with an activity of the Government, shall contain any advertisement inserted by or for any private individual, firm, or corporation; or contain material which implies in any manner that the Government endorses or favors any specific commercial product, commodity, or service."

7.6. Partial Submittals
Partial submittals will not be accepted without prior approval from the USACE Project Manager.

7.7. Revisions and Addenda
Prior to Government approval, review comments shall be incorporated by revising and reissuing affected pages. If major revisions are necessary, the entire document shall be resubmitted. Addenda sheets may be used to make minor changes affecting only a few pages. The affected pages shall have the revision number and date of correction on the bottom right corner of the page. Any changes to the Work Plan shall be submitted under a cover sheet with a list of pages that have been revised. The revised pages the Contractor issues shall cover any additions or changes to

the plans or reports. The addendum for the Project Plan shall be issued prior to the commencement of work for that phase.

7.8. Review of Progress and Technical Adequacy

At any appropriate time, representatives of the Contracting Officer may review the progress and technical adequacy of the Contractor's work. Such review shall not relieve the Contractor from performing all contract requirements, except as may be waived by written instructions or official modification from the KO.

7.9. Distribution

The Contractor is responsible for reproduction and distribution of all documents according to the Document Submittal Register. Documents shall be mailed via regular mail, a carrier service that will provide overnight service (if necessary), or they will be faxed/emailed, as specified in each individual Task Order. The Contractor shall provide a CD ROM for all documents included in the submittal register. All work products are considered to be products of the government and distribution will be in accordance with individual Task Orders.

8.0. REGULATORY REQUIREMENTS

All site investigation, construction, monitoring, operations and maintenance activities, permits, and other environmental documents required by this SOW and each T.O. PWS shall comply with pertinent sections of the following regulations and reflect the most recent issue of the following guidance publications:

a. USACE EM 1110-35-1, "Engineering and Design – Management Guidelines for Working with Radioactive and Mixed Waste" (most current version).

b. Department of Transportation Regulations, 49 CFR Subchapters A, B, and C

c. Environmental Protection Agency (EPA) Regulations, 40 CFR Subchapter I – Solid Wastes.

d. USACE EP 415-1-266, "Construction – Resident Engineer Management Guide (REMG) for Hazardous, Toxic, and Radioactive Waste (HTRW) Projects" (most current version)

e. Department of Homeland Security, 6 CFR Part 27.

f. EPA Regulations, 40 CFR Subchapter J – Superfund, Emergency Planning, and Community Right-To-Know Programs

g. EPA Regulations, 40 CFR 300 – National Oil and Hazardous Substances Pollution Contingency Plan

h. CERCLA, 42 USC 9601 et seq.

i. RCRA 42 USC 6901 et seq.

j. Clean Air Act (CAA) 42 USC 7401 et seq.

k. Safe Drinking Water Act 42 USC 300f et seq.

l. Clean Water Act 33 USC 1251 et seq.

m. National Environmental Policy Act 42 USC 4321 et seq.

n. Toxic Substances Control Act 15 USC 2601 et seq.

o. Atomic Energy Act of 1954, as amended, 42 USC 2011 et seq.

p. USACE ER 200-1-7, "Chemical Data Management for Environmental Restoration Activities"

q. USACE EM 200-1-15, “Technical Guidance for Military Munitions Response Actions”

r. USACE ER 385-1-95, “Safety and Health Requirements for Operations and Activities Involving Munitions and Explosives of Concern.”

s. DOD Defense Environmental Restoration Program (DERP) Manual.

t. Other applicable Federal, State, installation and local environmental requirements

9.0. WASTE DISPOSAL REQUIREMENTS

The contractor shall comply with all federal, state, and local regulations with any waste stream generated at project sites. Additionally, the contractor shall follow EM 1110-35-1 and EP 415-1-266 with respect to waste disposal and transportation. The Contractor shall review and/or develop information and implement the necessary manifesting, transportation, and disposal criteria, procedures, and practices sufficient to protect personnel, the environment, and potential receptors from the chemical, physical, and/or biological hazards. All information necessary to file the Annual and/or Biennial reports for each project shall be prepared and submitted by the Contractor. The Contractor is responsible for certification of all manifests and total management of their transportation and disposal procedures including scheduling, control, and reporting. Individual Task Orders may include additional manifesting, transportation, and disposal requirements.

10.0. CERTIFICATES OF DISPOSAL, DESTRUCTION OR PLACEMENT

USACE requires the contractor to receive a Certificate of Disposal/Destruction/or Placement for all hazardous wastes, CERCLA remediation wastes, FUSRAP wastes, asbestos, PCBs, etc. from the ultimate disposal facility. The certificate must correlate to each shipment of waste to the facility. The contractor shall submit the certificates to the USACE PM or COR, as designated in each T.O., for placement in the project/site file.

11.0. TRAINING

The Contractor’s on-site personnel, both prime and subcontractor, shall be trained in accordance with the work required under each Task Order, which may include but is not limited to the following:

- Hazardous Waste Management Training in accordance with 40 CFR 262.34 and 40 CFR 265.16 and meeting the requirements of OSHA, 29 CFR 1910.120
- the Department of Transportation (DOT) 49 CFR 172.400, Subpart H
- Asbestos Abatement Training Requirements in EP 415-1-266, Section 5-4
- Lead Hazard Control (Abatement) Training Requirements in EP 415-1-266, Section 5-5

12.0. PHYSICAL SECURITY

The Contractor shall provide site security (e.g. fencing or guard service) as required by individual Task Order. However, at a minimum, the Contractor shall maintain the site and all other Contractor controlled areas in such a manner as to minimize the risk of injury or accident to site personnel or others who may be in the area. Work on or near roadways shall be carefully and clearly marked with lights and barricades meeting State and local regulations or, where such regulations are not applicable, deemed adequate by the COR to minimize the risk of an accident.

Open excavations that pose a danger to site personnel or others shall be fenced to prevent accidental entry. Side slopes of excavations shall be shored or left at a safe angle of repose as defined by OSHA 1926.650-652 and EM 385-1-1, Section 25.

All equipment, when not in operation, shall be left in a safe manner (e.g., wheels blocked and buckets on the ground). Near residential areas where there may be children, special consideration shall be given to site security/safety needs.

When work is performed at a military installation the Contractor shall comply with all security requirements of that installation. Delays in gaining access to a facility shall not be a valid basis for delay charges. Access to an active military installation will require the ATO/OPSEC Officer of that installation to review the contract coversheet before access is granted.

When work is performed at a military installation, the Contractor shall comply with all security requirements of that installation. In accordance with Engineering Regulation, ER 380-1-18 (http://www.usace.army.mil/inet/usace-docs/eng-regs/er.htm), Section 4, foreign nationals who work on USACE contracts or Task Orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/ Task Order. This regulation includes subcontractor employees. The contractor shall submit to the Tulsa District Contracting Officer the names of all foreign nationals proposed for performance under this contract/ Task Order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work in the U.S.

13.0. ANTITERRORISM AND OPERATIONS SECURITY REQUIREMENTS

The Contractor shall be responsible for ensuring all personnel, to include sub-contractor personnel, comply with the training requirements and procedures identified on the document titled ***"Antiterrorism/Operations Security Requirements"*** in Section H, *Special Contract Requirements*. When items for which training is identified, the Contractor shall ensure that all personnel complete acknowledgement for the specified training; the Contractor is responsible for ensuring all training acknowledgments, when applicable, are submitted to the COR or Contracting Officer within 10 calendar days of contract award (or NTP for construction contracts). In no event shall any contractor or sub-contractor personnel be onsite prior to completion of any applicable training and submission of training verification. Training materials and verification forms will be provided by the Contracting Officer upon written request.

14.0. SEARCH AND SEIZURE, AND SECURITY INSPECTIONS

The Contractor personnel and property, both prime and subcontractor, shall be subject to search and seizure upon entering the installation, while on the installation, and upon leaving the installation. The Contractor shall be subject to announced and unannounced security inspections conducted by Physical Security, AIS Security, Industrial Security, etc. Inspection reports shall be provided through the COR to the Contractor for action. The Contractor shall provide access to Government owned facilities that the Contractor operates for observation or inspection by any Government agency or individual authorized access by the Installation Commander or KO. Government personnel or contractors will not interfere with the Contractor's performance.

15.0. CONFIDENTIALITY

15.1. Government Furnished Materials/Information

All government furnished materials (GFM) or government furnished information (GFI), including but not limited to, documents and information provided to the Contractor shall be considered privileged information of the United States. All documents, data, and any form of information generated under this contract shall remain the exclusive property of the government. All rights or copyrights to contract products will be in compliance with FAR 52.227-17 Rights in Data – Special Works. The Contractor shall not release or allow access to GFM, or documents/data/information generated under this contract outside of the Government as designated by the CO. All requests for the release of information shall be referred by the Contractor to the CO. Any breach in security, intentional or unintentional, shall be immediately reported to the CO.

15.2. Publicity & Sponsorship Credit

Except with prior approval from the Contracting Officer, neither the Contractor nor any of his/her employees or subcontractors or subcontractor employees shall release for publication or any other use (including student thesis or professional journals) any sketch, photograph, report, or other material of any nature pertaining to any matters for which services are performed under the terms of this contract. The provisions of this paragraph shall extend also to the release of any such material to any person, including the public media and the professional community, and the presentation of work to professional societies, Indian Tribes, or other groups without the express written approval of the Contracting Officer. If approval is given to release reports or other materials dealing with work sponsored by the government, the Contractor, and/or his/her employees and/or consultants, the released work shall contain credit that the

work was performed under this contract with the USACE and give the contract number. If a Contractor or other logo is included, a government logo (USACE, or their client) of greater size with identifying wording shall be included on the same page/s.

16.0. SERVICES CONTRACT MANPOWER REPORTING

In accordance with FAR 4.1703, Section 743(a)(3) of Division C of Public Law 111-117, Office of Federal Procurement Policy (OFPP) and the Revised Department of Defense Contractor Manpower Reporting Initiative, the contractor shall report required information for Services Contracts meeting specific thresholds and that are within four (4) prescribed Product Service Codes (PSCs). Contractors must log into their SAM profile accounts at www.SAM.gov to perform the contract reporting (also reference the SAM Quick Start Guide for Service Contract Reporting).

SAM receives contract information from FPDS-NG and will enable reporting for entities with contracts that meet the required reporting thresholds and will auto-populate much of the required information for reporting. After logging into the SAM account, the Contractor will select 'Entity Registration' and then select 'Service Contract Reporting'. SAM will display the entities which have service contracts and meet the reporting criteria. Next, select 'View by Entity' to see the service contracts for each entity, then select 'Add' for the service contract against which a Service Contract Report is to be created. The Contractor will then be taken automatically to the Complete Service Contract Report page. SAM automatically retrieves and displays the contract information.

The required information to be entered is:

a. **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).

b. **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 to calculate a Full Time Employee (FTE) equivalent, displayed under the Prime Contractor Hours Expended as a Prime Contractor FTEs.

c. Tier 1 Subcontractor Information: Report any required Tier 1 subcontractor information by selecting the 'Add Tier 1 Subcontract Information' button.

Click 'Submit' once the report is completed. This saves the report and returns the user to the 'Select Service Contract' page where another report can be created, or an existing report can be edited.

Any previously completed report can be edited as frequently as necessary until the end of the reporting period by selecting 'View/Edit' for the selected report.

17.0. SUSTAINABILITY REQUIREMENTS

Sustainability requirements will be included on a Task Order basis.

***** End of Section C SOW *****

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY FULL TEXT

52.242-15 STOP-WORK ORDER (AUG 1989)

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

(1) Cancel the stop-work order; or

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

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

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

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

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

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

(End of clause)

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

52.216-32 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (SEPT 2019)

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract.

COL Robert J Miceli, Deputy Director of Contracting
US Army Corps of Engineers
441 G Street NW
Washington, D.C. 20314-1000
(202) 761-4707
Robert.J.Miceli@usace.army.mil

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

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

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

(b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

INVOICES AND CONTRACT PAYMENTS

a. INVOICES:

Invoices for payment shall be submitted upon completion of tasks as outlined in the negotiated Payment Schedule of this contract. Invoices shall be submitted to:

One copy each of invoice WITH all required information including any necessary supporting documentation:

The address identified in Block 6 of the DD Form 1155, "Order for Supplies or Services", or as directed in individual task orders.

b. CONTRACT PAYMENTS

The Government shall pay the Contractor upon submission of proper invoices for services delivered and accepted for the portion of the work actually performed under the contract. Payment shall be made as indicated in the contract's Payment Schedule, not on percentage of completion. Deliverables as defined in the Payment Schedule of the contract must be accepted by the Government before payment will be made.

(End of special contract requirement)

Section H - Special Contract Requirements

CONTRACTOR MANPOWER REPORTING
CONTRACTOR MANPOWER REPORTING.

In accordance with FAR 4.1703, Section 743(a)(3) of Division C of Public Law 111-117, Office of Federal Procurement Policy (OFPP) and the Revised Department of Defense Contractor Manpower Reporting Initiative, the contractor shall report required information for Services Contracts meeting specific thresholds and that are within four (4) prescribed Product Service Codes (PSCs). Contractors must log into their SAM profile accounts at www.SAM.gov to perform the contract reporting (also reference the SAM Quick Start Guide for Service Contract Reporting).

SAM receives contract information from FPDS-NG and will enable reporting for entities with contracts that meet the required reporting thresholds and will auto-populate much of the required information for reporting. After logging into the SAM account, the Contractor will select 'Entity Registration' and then select 'Service Contract Reporting'. SAM will display the entities which have service contracts and meet the reporting criteria. Next, select 'View by Entity' to see the service contracts for each entity, then select 'Add' for the service contract against which a Service Contract Report is to be created. The Contractor will then be taken automatically to the Complete Service Contract Report page. SAM automatically retrieves and displays the contract information.

The required information to be entered is:

a. **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).

b. **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 to calculate a Full Time Employee (FTE) equivalent, displayed under the Prime Contractor Hours Expended as a Prime Contractor FTEs.

c. Tier 1 Subcontractor Information: Report any required Tier 1 subcontractor information by selecting the 'Add Tier 1 Subcontract Information' button.

Click 'Submit' once the report is completed. This saves the report and returns the user to the 'Select Service Contract' page where another report can be created, or an existing report can be edited.

Any previously completed report can be edited as frequently as necessary until the end of the reporting period by selecting 'View/Edit' for the selected report.

Reporting must be completed annually by October 31 for each services performed under applicable services contracts during the preceding Government fiscal year (October 1-September 30).

CLAUSES INCORPORATED BY FULL TEXT

ANTITERRORISM/OPERATIONS SECURITY REQUIREMENTS, Jun 2015

The Contractor shall comply with the following requirements marked with an "**X**".

X	**1. AT Level I Training.** This provision/contract text is for contractor employees with an area of performance within an Army controlled installation, facility or area. Proposed language: "All contractor employees, to include subcontractor employees, requiring access to Army installations, facilities, controlled access areas, or require network access, 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. Upon request, 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/atl1/launch.html; or it can be provided by the RA ATO in presentation form which will be documented via memorandum."
X	**2. Access and General Protection/Security Policy and Procedures.** This standard language text is for contractor employees with an area of performance within an Army controlled installation, facility or area. Proposed language: "All contractor and all associated sub-contractors 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."
X	**2a. 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."
X	**2b. For contractors who do not require CAC, but require access to a DoD facility or installation.** Proposed language: Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05 / AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative, as NCIC and TSDB are available), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.
	3. AT Awareness Training for Contractor Personnel Traveling Overseas. This standard language text required US based contractor employees and associated sub-contractor employees to make available and to receive government provided area of responsibility (AOR) specific AT awareness training as directed by AR 525-13 (Antiterrorism). Specific AOR training content is directed by the combatant commander with the unit ATO being the local point of contact. Proposed language: "All US based contractor employees and associated sub-contractor employees traveling overseas will receive the government provided AOR specific AT awareness training. The documentation of training completion must be provided to the COR prior to departure."
X	**4. Suspicious Activity Reporting Training (e.g. iWATCH, CorpsWatch, or See Something, Say Something).** This standard language is for contractor employees with an area of performance within an Army controlled installation, facility or area. Proposed language: "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 and within 30 calendar days of new employees commencing performance 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. This standard language text is for contractor employees with access to government info system. Proposed language: "All contractor employees with access to a government info system must be registered in the Army Training Certification Tracking System (ATCTS) at commencement of services, and must successfully complete the

	DOD information Assurance Awareness prior to access to the information systems and then annually thereafter in accordance with personnel security standards listed in AR 25-2 (Information Assurance), an appropriate background investigation will be conducted prior to accessing the government information systems."
X	**6. For Contracts that Require an OPSEC Standing Operating Procedure/Plan.** This standard language text is for contractor employees with an area of performance for classified contracts or if the contract employee has access or responsibility to protect critical information. The Contractor, in collaboration with RA OPSEC Officer, shall develop an OPSEC Standard Operating Procedure (SOP)/Plan within 90 calendar days of contract award per AR 530-1 (Operations Security). Proposed language: "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."
X	**7. For Contracts that Require OPSEC Training.** Per AR 530-1, (Operations Security) contractor employees must complete Level I OPSEC Training within 30 calendar days of contract award. Proposed language: "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: https://www.iad.gov/ioss/ or http://www.cdse.edu/catalog/operations-security.html; or it can be provided by the RA OPSEC Officer in presentation form which will be documented via memorandum."
X	**8. For Information assurance (IA)/information technology (IT) training.** This standard language text is for contract employees who need network access and/or working IA/IT functions. Proposed language: "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 DoDD 8570.01, DoD 8570.01-M and AR 25-2 within six months of employment."
X	**9. For information assurance (IA)/information technology (IT) certification.** Per DoD 8570.01-M , DFARS 252.239.7001 and AR 25-2, the contractor employees supporting IA/IT functions shall be appropriately certified upon contract award. The baseline certification as stipulated in DoD 8570.01-M must be completed upon contract award. Proposed language: "All contractor employees supporting IA/IT functions shall be appropriately certified upon contract IAW DoD 8570.01-M, DFARS 252.239-7001 and AR 25-2. The baseline certification as stipulated in DoD 8570.01-M must be completed upon contract award."
X	**10. For Contractors Authorized to Accompany the Force.** DFARS Clause 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States. The clause shall be used in solicitations and contracts that authorize contractor personnel to accompany US Armed Forces deployed outside the US in contingency operations; humanitarian or peacekeeping operations; or other military operations or exercises, when designated by the combatant commander. Proposed language: "All contractor employees shall ensure the following AT/OPSEC requirements are met prior to deploying personnel authorized to accompany U.S. Armed Forces outside the United States; to include compliance with laws, regulations, pre-deployment requirements, and required training in accordance with combatant command guidance."
	11. For Contracts Requiring Performance or Delivery in a Foreign Country. DFARS Clause 252.225-7043, Antiterrorism/Force Protection for Defense Contractors Outside the US. The clause shall be used in solicitations and contracts that require performance or delivery in a foreign country. This clause applies to both contingencies and non-contingency support. Proposed language: "All non-local contracting personnel will comply with theater clearance requirements and allows the combatant commander to exercise oversight to ensure the contractor's compliance with combatant commander and subordinate task force commander policies and directives."
	12. For Contracts That Require Handling or Access to Classified Information. This clause involves access to classified information, i.e. “Confidential,” “Secret,” or “Top Secret”. Proposed language: "Contractor shall comply with AR 380-67 (Personnel Security Program) and Homeland Security Presidential Directive 12 (Policy for a Common Identification Standard for Federal Employees and Contractors) as well

	as FAR 52.204-2, Security Requirements. Additionally, Contractors must comply with - (1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M); any revisions to DOD 5220.22-M, notice of which has been furnished to the contractor. For classified contracts, the DD Form 254 will be attached with the contract."
X	**13. Will be escorted in areas where they may be exposed to classified and/or sensitive materials and/or sensitive or restricted areas.** The contractor will coordinate with the COR and/or the facility security office for access when required. (Use when security clearances are not required, i.e. facility repair or construction). Proposed language: "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."
	14. (FOR CLASSIFIED CONTRACTS ONLY) Contractor Company to obtain a Facility Clearance and individual clearances at the appropriate level. Proposed language: "The Prime Contractor Company must have a Facility Clearance (FCL) at the appropriate level (IAW the NISPOM DOD 5220.22-M and AR 380-49) prior to the start of the contract awarded period of performance. Contractor personnel performing work under this contract must have the required security clearance, per AR 380-67, at the appropriate level at the start of the period of performance. Security Clearances and FCL requirements are required to be maintained for the life of the contract IAW the DD Form 254 attached to the contract. If no FCL, the supporting Government Contracting Activity will sponsor the prime contract company in obtaining the FCL."
X	**15. Pre-screen candidates using E-Verify Program.** Proposed language: "The Contractor must pre-screen Candidates using the E-verify Program (http://www.uscis.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 enrollment 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.
	16. For contract requiring armed security guards. This standard language text is for contractor employees with an area of performance within an Army controlled installation, facility or area. The Physical Security Officer must or will review the PWS/SOW with the Contracting Officer (KO) for accuracy and completeness of AR 190-11 requirements. Proposed language: "All contractor and all associated sub-contractors employees shall comply with applicable installation, facility and area commander installation/facility policies and procedures on storing weapons and ammunition IAW AR 190-11 (provided by government representative)."
	17. Threat Awareness Reporting Program. For all contractors with security clearances. Per AR 381-12 Threat Awareness and Reporting Program (TARP), contractor employees must receive annual TARP training by a CI agent or other trainer as specified in 2-4b. Proposed language: "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 webbased TARP training for CAC card holders is available at the following website: https://www.us.army.mil/suite/page/655474

(END OF ANTITERRORISM/OPERATIONS SECURITY REQUIREMENTS)

CLAUSES INCORPORATED BY REFERENCE

52.210-1	Market Research	JUN 2020

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (JUN 2020)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless--

(a) The solicitation, or amended solicitation, provides a different definition;

(b) The contracting parties agree to a different definition;

(c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning;

(d) The word or term is defined in FAR part 31, for use in the cost principles and procedures; or

(e) The word or term defines an acquisition-related threshold, and if the threshold is adjusted for inflation as set forth in FAR 1.109(a), then the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment; see FAR 1.109(d).

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

(End of Clause)

52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) 41 U.S.C. chapter 87, Kickbacks, prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause

may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Attorney General.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c)(5) but excepting paragraph (c)(1) of this clause, in all subcontracts under this contract that exceed the threshold specified in Federal Acquisition Regulation 3.502-2(i) on the date of subcontract award.

(End of Clause)

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)

(a) If the Government receives information that a contractor or a person has violated 41 U.S.C. 2102-2104, Restrictions on Obtaining and Disclosing Certain Information, the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct violates 41 U.S.C. 2102 for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct punishable under 41 U.S.C. 2105(a).

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of 41 U.S.C. 2102 or 2103, as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the statute by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)

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

Agency means executive agency as defined in Federal Acquisition Regulation (FAR) 2.101.

Covered Federal action means any of the following actions:

(1) Awarding any Federal contract.

(2) Making any Federal grant.

(3) Making any Federal loan.

(4) Entering into any cooperative agreement.

(5) Extending, continuing, renewing, amending, or modifying any Federal contract, grant, loan, or cooperative agreement.

Indian tribe and tribal organization have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b) and include Alaskan Natives.

Influencing or attempting to influence means making, with the intent to influence, any communication to or appearance before 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 in connection with any covered Federal action.

Local government means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

Officer or employee of an agency includes the following individuals who are employed by an agency:

(1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.

(2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.

(3) A special Government employee, as defined in section 202, Title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

Person means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

Reasonable compensation means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

Reasonable payment means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

Recipient includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year

immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

State means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition. 31 U.S.C. 1352 prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay 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 in connection with any covered Federal actions. In accordance with 31 U.S.C. 1352, the Contractor shall not use appropriated funds to pay 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 in connection with the award of this contractor the extension, continuation, renewal, amendment, or modification of this contract.

(1) The term appropriated funds does not include profit or fee from a covered Federal action.

(2) To the extent the Contractor can demonstrate that the Contractor has sufficient monies, other than Federal appropriated funds, the Government will assume that these other monies were spent for any influencing activities that would be unallowable if paid for with Federal appropriated funds.

(c) Exceptions. The prohibition in paragraph (b) of this clause does not apply under the following conditions:

(1) Agency and legislative liaison by Contractor employees.

(i) Payment of reasonable compensation made to an officer or employee of the Contractor if the payment is for agency and legislative liaison activities not directly related to this contract. For purposes of this paragraph, providing any information specifically requested by an agency or Congress is permitted at any time.

(ii) Participating with an agency in discussions that are not related to a specific solicitation for any covered Federal action, but that concern--

(A) The qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities; or

(B) The application or adaptation of the person's products or services for an agency's use.

(iii) Providing prior to formal solicitation of any covered Federal action any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(iv) Participating in technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(v) Making capability presentations prior to formal solicitation of any covered Federal action by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub.L. 95-507, and subsequent amendments.

(2) Professional and technical services. (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(iii) As used in paragraph (c)(2) of this clause, ``professional and technical services'' are limited to advice and analysis directly applying any professional or technical discipline (for examples, see FAR 3.803(a)(2)(iii)).

(iv) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(3) Only those communications and services expressly authorized by paragraphs (c)(1) and (2) of this clause are permitted.

(d) Disclosure. (1) If the Contractor did not submit OMB Standard Form LLL, Disclosure of Lobbying Activities, with its offer, but registrants under the Lobbying Disclosure Act of 1995 have subsequently made a lobbying contact on behalf of the Contractor with respect to this contract, the Contractor shall complete and submit OMB Standard Form LLL to provide the name of the lobbying registrants, including the individuals performing the services.

(2) If the Contractor did submit OMB Standard Form LLL disclosure pursuant to paragraph (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, and a change occurs that affects Block 10 of the OMB Standard Form LLL (name and address of lobbying registrant or individuals performing services), the Contractor shall, at the end of the calendar quarter in which the change occurs, submit to the Contracting Officer within 30 days an updated disclosure using OMB Standard Form LLL.

(e) Penalties. (1) Any person who makes an expenditure prohibited under paragraph (b) of this clause or who fails to file or amend the disclosure to be filed or amended by paragraph (d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C.1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(g) Subcontracts.

(1) The Contractor shall obtain a declaration, including the certification and disclosure in paragraphs (c) and (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a subcontract under this contract that exceeds the threshold specified in FAR 3.808 on the date of subcontract award. The Contractor or subcontractor that awards the subcontract shall retain the declaration.

(2) A copy of each subcontractor disclosure form (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall, at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor, submit to the Contracting Officer within 30 days a copy of all disclosures. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(3) The Contractor shall include the substance of this clause, including this paragraph (g), in any subcontract that exceeds the threshold specified in FAR 3.808 on the date of subcontract award.

(End of clause)

52.203-16 Preventing Personal Conflicts of Interest (JUN 2020)

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

Acquisition function closely associated with inherently governmental functions means supporting or providing advice or recommendations with regard to the following activities of a Federal agency:

(1) Planning acquisitions.

(2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.

(3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.

(4) Evaluating contract proposals.

(5) Awarding Government contracts.

(6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).

(7) Terminating contracts.

(8) Determining whether contract costs are reasonable, allocable, and allowable.

Covered employee means an individual who performs an acquisition function closely associated with inherently governmental functions and is--

(1) An employee of the contractor; or

(2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures.

Non-public information means any Government or third-party information that--

(1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or

(2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

Personal conflict of interest means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially and in the best interest of the Government when performing under the contract. (A de minimis interest that would not "impair the employee's ability to act impartially and in the best interest of the Government" is not covered under this definition.)

(1) Among the sources of personal conflicts of interest are--

(i) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household;

(ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and

(iii) Gifts, including travel.

(2) For example, financial interests referred to in paragraph (1) of this definition may arise from--

(i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;

(ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);

(iii) Services provided in exchange for honorariums or travel expense reimbursements;

(iv) Research funding or other forms of research support;

(v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);

(vi) Real estate investments;

(vii) Patents, copyrights, and other intellectual property interests; or

(viii) Business ownership and investment interests.

(b) Requirements. The Contractor shall--

(1) Have procedures in place to screen covered employees for potential personal conflicts of interest, by--

(i) Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:

(A) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household.

(B) Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business).

(C) Gifts, including travel; and

(ii) Requiring each covered employee to update the disclosure statement whenever the employee's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.

(2) For each covered employee--

(i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;

(ii) Prohibit use of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a Government contract.

(3) Inform covered employees of their obligation--

(i) To disclose and prevent personal conflicts of interest;

(ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and

(iii) To avoid even the appearance of personal conflicts of interest;

(4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;

(5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and

(6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include--

(i) Failure by a covered employee to disclose a personal conflict of interest;

(ii) Use by a covered employee of non-public information accessed through performance of a Government contract for personal
gain; and

(iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.

(c) Mitigation or waiver. (1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for--

(i) Agreement to a plan to mitigate the personal conflict of interest; or

(ii) A waiver of the requirement.

(2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.

(3) The Contractor shall--

(i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or

(ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts--

(1) That exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award; and

(2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).

(End of clause)

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and Federal Acquisition Regulation (FAR) 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in FAR 3.908.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.204-2 SECURITY REQUIREMENTS (AUG 1996)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M); and (2) any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)

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

Postconsumer fiber means—

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

(b) The Contractor is required to submit paper documents, such as offers, letters, or reports that are printed or copied double-sided on paper containing at least 30 percent postconsumer fiber, whenever practicable, when not using electronic commerce methods to submit information or data to the Government.

(End of clause)

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

(1) When no longer needed for contract performance.

(2) Upon completion of the Contractor employee's employment.

(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor`s employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)

(a) Definitions. As used in this clause:

Executive means officers, managing partners, or any other employees in management positions.

First-tier subcontract means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

Month of award means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(5) Above-market earnings on deferred compensation which is not tax-qualified.

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause requires the disclosure of classified information.

(d)(1) Executive compensation of the prime contractor. As a part of its annual registration requirement in the System for Award Management (SAM) (Federal Acquisition Regulation FAR provision 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

(2) First-tier subcontract information. Unless otherwise directed by the Contracting Officer, or as provided in paragraph (g) of this clause, by the end of the month following the month of award of a first-tier subcontract valued at or above the threshold specified in FAR 4.1403(a) on the date of subcontract award, the Contractor shall report the following information at http://www.fsrs.gov for that first-tier subcontract. (The Contractor shall follow the instructions at http://www.fsrs.gov to report the data.)

(i) Unique entity identifier for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(3) Executive compensation of the first-tier subcontractor. Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract valued at or above the threshold specified in FAR 4.1403(a) on the date of subcontract award, and annually thereafter calculated from the prime

contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at http://www.fsrs.gov, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if thepublic has access to the compensation information, see the U.S. Security and Exchange Commission
total compensation filings at http://www.sec.gov/answers/execomp.htm.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value below the threshold specified in FAR 4.1403(a), on the date of subcontract award, to avoid the reporting requirements in paragraph (d) of this clause.

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g)(1) If the Contractor in the previous tax year had gross income, from all sources, under $300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under $300,000, the Contractor does not need to report awards for that subcontractor.

(h) The FSRS database at http://www.fsrs.gov will be prepopulated with some information from SAM and the FPDS database. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM information is incorrect, the contractor is responsible for correcting this information.

(End of clause)

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

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

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 (SAM) 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 Contractor 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 Contractor has completed the Core, Assertions, 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 Contractor 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".

System for Award Management (SAM) means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes—

(1) Data collected from prospective Federal awardees required for the conduct of business with the Government;

(2) Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and

(3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

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) If the solicitation for this contract contained the provision 52.204-7 with its Alternate I, and the Contractor was unable to register prior to award, the Contractor shall be registered in SAM within 30 days after award or before three days prior to submission of the first invoice, whichever occurs first.

(c) The Contractor shall maintain registration in SAM during contract performance and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement. The Contractor is responsible for the currency, accuracy and completeness of the data within SAM, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in SAM after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in SAM to ensure it is current, accurate and complete. Updating information in SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(d)(1)(i) If a Contractor has legally changed its business name or ``doing business as" name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to--

(A) Change the name in SAM;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (d)(1)(i) of this clause, or fails to perform the agreement at paragraph (d)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor

indicated in the contract will be considered to be incorrect information within the meaning of the ``Suspension of Payment'' paragraph of the electronic funds transfer (EFT) clause of this contract.

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

(3) The Contractor shall ensure that the unique entity identifier is maintained with the entity designated at www.sam.gov for establishment of the unique entity identifier throughout the life of the contract. The Contractor shall communicate any change to the unique entity identifier to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the unique entity identifier does not necessarily require a novation be accomplished.

(e) Contractors may obtain additional information on registration and annual confirmation requirements at https://www.sam.gov.

(End of clause)

52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (OCT 2016)

(a) Definition. First-tier subcontract means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

(b) The Contractor shall report, in accordance with paragraphs (c) and (d) of this clause, annually by October 31, for services performed during the preceding Government fiscal year (October 1-September 30) under this contract for orders that exceed the thresholds established in 4.1703(a)(2).

(c) The Contractor shall report the following information:

(1) Contract number and order number.

(2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the order.

(3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.

(4) Data reported by subcontractors under paragraph (f) of this clause.

(d) The information required in paragraph (c) of this clause shall be submitted via the internet at www.sam.gov. (See SAM User Guide). If the Contractor fails to submit the report in a timely manner, the Contracting Officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractor's failure to comply with the reporting requirements a part of the Contractor's performance information under FAR subpart 42.15.

(e) Agencies will review Contractor reported information for reasonableness and consistency with available contract information. In the event the agency believes that revisions to the Contractor reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report, or document its rationale for the agency.

(f)(1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in 4.1703(a)(2), to provide the following detailed information to the Contractor in sufficient time to submit the report:

(i) Subcontract number (including subcontractor name and unique entity identifier), and

(ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.

(2) The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

(End of clause)

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)

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

Commercial and Government Entity (CAGE) code means--

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

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

(b) Contractors shall ensure that the CAGE code is maintained throughout the life of the contract for each location of contract, including subcontract, performance. For contractors registered in the System for Award Management (SAM), the DLA Commercial and Government Entity (CAGE) Branch shall only modify data received from SAM in the CAGE master file if the contractor initiates those changes via update of its SAM registration. Contractors undergoing a novation or change-of-name agreement shall notify the contracting officer in accordance with subpart 42.12. The contractor shall communicate any change to the CAGE code to the contracting officer within 30 days after the change, so that a modification can be issued to update the CAGE code on the contract.

(c) Contractors located in the United States or its outlying areas that are not registered in SAM shall submit written change requests to the DLA Commercial and Government Entity (CAGE) Branch. Requests for changes shall be provided at https://cage.dla.mil. Change requests to the CAGE master file are accepted from the entity identified by the code.

(d) Contractors located outside the United States and its outlying areas that are not registered in SAM shall contact the appropriate National Codification Bureau (points of contact available at http://www.nato.int/structur/AC/135/main/links/contacts.htm) or NSPA at https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx to request CAGE changes.

(e) Additional guidance for maintaining CAGE codes is available at https://cage.dla.mil.

(f) If the contract includes Federal Acquisition Regulation clause 52.204-2, Security Requirements, the contractor shall ensure that subcontractors maintain their CAGE code(s) throughout the life of the contract.

(End of Clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of clause)

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

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

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to
organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new
releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information
system.

(End of clause)

52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018)

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

Covered article means any hardware, software, or service that--

(1) Is developed or provided by a covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a covered entity.

Covered entity means--

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab;

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

(b) Prohibition. Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any covered article. The Contractor is prohibited from--

(1) Providing any covered article that the Government will use on or after October 1, 2018; and

(2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) Reporting requirement.

(1) In the event the Contractor identifies a covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

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

(i) Within 1 business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial items.

(End of clause)

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

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

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

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

Covered telecommunications equipment or services means--

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

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

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

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

Critical technology means--

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

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

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

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

(d) Reporting requirement.

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

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

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

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

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

(End of clause)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020)

(a) Definition. Commercially available off-the-shelf (COTS) item, as used in this clause--

(1) Means any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition in Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

(b) The Government suspends or debars Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of the threshold specified in FAR 9.405-2(b) on the date of subcontract award, with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed the threshold specified in FAR 9.405-2(b) on the date of subcontract award, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(e) Subcontracts. Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that--

(1) Exceeds the threshold specified in FAR 9.405-2(b) on the date of subcontract award; and

(2) Is not a subcontract for commercially available off-the-shelf items.

(End of clause)

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management Management via https://www.sam.gov.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

52.209-10 Prohibition on Contracting With Inverted Domestic Corporations. (NOV 2015)

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

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).

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.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-2.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

(End of clause)

52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 2020)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Certified cost or pricing data. If the Contractor has been required to submit certified cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the certified cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

(1) The proposal for the contract, subcontract, or modification;

(2) The discussions conducted on the proposal(s), including those related to negotiating;

(3) Pricing of the contract, subcontract, or modification; or

(4) Performance of the contract, subcontract or modification.

(d) Comptroller General. (1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract or a subcontract hereunder and to interview any current employee regarding such transactions.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, and--

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which certified cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

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52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

(a) The Schedule (excluding the specifications).

(b) Representations and other instructions.

(c) Contract clauses.

(d) Other documents, exhibits, and attachments.

(e) The specifications.

(End of clause)

52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011)

(a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because--

(1) The Contractor or a subcontractor furnished certified cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) A subcontractor or prospective subcontractor furnished the Contractor certified cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective certified cost or pricing data.

(1) The actual subcontract; or

(2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(c)(1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current certified cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the certified cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the certified cost or pricing data were available before the “as of” date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

(A) The understated data were known by the Contractor to be understated before the “as of” date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the “as of” date specified on its Certificate of Current Cost or Pricing Data.

(d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--

(1) Interest compounded daily, as required by 26 U.S.C. 6622, on the amount of such overpayment to be computed from the date(s)of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted certified cost or pricing data that were incomplete, inaccurate, or noncurrent.

(End of clause)

52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020)

(a) Before awarding any subcontract expected to exceed the threshold for submission of certified cost or pricing data in Federal Acquisition Regulation (FAR) 15.403-4(a)(1), on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data in FAR 15.403-4(a)(1), the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractor's estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-1(b) applies. If the threshold for submission of certified cost or pricing data specified in FAR 15.403-4(a)(1) is adjusted for inflation as set forth in FAR 1.109(a), then pursuant to FAR 1.109(d) the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that, when entered into, exceeds the threshold for submission of certified cost or pricing data in FAR 15.403-4(a)(1), the Contractor shall insert either--

(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of certified cost or pricing data for the subcontract; or

(2) The substance of the clause at FAR 52.215-13, Subcontractor Certified Cost or Pricing Data--Modifications.

(End of Clause)

52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)

(a) The Contractor shall promptly notify the Contracting Officer in writing when it determines that it will terminate a defined-benefit pension plan or otherwise recapture such pension fund assets.

(b) For segment closings, pension plan terminations, or curtailment of benefits, the amount of the adjustment shall be--

(1) For contracts and subcontracts that are subject to full coverage under the Cost Accounting Standards (CAS) Board rules and regulations (48 CFR Chapter 99), the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12); and

(2) For contracts and subcontracts that are not subject to full coverage under the CAS, the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12), except the numerator of the fraction at 48 CFR 9904.413-50(c)(12)(vi) shall be the sum of the pension plan costs allocated to all non-CAS covered contracts and subcontracts that are subject to Federal Acquisition Regulation (FAR) Subpart 31.2 or for which certified cost or pricing data were submitted.

(c) For all other situations where assets revert to the Contractor, or such assets are constructively received by it for any reason, the Contractor shall, at the Government's option, make a refund or give a credit to the Government for its equitable share of the gross amount withdrawn. The Government's equitable share shall reflect the Government's participation in pension costs through those contracts for which certified cost or pricing data were submitted or that are subject to FAR Subpart 31.2.

(d) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(g).

(End of clause)

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52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)

(a) The Contractor shall promptly notify the Contracting Officer in writing when the Contractor determines that it will terminate or reduce the benefits of a PRB plan.

(b) If PRB fund assets revert or inure to the Contractor, or are constructively received by it under a plan termination or otherwise, the Contractor shall make a refund or give a credit to the Government for its equitable share as required by 31.205-6(o)(5) of the Federal Acquisition Regulation (FAR). When determining or agreeing on the method for recovery of the Government's equitable share, the contracting parties should consider the following methods: cost reduction, amortizing the credit over a number of years (with appropriate interest), cash refund, or some other agreed upon method. Should the parties be unable to agree on the method for recovery of the Government's equitable share, through good faith negotiations, the Contracting Officer shall designate the method of recovery.

(c) The Contractor shall insert the substance of this clause in all subcontracts that meet the applicability requirements of FAR 15.408(j).

(End of clause)

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52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA -- MODIFICATIONS (JUN 2020)

(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth in Federal Acquisition Regulation (FAR) 15.403-4(a)(1) on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in paragraphs (a)(1)(i) and (ii) of this clause. If the threshold for submission of certified cost or pricing data specified in FAR 15.403-4(a)(1) is adjusted for inflation as set forth in FAR 1.109(a), then pursuant to FAR 1.109(d) the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If--

(1) The original contract or subcontract was granted an exception from certified cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation , access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the Contractor is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The Contractor shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

52.216-18 ORDERING. (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **date of contract award** through **the last day of performance of any task order issued IAW the Ordering Clause**.

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

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

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

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

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

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

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

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

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **$3,500.00**, 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 **$100,000,000.00**;

(2) Any order for a combination of items in excess of **$100,000,000.00**; or

(3) A series of orders from the same ordering office within **30** calendar 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 **the last day of performance under any task order issued in accordance with the ordering clause**.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **30 calendar days before the expiration date of the contract**.

(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 calendar days before the expiration date of the contract**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **30 calendar** 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 and 6 months provided clause 52.217-8 is exercised**.

(End of clause)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (DEVIATION 2020-O0008) (MAR 2020)
(a) Definitions. As used in this clause—
“HUBZone small business concern” means a small business concern, certified by the Small Business Administration (SBA), that appears on the List of Qualified HUBZone Small Business Concerns maintained by the SBA (13 CFR 126.103).
“Similarly situated entity” means a first-tier subcontractor, including an independent contractor, that—

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and
(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.
(b) Evaluation preference.
(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—
(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and
(ii) Otherwise successful offers from small business concerns.
(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.
(3) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.
(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (e) and (f) of this clause do not apply if the Offeror has waived the evaluation preference.
__ Offeror elects to waive the evaluation preference.
(d) Independent contractors. An independent contractor shall be considered a subcontractor.
(e) Limitations on subcontracting. By submission of an offer and execution of a contract, a HUBZone small business concern agrees that, in the case of a contract assigned a NAICS code for—
(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract. Other direct costs are excluded to the extent they are not the principal purpose of the contract and cannot be obtained from small business concerns;
(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;
(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the prime contractor's 85 percent subcontract amount that cannot be exceeded; or
(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the prime contractor's 75 percent subcontract amount that cannot be exceeded.
(f) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable requirements specified in paragraph (e) of this clause.
(g) Nonmanufacturer.
(1) Unless SBA has waived the requirements of paragraphs (g)(1)(i) through (iii) of this clause in accordance with 13 CFR 121.1204, a HUBZone small business concern that provides an end item it did not manufacture, process, or produce, shall—
(i) Provide an end item that a small business has manufactured, processed, or produced in the United States or its outlying areas;
(ii) Be primarily engaged in the retail or wholesale trade and normally sell the type of item being supplied; and
(iii) Take ownership or possession of the item(s) with its personnel, equipment, or facilities in a manner consistent with industry practice; for example, providing storage, transportation, or delivery.
(2) For contracts or orders for multiple end items, at least 50 percent of the total value of the contract or order shall be manufactured, processed, or produced in the United States or its outlying areas by small business concerns.
(3) Paragraphs (g)(1) through (2) of this clause do not apply—
(i) To construction or service contracts; or

(ii) When the Offeror waives the evaluation preference.
(h) Notice. The HUBZone small business Offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone Offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.
(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)

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

HUBZone small business concern means a small business concern, certified by the Small Business Administration, that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

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

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

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

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

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

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

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

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

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

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

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

(b) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(c) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(d)(1) The Contractor may accept a subcontractor's written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(2) The Contractor may accept a subcontractor's representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if--

(i) The subcontractor is registered in SAM; and

(ii) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(3) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(4) In accordance with 13 CFR 121.411, 124.1015, 125.29, 126.900, and 127.700, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(5) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing the System for Award Management or by contacting the SBA. Options for contacting the SBA include--

(i) HUBZone small business database search application Web page at http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm; or http://www.sba.gov/hubzone;

(ii) In writing to the Director/HUB, U.S. Small Business Administration, 409 3rd Street, SW., Washington DC 20416; or

(iii) The SBA HUBZone Help Desk at hubzone@sba.gov.

(End of clause)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUN 2020)--ALTERNATE II (NOV 2016).

(a) This clause does not apply to small business concerns.

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

“Alaska Native Corporation (ANC)” means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

“Commercial item” means a product or service that satisfies the definition of commercial item in Federal Acquisition Regulation (FAR) 2.101.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

“Electronic Subcontracting Reporting System (eSRS)” means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at http://www.esrs.gov.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

“Individual subcontracting plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master subcontracting plan” means a subcontracting plan that contains all the required elements of an individual subcontracting plan, except goals, and may be incorporated into individual subcontracting plans, provided the master subcontracting plan has been approved.

"Reduced payment" means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

“Total contract dollars” means the final anticipated dollar value, including the dollar value of all options.

"Untimely payment" means a payment to a subcontractor that is more than 90 days past due under the terms and conditions of a subcontract for supplies and services for which the Government has paid the prime contractor.

(c)(1) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the Offeror is submitting an individual subcontracting plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the Offeror ineligible for award of a contract.

(2)(i) The Contractor may accept a subcontractor's written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(ii) The Contractor may accept a subcontractor's representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if--

(A) The subcontractor is registered in SAM; and

(B) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(iii) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(iv) In accordance with 13 CFR 121.411, 124.1015, 125.29, 126.900, and 127.700, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(d) The Offeror's subcontracting plan shall include the following:

(1) Separate goals, expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. For individual subcontracting plans, and if required by the Contracting Officer, goals shall also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars. The Offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626--

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe; and

(ii) Where one or more subcontractors are in the subcontract tier between the prime Contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate Contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of --

(i) Total dollars planned to be subcontracted for an individual subcontracting plan; or the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns,

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns, and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, SAM, veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size

and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the Offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the Offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the Offeror will--

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the Offeror with the subcontracting plan;

(iii) After November 30, 2017, include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts with individual subcontracting plans where the contract is intended for use by multiple agencies;

(iv) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at http://www.esrs.gov. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by SBA as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(v) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(vi) Provide its prime contract number, its unique entity identifier, and the email address of the Offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own unique entity identifier, and the email address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror’s efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, indicating --

(A) Whether small business concerns were solicited and if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and if not, why not;

(F) Whether women-owned small business concerns were solicited and if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact --

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, service-disabled veteran-owned, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through --

(A) Workshops, seminars, training, etc., and

(B) Monitoring performance to evaluate compliance with the program’s requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(12) Assurances that the Offeror will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. The Offeror used a small business concern in preparing the bid or proposal if--

(i) The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or

(ii) The Offeror used the small business concern's pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.

(13) Assurances that the Contractor will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of this clause. This written explanation must be submitted to the Contracting Officer within 30 days of contract completion.

(14) Assurances that the Contractor will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.

(15) Assurances that the offeror will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the contracting officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see 52.242-5).

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor’s lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all “make-or-buy” decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern in accordance with 52.219-8(d)(2).

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.

(7) Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.

(f) A master subcontracting plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided--

(1) The master subcontracting plan has been approved;

(2) The Offeror ensures that the master subcontracting plan is updated as necessary and provides copies of the approved master subcontracting plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master subcontracting plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one subcontracting plan. When a contract modification exceeds the subcontracting plan threshold in FAR 19.702(a), or an option is exercised, the goals of the existing subcontracting plan shall be amended to reflect any new subcontracting opportunities. When the goals in a subcontracting plan are amended, these goal changes do not apply retroactively.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled ``Utilization Of Small Business Concerns,'' or (2) an approved plan required by this clause, shall be a material breach of the contract and may be considered in any past performance evaluation of the Contractor.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at http://www.esrs.gov. Purchases from a corporation, company, or subdivision that is an affiliate of the Contractor or subcontractor are not included in these reports. Subcontract awards by affiliates shall be treated as subcontract awards by the Contractor. Subcontract award data reported by the Contractor and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontracting plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period. When the Contracting Officer rejects an ISR, the Contractor shall submit a corrected report within 30 days of receiving the notice of ISR rejection.

(ii)(A) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(B) If a subcontracting plan has been added to the contract pursuant to 19.702(a)(1)(iii) or 19.301-2(e), the Contractor's achievements must be reported in the ISR on a cumulative basis from the date of incorporation of the subcontracting plan into the
contract.

(iii) When a subcontracting plan includes indirect costs in the goals, these costs must be included in this report.

(iv) The authority to acknowledge receipt or reject the ISR resides--

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) SSR.

(i) Reports submitted under individual subcontracting plans.

(A) This report encompasses all subcontracting under prime contracts and subcontracts with an executive agency, regardless of the dollar value of the subcontracts. This report also includes indirect costs on a prorated basis when the indirect costs are excluded from the subcontracting goals.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If the Contractor or a subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over the applicable threshold specified in FAR 19.702 (a), and the contract contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime contractors.

(D) The report shall be submitted annually by October 30 for the twelve month period ending September 30. When a Contracting Officer rejects an SSR, the Contractor shall submit a revised report within 30 days of receiving the notice of SSR rejection.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan.

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year and all indirect costs.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.219-16 LIQUIDATED DAMAGES-SUBCONTRACTING PLAN (JAN 1999)

(a) Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled “Small Business Subcontracting Plan,” the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the

subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

(End of clause)

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

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

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

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

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

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

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

(3) For long-term contracts--

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

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

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

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

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

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code **562910** assigned to contract number **TBD**.

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.] The Contractor represents that--

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

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture.

[The Contractor shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.] The Contractor represents that--

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

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

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

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

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

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-3 CONVICT LABOR (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons--

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or **regulations** of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS - OVERTIME COMPENSATION (MAY 2018)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate specified at 29 CFR 5.5(b)(2) per affected employee for each calendar day on which the employer required
or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards statute (found at 40 U.S.C. chapter 37). In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. 2461 Note), the Department of Labor adjusts this civil monetary penalty for inflation no later than January 15 each year.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or

subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards statute.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Construction Wage Rate Requirements statute.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

52.222-6 CONSTRUCTION WAGE RATE REQUIREMENTS (AUG 2018)

(a) Definition.—“Site of the work”—

(1) Means—

(i) *The primary site of the work*. The physical place or places where the construction called for in the contract will remain when work on it is completed; and

(ii) *The secondary site of the work, if any*. Any other site where a significant portion of the building or work is constructed, provided that such site is—

(A) Located in the United States; and

(B) Established specifically for the performance of the contract or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—

(i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and

(ii) They are adjacent or virtually adjacent to the “primary site of the work” as defined in paragraph (a)(1)(i), or the “secondary site of the work” as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project

before opening of bids and not on the Project site, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

(b)(1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Construction Wage Rate Requirements statute on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Construction Wage Rate Requirements statute poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

(c)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division
U.S. Department of Labor
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to paragraphs (c)(2) and (c)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(d) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Construction Wage Rate Requirements statute have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(End of clause)

52.222-7 WITHHOLDING OF FUNDS (MAY 2014)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Construction Wage Rate Requirements statute prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(End of clause)

52.222-8 PAYROLLS AND BASIC RECORDS (AUG 2018)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct

classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) (Construction Wage Rate Requirement statute)), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Construction Wage Rate Requirements, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B), the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph(a) of this clause, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be obtained from the U.S. Department of Labor Wage and Hour Division website at http://www.dol.gov/whd/forms/wh347.pdf. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Contracting Officer, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a Prime Contractor to require a subcontractor to provide addresses and social security numbers to the Prime Contractor for its own records, without weekly submission to the Contracting Officer.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify--

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours

on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(End of clause)

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52.222-9 APPRENTICES AND TRAINEES (JUL 2005)

(a) Apprentices. (1) An apprentice will be permitted to work at less than the predetermined rate for the work performed when employed--

(i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or

(ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program.

(3) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(1) of this clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

(5) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(6) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees.

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and

Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

(2) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.

(3) In the event OATELS withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(End of clause)

52.222-11 SUBCONTRACTS (LABOR STANDARDS) (MAY 2014)

(a) Definition. Construction, alteration or repair, as used in this clause, means all types of work done by laborers and mechanics employed by the construction Contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation--

(1) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;

(2) Painting and decorating;

(3) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work;

(4) Transportation of materials and supplies between the site of the work within the meaning of paragraphs (a)(1)(i) and (ii) of the ``site of work'' as defined in the FAR clause at 52.222-6, Construction Wage Rate Requirements of

this contract, and a facility which is dedicated to the construction of the building or work and is deemed part of the site of the work within the meaning of paragraph (2) of the ``site of work'' definition; and

(5) Transportation of portions of the building or work between a secondary site where a significant portion of the building or work is constructed, which is part of the ``site of work'' definition in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, and the physical place or places where the building or work will remain (paragraph (a)(1)(i) of the FAR clause at 52.222-6, in the ``site of the work'' definition).

(b) The Contractor shall insert in any subcontracts for construction, alterations and repairs within the United States the clauses entitled--

(1) Construction Wage Rate Requirements;

(2) Contract Work Hours and Safety Standards--Overtime Compensation (if the clause is included in this contract);

(3) Apprentices and Trainees;

(4) Payrolls and Basic Records;

(5) Compliance with Copeland Act Requirements;

(6) Withholding of Funds;

(7) Subcontracts (Labor Standards);

(8) Contract Termination--Debarment;

(9) Disputes Concerning Labor Standards;

(10) Compliance with Construction Wage Rate Requirements and Related Regulations; and

(11) Certification of Eligibility.

(c) The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor performing construction within the United States with all the contract clauses cited in paragraph (b).

(d)(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each subcontract for construction within the United States, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (b) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e) in all subcontracts for construction within the United States.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-12 CONTRACT TERMINATION--DEBARMENT (MAY 2014)

A breach of the contract clauses entitled Construction Wage Rate Requirements, Contract Work Hours and Safety Standards--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Construction Wage Rate Requirements and Related Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-13 COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS (MAY 2014)

All rulings and interpretations of the Construction Wage Rate Requirements and related statutes contained in 29 CFR parts 1, 3, and 5 are hereby incorporated by reference in this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

52.222-15 CERTIFICATION OF ELIGIBILITY (MAY 2014)

(a) By entering into this contract, the Contractor certifies that neither it nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b)(2) or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b)(2) or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(End of clause)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

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

Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

Segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, andis found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

52.222-26 EQUAL OPPORTUNITY (SEPT 2016)

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

Compensation means any payments made to, or on behalf of, an employee or offered to an applicant as remuneration for employment, including but not limited to salary, wages, overtime pay, shift differentials, bonuses, commissions, vacation and holiday pay, allowances, insurance and other benefits, stock options and awards, profit sharing, and retirement.

Compensation information means the amount and type of compensation provided to employees or offered to applicants, including, but not limited to, the desire of the Contractor to attract and retain a particular employee for the value the employee is perceived to add to the Contractor's profit or productivity; the availability of employees with like skills in the marketplace; market research about the worth of similar jobs in the relevant marketplace; job analysis, descriptions, and evaluations; salary and pay structures; salary surveys; labor union agreements; and Contractor decisions, statements and policies related to setting or altering employee compensation.

Essential job functions means the fundamental job duties of the employment position an individual holds. A job function may be considered essential if--

(1) The access to compensation information is necessary in order to perform that function or another routinely assigned business task; or

(2) The function or duties of the position include protecting and maintaining the privacy of employee personnel records, including compensation information.

Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b)(1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of $10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c) (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(5)(i) The Contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This prohibition against discrimination does not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(ii) The Contractor shall disseminate the prohibition on discrimination in paragraph (c)(5)(i) of this clause, using language prescribed by the Director of the Office of Federal Contract Compliance Programs (OFCCP), to employees and applicants by--

(A) Incorporation into existing employee manuals or handbooks; and

(B) Electronic posting or by posting a copy of the provision in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(7) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(8) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(9) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(10) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(11) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(12) The Contractor shall take such action with respect to any subcontract or purchase order as the Director of OFCCP may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR part 60-1.

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

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

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

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

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

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

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)

(a) Definitions. As used in this clause, "active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," and "recently separated veteran," have the meanings given in Federal Acquisition Regulation (FAR) 22.1301.

(b) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are protected veterans (i.e., active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans);

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of protected veterans (i.e., active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans); and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(c) The Contractor shall report the above items by filing the VETS-4212 "Federal Contractor Veterans' Employment Report" (see "VETS-4212 Federal Contractor Reporting" and "Filing Your VETS-4212 Report" at http://www.dol.gov/vets/vets4212.htm).

(d) The Contractor shall file VETS-4212 Reports no later than September 30 of each year.

(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent 12-month period preceding the ending date selected for the report. Contractors may select an ending date--

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-4212. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.

(g) The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor.

(End of clause)

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

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

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

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in

(b)(3) of this section, must read, ``Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.222-41 SERVICE CONTRACT LABOR STANDARDS (AUG 2018)

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

"Contractor," when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," means any person engaged in the performance of this contract other than any person employed

in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of 41 U.S.C. chapter 67, Service Contract Labor Standards and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this con- tract, the Contractor shall classify any class of service employee which is not listed therein 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) 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. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. 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.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determina- tions issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer

of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally 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.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or fur- nished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Service Contract Labor Standards statute under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial

variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of 41 U.S.C. 6703 and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Service Contract Labor Standards statute shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, a record of the following:

(i) For each employee subject to the Service Contract Labor Standards statute --

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Service Contract Labor Standards statute all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under the Service Contract Labor Standards statute may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be

withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Service Contract Labor Standards statute all or part of the wages or fringe benefits due under the Service Contract Labor Standards statute, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Service Contract Labor Standards statute.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Service Contract Labor Standards statute are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification.

(1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under 41 U.S.C. 6706.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under 41 U.S.C. 6706.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to 41 U.S.C. 6707 prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by 41 U.S.C. 6703(1) without diminishing any fringe benefits or cash payments in lieu thereof required under 41 U.S.C. 6703(2), in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, persons with disabilities, and disabled clients of work centers under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the statute for the employment of apprentices, student-learners, persons with disabilities, or disabled clients of work centers not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two statutes, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than $30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by 41 U.S.C. 6703(1), in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed $1.34 per hour beginning January 1, 1981. To use this provision--

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Labor Standards minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of 41 U.S.C. 6707(c).

Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

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

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

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

This information will be processed for each individual task order applicable to the Service Contract Act at the time the task order is issued.

(End of clause)

52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (AUG 2018)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

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

(c) The wage determination, issued under the Service Contract Labor Standards statute, (41 U.S.C. chapter 67), by the Administrator, Wage and Hour Division, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of $4.00 per hour. The Contractor chose to pay $4.10. The new wage determination increases the minimum rate to $4.50 per hour. Even if the Contractor voluntarily increases the rate to $4.75 per hour, the allowable price adjustment is $.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after

receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.
(End of clause)

52.222-49 SERVICE CONTRACT LABOR STANDARDS--PLACE OF PERFORMANCE UNKNOWN (MAY 2014)

(a) This contract is subject to the Service Contract Labor Standards statute, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following **will be requested prior to issuance of task orders**. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by the **Contractor**.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

(End of clause)

52.222-50 COMBATING TRAFFICKING IN PERSONS (OCT 2020)

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

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means--

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

Commercially available off-the-shelf (COTS) item means--

(1) Any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person--

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of--

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

Recruitment fees means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for--

(i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;

(ii) Advertising;

(iii) Obtaining permanent or temporary labor certification, including any associated fees;

(iv) Processing applications and petitions;

(v) Acquiring visas, including any associated fees;

(vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;

(vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;

(viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;

(ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;

(x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;

(xi) Transportation and subsistence costs--

(A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and

(B) From the airport or disembarkation point to the worksite;

(xii) Security deposits, bonds, and insurance; and

(xiii) Equipment charges.

(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is--

(i) Paid in property or money;

(ii) Deducted from wages;

(iii) Paid back in wage or benefit concessions;

(iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or

(v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to--

(A) Agents;

(B) Labor brokers;

(C) Recruiters;

(D) Staffing firms (including private employment and placement firms);

(E) Subsidiaries/affiliates of the employer;

(F) Any agent or employee of such entities; and

(G) Subcontractors at all tiers.

Severe forms of trafficking in persons means--

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Policy. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not--

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5)(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees or potential employees recruitment fees;

(7)(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment--

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that--

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is--

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) Contractor requirements. The Contractor shall--

(1) Notify its employees and agents of--

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification.

(1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of--

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in--

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:

(1) Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) Full cooperation. (1) The Contractor shall, at a minimum--

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22
U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent
or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not--

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from--

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) Compliance plan. (1) This paragraph (h) applies to any portion of the contract that--

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $550,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate--

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) Minimum requirements. The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/j/tip/.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees and potential employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee or potential employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) Posting.

(i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) Certification. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that--

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either--

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h)
of this clause apply only to any portion of the subcontract that--

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $550,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification
shall cover the items in paragraph (h)(5) of this clause.

(End of clause)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)

(a) Definitions. As used in this clause--Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply that is--

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), ``bulk cargo'' means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee--

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall--

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

(i) All new employees. (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each

existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that--

(1) Is for--(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than $3,500; and

(3) Includes work performed in the United States.

(End of clause)

52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (NOV 2020)

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

"Seasonal recreational equipment rental" means any equipment rental in connection with seasonal recreational services.

"Seasonal recreational services" means services that include: river running, hunting, fishing, horseback riding, camping, mountaineering activities, recreational ski services, and youth camps.

"United States" means the 50 states and the District of Columbia.

"Worker"--

(1) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 13658, and --

(i) 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);

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

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

(2) 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).

(3) 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.

(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 $10.10 per hour beginning January 1, 2015.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2016, 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 www.wdol.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 10.23, 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 establishing a minimum wage higher than the E.O. 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 10.24(b) and 10.28 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); or

(iii) Seasonal recreational services or seasonal recreational equipment rental for the general public on Federal lands, except for lodging and food services associated with seasonal recreational services, in accordance with Executive Order 13838, Exemption from Executive Order 13658 for Recreational Services on Federal Lands (3 CFR, 2018 Comp., p. 831), as implemented by the U.S. Department of Labor regulations at 29 CFR 10.4(g).

(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/whd/govcontracts, 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 10.26 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 10.51, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 10. 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)

52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017)

(a) Definitions. As used in this clause (in accordance with 29 CFR 13.2)--

Child, domestic partner, and domestic violence have the meaning given in 29 CFR 13.2.

Employee--(1)(i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706; and

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

(B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions;

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

(ii) Includes any person performing work 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) An employee performs ``on'' a contract if the employee directly performs the specific services called for by the contract; and

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

Individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship has the meaning given in 29 CFR 13.2.

Multiemployer plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

Paid sick leave means compensated absence from employment that is required by E.O. 13706 and 29 CFR part 13.

Parent, sexual assault, spouse, and stalking have the meaning given in 29 CFR 13.2.

United States means the 50 States and the District of Columbia.

(b) Executive Order 13706. (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.

(2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.

(c) Paid sick leave. The Contractor shall--

(1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;

(2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;

(3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;

(4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;

(5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and

(6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.

(d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).

(e) Withholding. The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including--

(1) Any pay and/or benefits denied or lost by reason of the violation;

(2) Other actual monetary losses sustained as a direct result of the violation; and

(3) Liquidated damages.

(f) Payment suspension/contract termination/contractor debarment. (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, the contracting agency may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.

(3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.

(h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.

(i) Recordkeeping. (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:

(i) Name, address, and social security number of each employee.

(ii) The employee's occupation(s) or classification(s).

(iii) The rate or rates of wages paid (including all pay and benefits provided).

(iv) The number of daily and weekly hours worked.

(v) Any deductions made.

(vi) The total wages paid (including all pay and benefits provided) each pay period.

(vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).

(viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.

(ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 as described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706).

(x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).

(xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.

(xiii) The relevant contract.

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)(i) If the Contractor wishes to distinguish between an employee's covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.

(ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(1)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time for the Contractor.

(3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.

(4)(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.

(j) Interference/discrimination.

(1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to--

(i) Miscalculating the amount of paid sick leave an employee has accrued;

(ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;

(iii) Discouraging an employee from using paid sick leave;

(iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;

(v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;

(vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or

(vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.

(2) The Contractor shall not discharge or in any other manner discriminate against any employee for--

(i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or

(iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.

(k) Notice. The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such 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 employees about terms and conditions of employment.

(l) Disputes concerning labor standards. Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the employees or their representatives.

(m) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (m), 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)

52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless--

(1) The product cannot be acquired--

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at http://www.biopreferredgov.

(c) In the performance of this contract, the Contractor shall--

(1) Report to http://www.sam.gov, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than--

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance.

(End of clause)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)

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

“Toxic chemical means a chemical or chemical category listed in 40 CFR 372.65.”

(b) Federal facilities are required to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050), and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of section 302 of EPCRA.

(2) The emergency notice requirements of section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.

(5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.

(6) The toxic chemical and hazardous substance release and use reduction goals of section 2(e) of Executive Order 13423 and of Executive Order 13514.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

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

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to deter- mine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) though (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

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52.223-10 WASTE REDUCTION PROGRAM (MAY 2011)

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

Recycling means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

Waste prevention means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

Waste reduction means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(b) Consistent with the requirements of section 3(e) of Executive Order 13423, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract.

(End of clause)

52.223-13 ACQUISITION OF EPEAT® - REGISTERED IMAGING EQUIPMENT (JUN 2014)

(a) Definitions. As used in this clause--
“Imaging equipment” means the following products:

(1) Copier--A commercially available imaging product with a sole function of the production of hard copy duplicates from graphic hard-copy originals. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as copiers or upgradeable digital copiers (UDCs).

(2) Digital duplicator--A commercially available imaging product that is sold in the market as a fully automated duplicator system through the method of stencil duplicating with digital reproduction functionality. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as digital duplicators.

(3) Facsimile machine (fax machine)--A commercially available imaging product whose primary functions are scanning hard-copy originals for electronic transmission to remote units and receiving similar electronic transmissions to produce hard-copy output. Electronic transmission is primarily over a public telephone system but also may be via computer network or the Internet. The product also may be capable of producing hard copy duplicates. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as fax machines.

(4) Mailing machine--A commercially available imaging product that serves to print postage onto mail pieces. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as mailing machines.

(5) Multifunction device (MFD)--A commercially available imaging product, which is a physically integrated device or a combination of functionally integrated components, that performs two or more of the core functions of copying, printing, scanning, or faxing. The copy functionality as addressed in this definition is considered to be distinct from single-sheet convenience copying offered by fax machines. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as MFDs or multifunction products.

(6) Printer--A commercially available imaging product that serves as a hard-copy output device and is capable of receiving information from single-user or networked computers, or other input devices (e.g., digital cameras). The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as printers, including printers that can be upgraded into MFDs in the field.

(7) Scanner--A commercially available imaging product that functions as an electro-optical device for converting information into electronic images that can be stored, edited, converted, or transmitted, primarily in a personal computing environment. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as scanners.

(b) Under this contract, the Contractor shall deliver, furnish for Government use, or furnish for Contractor use at a Federally controlled facility, only imaging equipment that, at the time of submission of proposals and at the time of award, was EPEAT® bronze-registered or higher.

(c) For information about EPEAT®, see www.epa.gov/epeat.

(End of clause)

52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (MAY 2020)

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

Energy-efficient product—

(1) Means a product that--

(i) Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark label; or

(ii) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program.

(2) The term ``product'' does not include any energy-consuming product or system designed or procured for combat or combat-related missions (42 U.S.C. 8259b).

(b) The Contractor shall ensure that energy-consuming products are energy efficient products (i.e., ENERGY STAR products or FEMP-designated products) at the time of contract award, for products that are--

(1) Delivered;

(2) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(3) Furnished by the Contractor for use by the Government; or

(4) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

(c) The requirements of paragraph (b) apply to the Contractor (including any subcontractor) unless--

(1) The energy-consuming product is not listed in the ENERGY STAR Program or FEMP; or

(2) Otherwise approved in writing by the Contracting Officer.

(d) Information about these products is available for--

(1) ENERGY STAR at http://www.energystar.gov/products; and

(2) FEMP at https://www.energy.gov/eere/femp/energy-efficient-products-and-energy-saving-technologies.

(End of clause)

52.223-16 ACQUISITION OF EPEAT®-REGISTERED PERSONAL COMPUTER PRODUCTS (OCT 2015)

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

Computer means a device that performs logical operations and processes data. Computers are composed of, at a minimum:

(1) A central processing unit (CPU) to perform operations;

(2) User input devices such as a keyboard, mouse, digitizer, or game controller; and

(3) A computer display screen to output information. Computers include both stationary and portable units, including desktop computers, integrated desktop computers, notebook computers, thin clients, and workstations. Although computers must be capable of using input devices and computer displays, as noted in (2) and (3) above, computer systems do not need to include these devices on shipment to meet this definition. This definition does not include server computers, gaming consoles, mobile telephones, portable hand-held calculators, portable digital assistants (PDAs), MP3 players, or any other mobile computing device with displays less than 4 inches, measured diagonally.

Computer display means a display screen and its associated electronics encased in a single housing or within the computer housing (e.g., notebook or integrated desktop computer) that is capable of displaying output information from a computer via one or more inputs such as a VGA, DVI, USB, DisplayPort, and/or IEEE 1394-2008™, Standard for High Performance Serial Bus. Examples of computer display technologies are the cathode-ray tube (CRT) and liquid crystal display (LCD).

Desktop computer means a computer where the main unit is intended to be located in a permanent location, often on a desk or on the floor. Desktops are not designed for portability and utilize an external computer display, keyboard, and mouse. Desktops are designed for a broad range of home and office applications.

Integrated desktop computer means a desktop system in which the computer and computer display function as a single unit that receives its AC power through a single cable. Integrated desktop computers come in one of two possible forms:

(1) A system where the computer display and computer are physically combined into a single unit; or

(2) A system packaged as a single system where the computer display is separate but is connected to the main chassis by a DC power cord and both the computer and computer display are powered from a single power supply. As a subset of desktop computers, integrated desktop computers are typically designed to provide similar functionality as desktop systems.

Notebook computer means a computer designed specifically for portability and to be operated for extended periods of time either with or without a direct connection to an AC power source. Notebooks must utilize an integrated computer display and be capable of operation off of an integrated battery or other portable power source. In addition, most notebooks use an external power supply and have an integrated keyboard and pointing device. Notebook computers are typically designed to provide similar functionality to desktops, including operation of software similar in functionality to that used in desktops. Docking stations are considered accessories for notebook computers, not notebook computers. Tablet PCs, which may use touch-sensitive screens along with, or instead of, other input devices, are considered notebook computers.

Personal computer product means a computer, computer display, desktop computer, integrated desktop computer, or notebook computer.

(b) Under this contract, the Contractor shall deliver, furnish for Government use, or furnish for Contractor use at a Federally controlled facility, only personal computer products that, at the time of submission of proposals and at the time of award, were EPEAT® bronze-registered or higher.

(c) For information about EPEAT®, see www.epa.gov/epeat.
(End of clause)

52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (AUG 2018)

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(1) Competitively within a timeframe providing for compliance with the contract performance schedule;

(2) Meeting contract performance requirements; or

(3) At a reasonable price.

(b) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. The list of EPA-designated items is available at https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

(End of clause)

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)

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

Driving—

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

Text messaging means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

(c) The Contractor is encouraged to--

(1) Adopt and enforce policies that ban text messaging while driving--

(i) Company-owned or -rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as--

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals

subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at TerList1.html. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at http://www.treas.gov/offices/enforcement/ofac/.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.227-1 AUTHORIZATION AND CONSENT (JUN 2020)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent--

(1) Embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract; or

(2) Used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a United States patent shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts that are expected to exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation (FAR) 2.101 on the date of subcontract award. However, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, does not affect this authorization and consent.

(End of clause)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 2020)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in the Contractor's possession pertaining to such claim or suit. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that are expected to exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation (FAR) 2.101 on the date of subcontract award.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)

(a) As used in this clause—

“After-imposed Federal tax” means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

“After-relieved Federal tax” means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

“All applicable Federal, State, and local taxes and duties” means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

“Contract date” means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

“Local taxes” includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b)(1) The contract price includes all applicable Federal, State, and local taxes and duties, except as provided in subparagraph (b)(2)(i) of this clause.

(2) Taxes imposed under 26 U.S.C. 5000C may not be—

(i) Included in the contract price; nor

(ii) Reimbursed.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor’s fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds $250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.232-1 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if--

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least $1,000 or 50 percent of the total contract price.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)

If more than one clause or Schedule term of this contract authorizes the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts withheld at any one time shall not exceed the greatest amount that may be withheld under any one clause or Schedule term at that time; provided, that this limitation shall not apply to--

(a) Withholdings pursuant to any clause relating to wages or hours of employees;

(b) Withholdings not specifically provided for by this contract;

(c) The recovery of overpayments; and

(d) Any other withholding for which the Contracting Officer determines that this limitation is inappropriate.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.232-11 EXTRAS (APR 1984)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price

therefore have been authorized in writing by the Contracting Officer.

(End of clause)

52.232-17 INTEREST (MAY 2014)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Certified Cost or Pricing Data clause or a Cost Accounting Standards clause, 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 paragraph (e) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

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

(1) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(2) 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

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

(d) 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.

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

(1) The date fixed under this contract.

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

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

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

(2) 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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 6305 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

52.232-25 PROMPT PAYMENT (JAN 2017)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of
the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

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

(ix) 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 (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), 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.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of $1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) 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--

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

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

(ii) Affected contract number and delivery order number if applicable;

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

(iv) Contractor point of contact.

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

(End of clause)

52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)

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

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

(c) Approval and payment of requests.

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

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

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

(d) Liquidation of performance-based payments.

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

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

payments and balances for any retroactive price adjustments.

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

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

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

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

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

(f) Title.

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

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

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause,

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

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

(k) Reservation of rights.

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

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

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

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

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

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

(l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based

payment shall contain the following:

(1) The name and address of the Contractor;

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

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

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

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

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

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

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

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

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

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

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

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

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

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

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

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

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

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of

payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in SAM.

(End of Clause)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

(a) Except as stated in paragraph (b) 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:

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

(2) 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.

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

(b) Paragraph (a) 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.

(End of clause)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

52.233-1 DISPUTES. (MAY 2014)

(a) This contract is subject to 41 U.S.C. chapter 71, Contract Disputes.

(b) Except as provided in 41 U.S.C. chapter 71, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding $100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C. chapter 71. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding $100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of $100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over $100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in 41 U.S.C. chapter 71.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

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

(1) Cancel the stop-work order; or

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

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

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

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

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

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-13 ACCIDENT PREVENTION (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

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

and cooperation to effect an orderly and efficient transition to a successor.

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)
(a) Definitions. As used in this clause--
Reduced payment means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.
Untimely payment means a payment that is more than 90 days past due under the terms and conditions of a subcontract, for supplies and services for which the Government has paid the prime contractor.
(b) Notice. The Contractor shall notify the Contracting Officer, in writing, not later than 14 days after--
(1) A small business subcontractor was entitled to payment under the terms and conditions of the subcontract; and
(2) The Contractor--
(i) Made a reduced or untimely payment to the small business subcontractor; or
(ii) Failed to make a payment, which is now untimely.
(c) Content of notice. The Contractor shall include the reason(s) for making the reduced or untimely payment in any notice required under paragraph (b) of this clause.
(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final

payment under this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed—

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.243-1 CHANGES--FIXED-PRICE (AUG 1987) - ALTERNATE I (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (*i.e.,* hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.243-4 CHANGES (JUN 2007)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) In the Government-furnished property or services; or

(4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

(1) the date, circumstances, and source of the order and

(2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.243-7 NOTIFICATION OF CHANGES (JAN 2017)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within **7** calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

(i) What line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within **14** calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases “contract price” and “cost” wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101–510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.246-20 WARRANTY OF SERVICES (MAY 2001)

(a) Definition.

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

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor **within 30 calendar days from the date of acceptance by the Government**. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)

(a) Except as provided in paragraphs (b) and (c) below, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that (1) occurs after Government acceptance of services performed under this contract, and (2) results from any defects or deficiencies in the services performed or materials furnished.

(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.248-3 VALUE ENGINEERING--CONSTRUCTION (OCT 2020)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs(c) (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for

(i) the affected portions of the existing contract requirement and

(ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action.

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within

the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing.

(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by

(i) 45 percent for fixed-price contracts or

(ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to--

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or $100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.

(h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of $75,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(i) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering-- Construction clause of contract . . . . . , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations." If a VECP is accepted, the Contractor hereby grants the

Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of--

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value as determined by the Contracting Officer, for the loss of the Government property.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(a)(1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to--

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) of this clause); or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies

provided by law or under this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

https://www.acquisition.gov

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any **Defense Federal Acquistion Regulation Supplement (DFARS)** (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)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)

(a) Definition. Covered DoD official, as used in this clause, means an individual that--

(1) Leaves or left DoD service on or after January 28, 2008; and

(2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of $10 million, and serves or served--

(A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;

(B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or

(C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or

(ii) Serves or served in DoD in one of the following positions: Program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of $10 million.

(b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.

(c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S.C. 2105(c).

(End of clause)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2008)

(a) Definitions. As used in this clause—

(1) “Arising out of a contract with the DoD” means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) "Conviction of fraud or any other felony" means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of nolo contendere, for which sentence has been imposed.

(3) "Date of conviction" means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on this contract;

(2) On the board of directors of the Contractor;

(3) As a consultant, agent, or representative for the Contractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of the Contractor with regard to this contract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that the Contractor shall be subject to a criminal penalty of not more than $500,000 if convicted of knowingly--

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—

(1) The person involved;

(2) The nature of the conviction and resultant sentence or punishment imposed;

(3) The reasons for the requested waiver; and

(4) An explanation of why a waiver is in the interest of national security.

(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone 301-937-1542; www.ojp.usdoj.gov/BJA/grant/DPFC.html".

(End of clause)

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) The Contractor shall inform its employees in writing, in the predominant native language of the workforce, of contractor employee whistleblower rights and protections under 10 U.S.C. 2409, as described in subpart 203.9 of the Defense Federal Acquisition Regulation Supplement.

(b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts.

(End of clause)

252.204-7000 DISCLOSURE OF INFORMATION (OCT 2016)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

(1) The Contracting Officer has given prior written approval;

(2) The information is otherwise in the public domain before the date of release; or

(3) The information results from or arises during the performance of a project that involves no covered defense information (as defined in the clause at DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting) and has been scoped and negotiated by the contracting activity with the contractor and research performer and determined in writing by the contracting officer to be fundamental research (which by definition cannot involve any covered defense information), in accordance with National Security Decision Directive 189, National Policy on the Transfer of Scientific, Technical and Engineering Information, in effect on the date of contract award and the Under Secretary of Defense (Acquisition, Technology, and Logistics) memoranda on Fundamental Research, dated May 24, 2010, and on Contracted Fundamental Research, dated June 26, 2008 (available at DFARS PGI 204.4).

(b) Requests for approval under paragraph (a)(1) shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 10 business days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement, including this paragraph (c), in each subcontract under this

contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.204-7004 LEVEL I ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS (FEB 2019)

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

Military installation means a base, camp, post, station, yard, center, or other activity under the jurisdiction of the Secretary of a military department or, in the case of an activity in a foreign country, under the operational control of the Secretary of a military department or the Secretary of Defense (see 10 U.S.C. 2801(c)(4)).

(b) Training. Contractor personnel who require routine physical access to a Federally-controlled facility or military installation shall complete Level I antiterrorism awareness training within 30 days of requiring access and annually thereafter. In accordance with Department of Defense Instruction O-2000.16 Volume 1, DoD Antiterrorism (AT) Program Implementation: DoD AT Standards, Level I antiterrorism awareness training shall be completed--

(1) Through a DoD-sponsored and certified computer or web-based distance learning instruction for Level I antiterrorism awareness; or

(2) Under the instruction of a Level I antiterrorism awareness instructor.

(c) Additional information. Information and guidance pertaining to DoD antiterrorism awareness training is available at https://jko.jten.mil/ or as otherwise identified in the performance work statement.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts, including subcontracts for commercial items, when subcontractor performance requires routine physical access to a Federally-controlled facility or military installation.

(End of clause)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019)

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

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor attributional/proprietary information means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered contractor information system means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

Covered defense information means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at http://www.archives.gov/cui/registry/category-list.html, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is--

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Malicious software means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

Rapidly report means within 72 hours of discovery of any cyber incident.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an information technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at http://dx.doi.org/10.6028/NIST.SP.800-171) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (https://www.fedramp.gov/resources/documents/) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall--

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at https://dibnet.dod.mil.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at https://dibnet.dod.mil.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see https://public.cyber.mil/eca/.

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD--

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall--

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to--

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (MAY 2016)

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

Computer software means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

Litigation support means administrative, technical, or professional services provided in support of the Government during or in anticipation of litigation.

Litigation support contractor means a contractor (including its experts, technical consultants, subcontractors, and suppliers) providing litigation support under a contract that contains the clause at 252.204-7014, Limitations on the Use or Disclosure of Information by Litigation Support Contractors.

Sensitive information means controlled unclassified information of a commercial, financial, proprietary, or privileged nature. The term includes technical data and computer software, but does not include information that is lawfully, publicly available without restriction.

Technical data means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(b) Notice of authorized disclosures. Notwithstanding any other provision of this solicitation or contract, the Government may disclose to a litigation support contractor, for the sole purpose of litigation support activities, any information, including sensitive information, received—

(1) Within or in connection with a quotation or offer; or

(2) In the performance of or in connection with a contract.

(c) Flowdown. Include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial items.

(End of clause)

252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (DEC 2019)

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

Covered defense telecommunications equipment or services means--

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

(2) Telecommunications services provided by such entities or using such equipment; or

(3) Telecommunications equipment or services produced or provided by an entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Covered foreign country means--

(1) The People's Republic of China; or

(2) The Russian Federation.

Covered missions means--

(1) The nuclear deterrence mission of DoD, including with respect to nuclear command, control, and communications, integrated tactical warning and attack assessment, and continuity of Government; or

(2) The homeland defense mission of DoD, including with respect to ballistic missile defense.

Critical technology means--

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

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

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

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

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

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

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

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

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

(b) Prohibition. In accordance with section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), the contractor shall not provide to the Government any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless the covered defense telecommunication equipment or services are covered by a waiver described in Defense Federal Acquisition Regulation Supplement 204.2104.

(c) Procedures. The Contractor shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities that are excluded when providing any equipment, system, or service, to carry out covered missions, that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Reporting.

(1) In the event the Contractor identifies covered defense telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, the Contractor shall report at https://dibnet.dod.mil the information in paragraph (d)(2) of this clause.

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

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

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

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020)

(a) Definitions.

Basic Assessment means a contractor's self-assessment of the contractor's implementation of NIST SP 800-171 that-

(1) Is based on the Contractor's review of their system security plan(s) associated with covered contractor information system(s);

(2) Is conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology; and

(3) Results in a confidence level of "Low" in the resulting score, because it is a self-generated score.

Covered contractor information system has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

High Assessment means an assessment that is conducted by Government personnel using NIST SP 800-171A, Assessing Security Requirements for Controlled Unclassified Information that--

(1) Consists of--

(i) A review of a contractor's Basic Assessment;

(ii) A thorough document review;

(iii) Verification, examination, and demonstration of a Contractor's system security plan to validate that NIST SP 800-171 security requirements have been implemented as described in the contractor's system security plan; and

(iv) Discussions with the contractor to obtain additional information or clarification, as needed; and

(2) Results in a confidence level of "High" in the resulting score.

Medium Assessment means an assessment conducted by the Government that--

(1) Consists of--

(i) A review of a contractor's Basic Assessment;

(ii) A thorough document review; and

(iii) Discussions with the contractor to obtain additional information or clarification, as needed; and

(2) Results in a confidence level of "Medium" in the resulting score.

(b) Applicability. This clause applies to covered contractor information systems that are required to comply with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, in accordance with Defense Federal Acquisition Regulation System (DFARS) clause at 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

(c) Requirements. The Contractor shall provide access to its facilities, systems, and personnel necessary for the Government to conduct a Medium or High NIST SP 800-171 DoD Assessment, as described in NIST SP 800-171 DoD Assessment Methodology at https://www.acq.osd.mil/dpap/pdi/cyber/strategically_assessing_contractor_implementation_of_NIST_SP_800-171.html, if necessary.

(d) Procedures. Summary level scores for all assessments will be posted in the Supplier Performance Risk System (SPRS) (https://www.sprs.csd.disa.mil/) to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) Basic Assessments. A contractor may submit, via encrypted email, summary level scores of Basic Assessments conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology to webptsmh@navy.mil for posting to SPRS.

(i) The email shall include the following information:

(A) Version of NIST SP 800-171 against which the assessment was conducted.

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract--

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (b)(1)(i) of this section, the Contractor shall use the following format for the report:

System security plan	CAGE codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total score	Date score of 110 will achieved

(2) Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system security plan assessed:

(i) The standard assessed (e.g., NIST SP 800-171 Rev 1).

(ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).

(iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.

(iv) A brief description of the system security plan architecture, if more than one system security plan exists.

(v) Date and level of the assessment, i.e., medium or high.

(vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).

(vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(e) Rebuttals. (1) DoD will provide Medium and High Assessment summary level scores to the Contractor and offer the opportunity for rebuttal and adjudication of assessment summary level scores prior to posting the summary level scores to SPRS (see SPRS User's Guide https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf).

(2) Upon completion of each assessment, the contractor has 14 business days to provide additional information to demonstrate that they meet any security requirements not observed by the assessment team or to rebut the findings that may be of question.

(f) Accessibility.

(1) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(2) Authorized representatives of the Contractor for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf.

(3) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this clause. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(g) Subcontracts.

(1) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items (excluding COTS items).

(2) The Contractor shall not award a subcontract or other contractual instrument, that is subject to the implementation of NIST SP 800-171 security requirements, in accordance with DFARS clause 252.204-7012 of this contract, unless the subcontractor has completed, within the last 3 years, at least a Basic NIST SP 800-171 DoD Assessment, as described in https://www.acq.osd.mil/dpap/pdi/cyber/strategically_assessing_contractor_implementation_of_NIST_SP_800-171.html, for all covered contractor information systems relevant to its offer that are not part of an information technology service or system operated on behalf of the Government.

(3) If a subcontractor does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the subcontractor may conduct and submit a Basic Assessment, in accordance with the NIST SP 800-171 DoD Assessment Methodology, to webptsmh@navy.mil for posting to SPRS along with the information required by paragraph (d) of this clause.

(End of clause)

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)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of the threshold specified in Federal Acquisition Regulation 9.405-2(b) on the date of subcontract award with a firm, or a subsidiary of a firm, that is identified in the Exclusions section of the System for Award Management System (SAM Exclusions) as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a country that is a state sponsor of terrorism.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, in SAM Exclusions, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a country that is a state sponsor of terrorism. The notice must include the name of the proposed subcontractor and the compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in SAM Exclusions.

(End of clause)

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (DEC 2019)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small Business Subcontracting Plan, clause of this contract.

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

Summary Subcontract Report (SSR) Coordinator means the individual who is registered in the Electronic Subcontracting Reporting System (eSRS) at the Department of Defense level and is responsible for acknowledging receipt or rejecting SSRs submitted under an individual subcontracting plan in eSRS for the Department of Defense.

(b) Subcontracts awarded to qualified nonprofit agencies designated by the Committee for Purchase From People Who Are Blind or Severely Disabled (41 U.S.C. 8502-8504), may be counted toward the Contractor's small business subcontracting goal (section 8025 of Pub. L. 108-87)

(c) A mentor firm, under the Pilot Mentor-Protege Program established under section 831 of Public Law 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded to--

(1) Protege firms which are qualified organizations employing the severely disabled; and

(2) Former protege firms that meet the criteria in section 831(g)(4) of Public Law 101-510.

(d) The master plan is approved by the cognizant contract administration activity for the Contractor.

(e) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(f)(1) For DoD, the Contractor shall submit reports in eSRS as follows:

(i) The Individual Subcontract Report (ISR) shall be submitted to the contracting officer at the procuring contracting office, even when contract administration has been delegated to the Defense Contract Management Agency.

(ii) Submit the consolidated SSR for an individual subcontracting plan to the “Department of Defense.”

(2) For DoD, the authority to acknowledge receipt or reject reports in eSRS is as follows:

(i) The authority to acknowledge receipt or reject the ISR resides with the contracting officer who receives it, as described in paragraph (f)(1)(i) of this clause.

(ii) The authority to acknowledge receipt of or reject SSRs submitted under an individual subcontracting plan resides with the SSR Coordinator.

(g) Include the clause at Defense Federal Acquisition Regulation Supplement (DFARS) 252.219-7004, Small Business Subcontracting Plan (Test Program), in subcontracts with subcontractors that participate in the Test Program described in DFARS 219.702-70, if the subcontract is expected to exceed the applicable threshold specified in Federal Acquisition Regulation 19.702(a), and to have further subcontracting opportunities.

(End of clause)

252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)

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

Covered subcontractor means any entity that has a subcontract valued in excess of $1 million, except a subcontract for the acquisition of commercial items, including commercially available off-the-shelf items.

Subcontract means any contract, as defined in Federal Acquisition Regulation subpart 2.1, to furnish supplies or services for performance of this contract or a higher-tier subcontract thereunder.

(b) The Contractor--

(1) Agrees not to--

(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration--

(A) Any claim under title VII of the Civil Rights Act of 1964; or

(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration--

(A) Any claim under title VII of the Civil Rights Act of 1964; or

(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce, any provision of any existing agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work
related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a contractor's or subcontractor's agreements with employees or independent contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) of this clause in accordance with Defense Federal Acquisition Regulation Supplement 222.7404.

(End of clause)

252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security; health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that

Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, and efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing--

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employees has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2..1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing program shall not apply to the extent that are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

(End of clause)

252.223-7006 PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS--BASIC (SEP 2014)

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

Storage means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

Toxic or hazardous materials means--

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR Part 302);

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing, treating, or disposing of toxic or hazardous materials not owned by DoD on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense. A charge may be assessed for any storage or disposal authorized under any of the exceptions to 10 U.S.C. 2692. If a charge is to be assessed, then such assessment shall be identified elsewhere in the contract with payment to the Government on a reimbursable cost basis.

(c) The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that require, may require, or permit a subcontractor access to a DoD installation, at any subcontract tier.

(End of clause)

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2017)

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

Component means any item supplied to the Government as part of an end product or of another component.

End product means supplies delivered under a line item of this contract.

Qualifying country means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

Australia
Austria
Belgium
Canada
Czech Republic

Denmark
Egypt
Estonia
Finland
France
Germany
Greece
Israel
Italy
Japan
Latvia
Luxembourg
Netherlands
Norway
Poland
Portugal
Slovenia
Spain
Sweden
Switzerland
Turkey
United Kingdom of Great Britain and Northern Ireland.

Structural component of a tent--

(i) Means a component that contributes to the form and stability of the tent (e.g., poles, frames, flooring, guy ropes, pegs);

(ii) Does not include equipment such as heating, cooling, or lighting.

United States means the 50 States, the District of Columbia, and outlying areas.

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) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

(1) Food.

(2) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials and components thereof. Clothing includes items such as outerwear, headwear, underwear, nightwear, footwear, hosiery, handwear, belts, badges, and insignia.

(3) (i) Tents and structural components of tents;

(ii) Tarpaulins; or

(iii) Covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

(6) Spun silk yarn for cartridge cloth.

(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.

(8) Canvas products.

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply--

(1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool--

(i) Is not more than 10 percent of the total price of the end product; and (ii) Does not exceed the simplified acquisition threshold in FAR part 2;

(3) To waste and byproducts of cotton or wool fiber for use in the production of propellants and explosives;

(4) To foods, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced. Fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States shall be provided in accordance with paragraph (d) of this clause;

(5) To chemical warfare protective clothing produced in a qualifying country; or

(6) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if--

(i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include--

(A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);

(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/ tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

(C) Upholstered seats (whether for household, office, or other use); and

(D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and continuous filament para-aramid yarns manufactured in a qualifying country.

(d)(1) Fish, shellfish, and seafood delivered under this contract, or contained in foods delivered under this contract--

(i) Shall be taken from the sea by U.S.-flag vessels; or

(ii) If not taken from the sea, shall be obtained from fishing within the United States; and

(2) Any processing or manufacturing of the fish, shellfish, or seafood shall be performed on a U.S.-flag vessel or in the United States.

(End of clause)

252.225-7048 EXPORT-CONTROLLED ITEMS (JUNE 2013)

(a) Definition. ``Export-controlled items,'' as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes--

(1) ``Defense items,'' defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120; and

(2) ``Items,'' defined in the EAR as ``commodities'', ``software'', and ``technology,'' terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);

(2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);

(4) The Export Administration Regulations (15 CFR Parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and

(6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

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

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

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

(1) Contract financing payments include--

(i) Advance payments;

(ii) Performance-based payments;

(iii) Commercial advance and interim payments;

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

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

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

(2) Contract financing payments do not include--

(i) Invoice payments;

(ii) Payments for partial deliveries; or

(iii) Lease and rental payments.

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

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

(1) Invoice payments include--

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

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

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

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

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

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

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

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

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

(1) Electronic Data Interchange.

(2) Secure File Transfer Protocol.

(3) Direct input through the WAWF website.

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

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

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

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

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

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

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

(End of clause)

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)

(a) 26 U.S.C. 6331(h) authorizes the Internal Revenue Service (IRS) to continuously levy up to 100 percent of contract payments, up to the amount of tax debt.

(b) When a levy is imposed on a payment under this contract and the Contractor believes that the levy may result in an inability to perform the contract, the Contractor shall promptly notify the Procuring Contracting Officer in writing, with a copy to the Administrative Contracting Officer, and shall provide--

(1) The total dollar amount of the levy;

(2) A statement that the Contractor believes that the levy may result in an inability to perform the contract, including rationale and adequate supporting documentation; and

(3) Advice as to whether the inability to perform may adversely affect national security, including rationale and adequate supporting documentation.

(c) DoD shall promptly review the Contractor's assessment, and the Procuring Contracting Officer shall provide a written notification to the Contractor including--

(1) A statement as to whether DoD agrees that the levy may result in an inability to perform the contract; and

(2)(i) If the levy may result in an inability to perform the contract and the lack of performance will adversely affect national security, the total amount of the monies collected that should be returned to the Contractor; or

(ii) If the levy may result in an inability to perform the contract but will not impact national security, a recommendation that the Contractor promptly notify the IRS to attempt to resolve the tax situation.

(d) Any DoD determination under this clause is not subject to appeal under the Contract Disputes Act.

(End of clause)

252.232-7017 ACCELERATING PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS--PROHIBITION ON FEES AND CONSIDERATION (APR 2020)

(a) Definition. Accelerated payment, as used in this clause, means a payment made to a small business subcontractor as quickly as possible, with a goal of 15 days or less after receipt of payment from the Government or receipt of a proper invoice from the subcontractor, whichever is later.

(b) In accordance with section 852 of Public Law 115-232, the Contractor shall not require any further consideration from or charge fees to the small business subcontractor when making accelerated payments, as defined in paragraph (a) of this clause, to subcontractors under the clause at FAR 52.232-40, Providing Accelerated Payments to Small Business Subcontractors.

(c) Subcontracts. Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including those for the acquisition of commercial items.

(End of clause)

252.237-7022 SERVICES AT INSTALLATIONS BEING CLOSED. (MAY 1995)

Professional employees shall be used by the local government to provide services under this contract to the extent that professionals are available in the area under the jurisdiction of such government.

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

(End of clause)

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Certified cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Data other than certified cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if certified cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

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)

Federal Agencies implementation of REAL ID Act (November 2016)

1. As of 01 November 2016, federal agencies to include military installations within the Tulsa District military geographical footprint no longer accept drivers' licenses and identification cards from Minnesota, Missouri, and Washington as proof of identity.

2. The following states will also be subject to REAL ID enforcement starting 30 January 2017; Kentucky, Maine, Oklahoma, Pennsylvania, and South Carolina. Federal agencies may not accept for official purposes driver's licenses or state identification cards from the above listed States. Additional information can be found at the following Homeland Security website link: https://www.dhs.gov/current-status-states-territories.

   In conjunction with a State's non-compliant driver's license/identification card, access to any military installation will require at least one of the following forms of identification (and subject to change):

   a. U.S. Passport
   b. U.S Passport Card
   c. Permanent Resident Card/Alien Registration Receipt Card (Form I-551)
   d. A foreign passport with a temporary (I-551) stamp or temporary (I-551) printed notation on a machine readable immigrant visa
   e. An employment authorization document that contains a photograph (Form I- 766)

f. Identification card issued by Federal, State, or local government agencies, provided it contains a photograph and biographic information such as name, date of birth, gender, height, eye color, and address
g. U.S. Coast Guard Merchant Mariner Cards/Credentials
h. PIV or Federally-Issued PIV-1 Cards (Personal Identification Verification) issued by the Federal Government
i. PIV-I card (Personal identification verification-Interoperable Issued by Non-Federal Government entities)
j. DHS "Trusted Traveler Cards" (Global entry, NEXUS, SENTRI, FAST) • Merchant Mariner card issued by DHS/ United States Coast Guard (USCG)
k. Border Crossing Card (Form DSP-150); U.S. Certificate of Naturalization or Certificate of Citizenship (Form N-550) and U.S. Permanent Resident Card (Form I-551)

Further, specific access requirements can vary by installation, please contact the local Tulsa District field office where work is being performed.

3. It is the responsibility of the prime contractor to transmit this information to any affected subcontractors that you may be utilizing.

(End of special contract requirement)

CONTRACTOR PERFORMANCE INFORMATION (January 2015)

In accordance with Part 42.15 (Contractor Performance Information) of the US Army Corps of Engineers Acquisition Instruction (UAI), contractor performance assessments shall be completed in accordance with FAR 42.15, DFARS 215.304 and 242.15, as well as, AFARS 5117.9005 and 5142.15.
The systems formerly known as Architect-Engineer Contract Administration Support System (ACASS) and Construction Contractor Appraisal Support System (CCASS) have been incorporated into the Contractor Performance Assessment Reporting System (CPARS). CPARS is a web-enabled application that collects and manages the performance reports (https://www.cpars.gov).

The U.S. Army Corps of Engineers (USACE) will evaluate contractor's performance and prepare a performance report using the CPARS. CPARS is used to assess a contractor's performance and provides a record, both positive and negative, on a given contractor during a specific period of time. After an evaluation (interim or final) is prepared by the USACE, the contractor will have the ability to access, review and comment on the evaluation.

Non-DoD Government users may access CPARS using a Personal Identify Verification (PIV) card or with a password for those that do not have a PIV. Contractors are also encouraged to obtain and use a Public Key Infrastructure (PKI) certificate, although a password may be used in lieu of a certificate for those that do not wish to obtain a certificate. Current PKI information, User Manual, and frequently asked questions can be found on the CPARS web site (https://www.cpars.gov/index.htm). Obtaining access to CPARS is the sole responsibility of the Contractor.
(End of special contract requirement)

SWD-QASP: Required Quality Assurance Surveillance Plan (QASP) or Other Surveillance Plan.

A QASP or Other Surveillance Plan is included with this contract as follows (check applicable):

XX QASP or Surveillance Plan is incorporated in the Scope of Work **(Per Individual Task Orders**)
___ QASP or Surveillance Plan is included with the basic contract award document.
___ QASP or Surveillance Plan is provided below.

(End of special contract requirement)

EXAMPLE PROJECT PWS

Section J

Solicitation #W912BV-21-R-0018

EXAMPLE PROJECT
(this project will not be awarded)

PERFORMANCE WORK STATEMENT (PWS)
For
IMPACT AREA 12 Munitions and Explosives of Concern (MEC) Removal
FORT BOOT, NACONA, TEXAS

12 March 2021

***Note to Offerors: This is an Example Project, with no existing documentation (i.e. RI/FS, Decision Document, etc.). This Example Project will not be awarded. Offerors will develop a technical approach and proposed price based on Section L requirements and the information contained therein.*

1.0. INTRODUCTION

This example project Performance Work Statement (PWS) is for obtaining Government and Regulatory approval of a military munitions response program (MMRP) action to conduct remedial actions on Impact Area 12 at Fort Boot Artillery Range. The impact area is being cleared for re-purposing as a training support area and will remain Army property.

This PWS defines the scope of a full range of environmental remediation and engineering activities necessary for the investigation, design, and performance of environmental remediation to achieve performance objectives under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).

2.0. BACKGROUND

Fort Boot is an Army Reserve Training Center located North of the town of Nacona, in Montague County, Texas, 47 miles East of Wichita Falls north of US Highway 82. The Fort was initially established as a frontier outpost in 1857 during the settlement of Texas as a base for cavalry patrols. During World War 1 (WWI), the Fort served as an Army training center for artillery units deploying to France with the American Expeditionary Force. The Fort's Impact Areas were initially established for this training on property purchased from local landholders. After WWI, the Fort's mission was reduced, and the Ranges were retained for Reserve Unit training, which occurred sporadically until 1941, when the Fort was reactivated to train artillery units for WWII. The Army opted to keep the Fort open as a Reserve Training Center after WWII, and the training mission for Reserve artillery units continued through the Korean War, Vietnam War, and most recently the Global War on Terror.

Finds of chemical warfare material have not been made during prior investigations, and none are anticipated. However, should chemical munitions or munitions with an unknown filler be encountered, the contractor shall immediately assemble their personnel and withdraw upwind from the munition and secure the site until relieved by Military EOD personnel and notify the on-site OESS immediately. The OESS shall notify command authorities and USACE agencies.

In 2015 the Army Reserves reconfigured a portion of the Impact Area on the artillery range to support counter improvised explosive device (IED) training for Reserve units deploying overseas. The 200-acre Impact Area 12 site was selected as a portion of this new training area. Previous work performed at the site included a site inspection (SI) completed in 2016, remedial investigation (RI) completed in 2017, and the feasibility study (FS) completed in 2018. A record of decision document (ROD) was signed in 2019 implementing a surface and subsurface removal effort to four feet below ground surface (bgs) for Impact Area 12. The ROD specified that geophysical technology

incorporating Advance Geophysical Classification methodologies be used for subsurface clearance within the Impact Area. See the map at Attachment 3.

ASSUMPTIONS:

- *Assume that all non-hazardous waste will be disposed at the Ft Boot Landfill. Off-site disposal of non-hazardous waste is not required*
- *Assume 2 public meetings at Nacona, TX.*
- *Assume a project schedule start date of 30 September 2021.*
- *Assume that no utilities exist on the project site.*
- *Assume that the project will have no impacts to sensitive cultural or natural resources.*
- *Assume an average anomaly density of 800 per acer.*
- *Assume 3,280,000 lbs of MPPEH within the MRS to be inspected, certified as MDAS and shipped off site (2,460,000 lbs Surface and 820,000 lbs subsurface) and 820,000 lbs of MDEH/MEC (164,000 lbs surface and 656,000 lbs subsurface) to be inspected and certified as MDEH/MEC and provide disposition.*
- *Assume ordnance employed at the site included the following:*
    - *8-inch High Explosives projectiles (5% of total assumed lbs)*
    - *155mm High Explosive and White phosphorous Projectiles (10% of total assumed lbs)*
    - *105mm High Explosive and White Phosphorous Projectiles (35% of total assumed lbs)*
    - *75mm High Explosive Projectiles (50% of total assumed lbs)*

- *Assume SI and RI findings recovered 8" projectiles at a maximum of 4 feet bgs. Small projectiles were found dispersed at shallower depths*
- *Assume SI and RI findings were negative for the presence of any CWM*
- *Assume RI environmental sampling indicated that MC contamination on site was not above action levels*
- *Assume that field sampling of environmental media will only be required for discovery of low-order explosions.*
- *Assume that ICM projectiles were not fired on the Ft Boot Range*
- *Assume that Depleted Uranium projectiles were never fired on Ft Boot Range*
- *Assume that infantry training never occurred in Impact area 12 (No grenades, mortars, rockets, missiles, etc.)*
- *Assume no aviation training was conducted in Impact Area 12 (No rockets, missiles, 20/30mm projectiles, or ICM)*
- *Assume RI geophysical data were collected with Geonics EM61-MK2 and targets were selected using a threshold of 5 millivolts on channel 2.*

3.0. PWS GENERAL REQUIREMENTS

This is a performance-based task order (T.O.) with a maximum 5-year period of performance (PoP). The Contractor shall be responsible for executing a munitions removal in the impact area to a comply with the ROD. Contractors shall affirmatively present within their proposals a clear understanding of the performance-based nature of the contract and associated ownership of risk. The Contractor shall perform all necessary environmental remediation and engineering activities as required to achieve the performance objectives of this PWS.

The Contractor must possess the required expertise, knowledge, equipment, and tools required to meet or exceed the Government's objectives identified in this PWS in accordance with established industry standards. The Contractor must have the capability and experience to perform, or provide, a wide range of MMRP related services, to include planning, assessing risks, safely and economically conducting MEC detection, excavation, disposal, materials potentially presenting an explosive hazard (MPPEH) management and disposal and reporting to Army and stakeholder agencies as described below.

The Contractor must perform all the necessary remediation work as required to meet the performance objectives of this PWS and implementation of the selected alternative in the approved ROD. Environmental activities at the facility are being conducted pursuant to CERCLA, as amended by the Superfund Amendments and Reauthorization Act (SARA), National Oil and Hazardous Substances Contingency Plan (NCP) requirements, applicable Texas environmental regulations with regulatory coordination, as appropriate with the U.S. Environmental Protection

Agency (USEPA) and the Texas Commission on Environmental Quality (TCEQ). Additionally, since work will be conducted on sites proven to be contaminated with MEC, compliance with the Defense Explosives Safety Regulation (DESR) 6055.9 Edition 1 and applicable Army and USACE guidance on MEC removal and disposal activity is required. All work shall be performed in accordance with this contract and applicable Federal, State, and local regulations. The Contractor shall be responsible for acquiring the latest version of applicable regulatory, agency, or installation guidance to perform this work to standard.

The contractor shall manage and properly dispose all wastes generated by his operations at Fort Boot. These wastes may include non-hazardous municipal type wastes such as packing material, pallets, and office trash. The Contractor shall coordinate with the environmental management section at Fort Boot to determine the appropriate disposal strategy for all waste they generate on the installation, including any non-MEC hazardous waste found in the Impact Area 12 MRS. Costs for the disposal of all wastes are the responsibility of the contractor.

Any spills of hazardous material will be reported immediately to Fort Boot environmental management. The contractor shall review and comply with the Installation Spill Plan regarding spill cleanup on post. The contractor is responsible for the cost for cleanup and disposal of hazardous material they spill.

4.0. SITE SPECIFIC INFORMATION

4.1. Impact Area 12 MRS (200 acres)

The SI Report confirmed the presence of MEC and MPPEH within the current boundary of the Impact Area. The SI estimated that MEC at the site had penetrated up to 4 feet within the impact area and may extend beyond the impact area into the Buffer Zone. The PDT and the installation determined that a Remedial Investigation (RI) was required. The RI was completed in 2017, and findings confirmed the presence of MEC within the Impact Area 12 Buffer Zone; but the safety fans associated with the Impact Area 12 were found to be free of MEC or MPPEH. Based on the PDTs input and findings of the RI, the Impact Area MRS was expanded to include the Buffer Zone to the north of the Impact Area (Appendix 3). RI field work and DGM data confirmed the subsurface presence of 75mm, 105mm, 155mm and 8-inch diameter explosive projectiles. The FS recommended a full removal action take place within the MRS before any construction work commenced. Environmental sampling conducted during the SI and RI phases indicated that MC sampling is not required for the site. TCEQ has waived a requirement for post detonation sampling at munitions disposal locations. The Texas State Historic Preservation Officer has confirmed that based on a 2001 survey, no significant cultural resources have been documented in the Impact Area 12 MRS on Fort Boot. The Comanche Nation Tribal Historic Preservation Office (THPO) has concurred and expressed no concerns with the undertaking. The range is open to hunters during deer season on a seasonal permit basis.

5.0. PERFORMANCE OBJECTIVES

This example PWS is for a performance-based, firm-fixed-priced T.O. to successfully meet all performance objectives listed in Table 1. The Contractor shall furnish all labor, materials, and equipment necessary to successfully complete all performance objectives identified in this PWS.

The purpose of this PWS is to implement a surface and subsurface MEC removal action as specified in the approved ROD.

The Contractor shall propose a technical approach to achieve the objective in the following table.

TABLE 1 – PERFORMANCE OBJECTIVES AND STANDARDS

Task	*Performance Objective/Task*	*Performance Standard*
Task 1	Project Management and Planning	USACE acceptance of project management and planning documents.
Task 2	AGC-QAPP and QASP	USACE and TCEQ Acceptance as outlined in L1

TABLE 1 – PERFORMANCE OBJECTIVES AND STANDARDS		
Task	*Performance Objective/Task*	*Performance Standard*
Task 3	APP/SSHP	USACE Acceptance of Final APP/SSHP
Task 4	ESS	DDESB Acceptance letter for Final ESS
Task 5	Field Work	USACE and TCEQ Acceptance as outlined in L1
Task 6	Site Specific Final Report	USACE and TCEQ Acceptance of Final report
Task 7	After Action Report ESS	USATCES and DDESB acceptance of Final AAR ESS

There may be multiple milestones and/or deliverables for each performance objective (see Table 2). Payments will be based on successful completion of the milestones. Final decisions regarding the adequacy of milestone and deliverable completion resides with the COR with appropriate acceptance and approval of necessary documentation by regulators, and consistent with the Performance Objectives in Table 1. For the duration of the contract, the Contractor shall remain responsible for corrections.

6.0. PERFORMANCE MILESTONES.

Performance Milestones are identified in **Table 2 – Performance Milestones**. The Contractor shall propose pricing for the performance milestones utilizing Attachment L-2, Milestone Payment Schedule with Cost. **(NOTE: The Excel version of Attachment L-2 provided with the RFP shall be submitted with the Offeror's Volume II, Factor 6.)** The Contractor must utilize Attachment L-1, Milestone Payment Schedule without Cost to identify their anticipated scheduled start and completion dates for each milestone, based upon their overall project schedule. **The Contractor may NOT propose interim milestones to the Performance Milestones within Table 2.** As noted in Section 10, payments will be tied to the successful completion of a milestone, or an interim milestone, approved by the Contracting Officer, through the COR

TABLE 2 – PERFORMANCE MILESTONES			
CLIN	**Milestone Task**	**Performance Acceptance Standards and Approval Authority**	**Deliverable**
TASK 1 MEETINGS, PROJECT MANAGEMENT & REPORTS			
0001	Project Kick-Off Meeting via teleconference within 21 calendar days of contract award • Draft meeting minutes due within 5 calendar days after meeting. • Government will provide comments within 15 calendar days. • Final meeting minutes due within 7 calendar days after receipt of Government comments on the Draft	USACE USACE	Draft Kick-off-Meeting Minutes Final Kick-off-Meeting Minutes

TABLE 2 – PERFORMANCE MILESTONES

CLIN	Milestone Task	Performance Acceptance Standards and Approval Authority	Deliverable
0002	Project Management Plan (PMP) • Draft (PMP) within 30 calendar days of Award. • Government will provide review comments within 21 calendar days. • Final PMP within 14 calendar days of receipt of comments to the Draft.	USACE USACE	Draft PMP Final PMP
0003	Contractor Quality Control Plan (QCP) • Draft QCP within 60 calendar days of Award. • Government will provide review comments within 21 calendar days. • Final PMP within 14 days of receipt of comments to the Final.	USACE USACE	Draft QCP Final QCP
0004	QC Seed Firewall Plan • Draft QC Seed Firewall Plan within 60 calendar days of Award. • Government will provide review comments within 21 calendar days. • Draft Final QC Seed Firewall Plan within 14 calendar days of receipt of comments to the Draft • Government will provide comments within 14 calendar days • Final QC Seed Firewall Plan within 14 days of receipt of comments to the Draft Final.	USACE USACE USACE	Draft QC Seed Firewall Plan Draft Final QC Seed Firewall Plan Final QC Seed Firewall Plan
0005	QC Blind Seed Plan • Draft QC Blind Seed Plan within 60 calendar days of Award. • Government will provide review comments within 21 calendar days. • Draft Final QC Blind Seed Plan within 14 calendar days of receipt of comments to the Draft • Government will provide comments within 14 calendar days • Final QC Blind Seed Plan within 14 days of receipt of comments to the Draft Final.	USACE USACE USACE	Draft QC Blind Seed Plan Draft Final Blind Seed Plan Final QC Blind Seed Plan

TABLE 2 – PERFORMANCE MILESTONES			
CLIN	**Milestone Task**	**Performance Acceptance Standards and Approval Authority**	**Deliverable**
0006	Project Teleconferences and Monthly Progress Reports • Teleconference agendas to be submitted not later than 3 calendar days prior to the meeting • Monthly reports to be submitted with the monthly invoice.	USACE	Monthly Progress Report
0007	Contractor Manpower Reporting • Reporting due 31 October for services performed during the previous fiscal year period 1 October through 30 September • Reporting Periods Required: o 30 Sep 2022 o 30 Sep 2023 o 30 Sep 2024 o 30 Sep 2025 o 30 Sep 2026 o 30 Sep 2027	USACE	Copy of Report completed in SAM
TASK 2 AGC-QAPP and QASP			
0008	AGC-QAPP • Draft AGC-QAPP due within 90 calendar days of award. • Government will provide review comments within 21 calendar days. • Draft Final AGC-QAPP within 15 calendar days of receipt of comments on the Draft. • Government will provide review comments within 14 calendar days. • Final AGC-QAPP within 15 calendar days of receipt of comments on the Draft Final. Note: Revised Final submission may be required to address any review comments by TCEQ.	USACE USACE TCEQ	Draft AGC-QAPP Draft Final AGC-QAPP Final AGC-QAPP

TABLE 2 – PERFORMANCE MILESTONES			
CLIN	**Milestone Task**	**Performance Acceptance Standards and Approval Authority**	**Deliverable**
0009	Quality Assurance Surveillance Plan (QASP) • Draft QASP due within 15 calendar days of the draft AGC-QAPP. • Government will provide review comments within 21 calendar days. • Draft Final QASP due within 15 calendar days of receipt of comments on the Draft. • Government will provide review comments within 14 calendar days. • Final QASP due within 5 calendar days of receipt of comments on the Draft Final.	USACE USACE USACE	Draft QASP Draft Final QASP Final QASP
TASK 3 ACCIDENT PREVENTION PLAN (APP) with SITE SAFETY AND HEALTH PLAN (SSHP)			
0010	Accident Prevention Plan (APP) with Site Safety and Health Plan (SSHP) • Draft APP/SSHP due within 60 calendar days of Award. • Government will provide review comments withing 30 calendar days. • Draft Final APP due within 14 calendar days after receipt of receipt of review comments on the Draft.. • Government will provide review comments within 14 calendar days. • Final APP due within 14 calendar days of receipt of comments on the Draft Final.	USACE USACE USACE	Draft APP Draft Final APP Final APP
TASK 4 EXPLOSIVES SAFETY SUBMISSION (ESS)			

TABLE 2 – PERFORMANCE MILESTONES			
CLIN	**Milestone Task**	**Performance Acceptance Standards and Approval Authority**	**Deliverable**
0011	Explosive Safety Submission (ESS) • Draft ESS due within 45 calendar days of Award. • Government will provide review comments within 30 calendar days. • Draft Final ESS due within 15 calendar days of receipt of review comments on the Draft. • Final ESS due within 15 calendar days of receipt of review comments from USATCES. • Revised Final ESS due within 15 calendar days of receipt of review comments from DDESB comments.	USACE USACE USATCES DDESB	Draft ESS Draft Final ESS Final ESS Revised Final ESS Approved by DDESB
TASK 5 FIELD WORK			
0012	Mobilization • Within 45 calendar days of acceptance of Final APP/SSHP, AGC-QAPP and DDESB approval of ESS	USACE	Letter of Completion
0013	IVS Memorandum • Draft IVS Memo within 5 calendar days of installation. • Government will provide review comments within 10 calendar days. • Draft Final IVS Memo due within 10 calendar days of receipt of review comments on the Draft. • Government will provide review comments within 7 calendar days. • Final IVS Memo due within 5 calendar days of receipt of review comments on the Draft Final.	USACE Geophysicist USACE Geophysicist USACE	Draft IVS Memo Draft Final IVS Memo Final IVS Memo
0014	Blind Seed and Blind Seed Location Database • Install blind seeds • Blind seed location database to be submitted for review and acceptance prior to any detection data collection.	USACE	Blind Seed Location Database approved by USACE

TABLE 2 – PERFORMANCE MILESTONES			
CLIN	**Milestone Task**	**Performance Acceptance Standards and Approval Authority**	**Deliverable**
	• Blind seed location and database information shall not be known to, available to or accessible by any contractor or sub-contractor personnel.		
0015	Remote Sensing with AGC	USACE and TCEQ	Letter of Completion
0016	Data Usability Assessment (DUA) with Selected TOI • Draft DUA within 30 calendar days of completion of geophysical survey activities • Government will provide comments within 14 calendar days • Final DUA within 10 calendar days of receipt of comments on the Draft	USACE USACE	Draft DUA Final DUA
0017	Sub-surface removal of Targets of Interest (TOI) • Removal of TOIs to a depth of up to 4 feet below ground surface (bgs) on 200 acres	USACE	Letter of Completion for quantity of acres completed to accompany monthly invoice for approval
0018	De-mobilization	USACE	USACESS OESS Signed ENG Form 6048 and Final Letter of Completion from USACE PM and Fort Boot
TASK 6 SITE-SPECIFIC FINAL REPORT (SSFR)			
0019	Site-Specific Final Report (SSFR) • Draft SSFR due within 45 calendar days of final demobilization. • Government will provide review comments within 21 calendar days. • Draft Final SSFR due within 15 calendar days of receipt of review comments on the Draft.	USACE USACE	Draft SSFR Draft Final SSFR

TABLE 2 – PERFORMANCE MILESTONES			
CLIN	**Milestone Task**	**Performance Acceptance Standards and Approval Authority**	**Deliverable**
	• Government will provide review comments within 14 calendar days. • Final SSFR due within 15 calendar days of receipt of comments on the Draft Final. Note: Revised Final submission may be required to address any review comments by TCEQ.	TCEQ	Final SSFR approved by TCEQ
TASK 7 AFTER ACTION REPORT (AAR)			
0020	After Action Report (AAR) ESS • Draft AAR ESS within 30 calendar days of TCEQ acceptance of SSFR. • Government will provide review comments on the Draft within 30 calendar days. • Draft Final AAR ESS due within 14 calendar days of receipt of review comments on the Draft. • EMCX will provide review comments within 21 calendar days. • Final AAR ESS due within 15 calendar days of receipt of review comments on the Draft Final. • USATCES will provide review comments within 30 calendar days. • Revised Final AAR ESS for DDESB review and approval due within 15 calendar days of receipt of review comments from USATCES. Note: Revised Final submission may be required to address any review comments by DDESB.	USACE EMCX USATCES DDESB	Draft AAR Draft Final AAR Final AAR Revised Final AAR

7.0. TASK REQUIREMENTS

This project's objective is to perform a 200-acre MEC removal action to comply with the selected remedies under the existing the ROD for repurposing the MRS into a Counter IED training area. These requirements and additional activities are identified in PWS Table 1 – Performance Objectives and Standards Summary

7.1. TASK 1: Project Management and Planning

The Contractor shall provide Contract task order Management for performing the PWS requirements. The Contractor shall provide Contract Management including prime and subcontract support as required, internal project controls and Quality Control (QC), status reports on work being performed under this contract, invoicing and pay requests, and other coordination and personnel support for the individuals assigned to this contract for the entire period of performance of the contract (maximum of 5 years). Submittal timelines are contained within PWS Table 2.

7.1.1. Project Kick-off Meeting

The Contractor shall participate in a kick-off meeting at Fort Boot, Nacona, TX. The kick-off meeting will provide an introduction of both Contractor and Government personnel, discuss the contractual requirements, and lay out the path forward for successful contract execution. The Contractor shall prepare meeting minutes and provide them to all meeting participants within seven business days of the kick-off meeting. Submittal timelines are contained within PWS Table 2.

7.1.2. Project Management Plan (PMP)

The Contractor shall prepare and maintain a PMP that is based on the Contractor's proposal that at a minimum includes technical approach, management organization and integration of the Contractor's project team, their responsibilities and authorities, schedule and schedule management, transitional activities (if any), risk management (to include identification of risks to successful performance and corresponding mitigation measures to reduce / eliminate those risks), milestone payment schedule (MPS without Cost, Attachment L-1), CLIN/Sub-CLIN management, quality management, health and safety management, project communications, the process by which the Contractor will deliver weekly and monthly progress reports. access procedures, stakeholder Points of Contact (POCs), and security management. The PMP must be updated annually.

The PMP shall also provide a detailed presentation of lines of communication for all aspects of initiating, performing, and successfully concluding the contract. The Contractor shall coordinate and receive approval from USACE prior to communicating with regulatory and external stakeholders. If conference calls are required to adequately address concerns, issues, and/or questions, the Contractor shall be responsible for setting up conference call lines. Contractual issues will be directed to the USACE COR and contracting officer (KO).

Submittal timelines for the PMP are contained within PWS Table 2.

7.1.3. Quality Control Plan (QCP)

The Contractor shall develop and submit a draft and final Quality Control Plan (QCP). The QCP shall provide a summary of how the T.O. tasks will be managed so that quality is maintained throughout the execution of the project from T.O. Award to completion. The QCP shall describe the Contractor's quality control procedures for field documentation, training personnel, subcontractor deliverables, etc. Finally, the QCP shall describe the quality control process for technical document submittals such as UFP-QAPP and reports. The QCP shall describe these processes for all tasks associated with this T.O.

Submittal timelines for the QCP are contained within PWS Table 2. Two versions of the Final QCP shall be submitted; a red line strike out version noting changes from the Draft to Final version in Word format, and a clean copy of the Final version in Word and PDF format.

As part of QC requirements of the GSV, the contractor shall install blind seeds. All seed locations shall be surveyed by a licensed surveyor with locations having centimeter accuracy. MEC avoidance according to EM 385-1-97, Change 1 will be provided for the survey party. Placement of seeds shall be at variable depths and orientations but no deeper than can be reliably detected using advanced EMI sensors. Seeds will be placed in sufficient quantity to meet all requirements of the AGC-QAPP and with a density of no less than 1 seed per system per day of planned data collection. The Contractor shall keep all knowledge of quality control seeds blind from the data collection and processing teams until after all anomaly excavation activities are complete. The Contractor shall submit for review and acceptance the QC Seed Firewall Plan (SFP). In addition, the contractor shall submit to USACE the QC Blind Seed Plan (BSP) for review and the final seed location database as **separate deliverables** prior to the start of detection data collection.

All ground truth data shall be firewalled from all contractor personnel performing any aspect of the geophysical analysis. All ground truth data requests by the contractor's geophysical analysts shall be made directly to the Government. No ground truth information shall be provided to the contractor's analysis personnel from sources other than the Government unless approved in writing by the Government. The contractor shall provide a firewall plan that assures all seeding results cannot be viewed or otherwise obtained by or made available to any personnel performing classification activities.

7.1.4. Project Teleconferences and Monthly Progress Reports

Weekly and monthly progress reports shall be submitted during all fieldwork activities. During periods of no fieldwork the Contractor shall submit only monthly progress reports. The Contractor is expected to regularly update USACE on project status, via telephone or electronic mail, including daily communication with the USACE point of contact as necessary during the execution of field activities. In addition to this regular informal communication, the Contractor shall prepare for and conduct monthly teleconferences with USACE and ARNG (with EPA and TCEQ, as appropriate) for the duration of the TO, beginning the first month after contract Award.

The agenda for each monthly status meeting shall include technical discussion as well as present the status of the project schedule. The Contractor shall provide sufficient detail to inform USACE of activities completed during the previous month, activities to be completed during the next month, and an updated project schedule through completion of project tasks. The Contractor shall be responsible for the preparation and submission of all meeting minutes, or other required documentation, per the timelines identified in PWS Table 2.

7.1.5. Contractor Manpower Reporting

In accordance with FAR 4.1703, Section 743(a)(3) of Division C of Public Law 111-117, Office of Federal Procurement Policy (OFPP) and the Revised Department of Defense Contractor Manpower Reporting Initiative, the contractor shall report required information for Services Contracts meeting specific thresholds and that are within four (4) prescribed Product Service Codes (PSCs). Contractors must log into their SAM profile accounts at www.SAM.gov to perform the contract reporting (also reference the SAM Quick Start Guide for Service Contract Reporting).

SAM receives contract information from FPDS-NG and will enable reporting for entities with contracts that meet the required reporting thresholds and will auto-populate much of the required information for reporting. After logging into the SAM account, the Contractor will select ‘Entity Registration’ and then select ‘Service Contract Reporting’. SAM will display the entities which have service contracts and meet the reporting criteria. Next, select ‘View by Entity’ to see the service contracts for each entity, then select ‘Add’ for the service contract against which a Service Contract Report is to be created. The Contractor will then be taken automatically to the Complete Service Contract Report page. SAM automatically retrieves and displays the contract information.

The required information to be entered is:

a. **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).

b. **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 to calculate a Full Time Employee (FTE) equivalent, displayed under the Prime Contractor Hours Expended as a Prime Contractor FTEs.

c. Tier 1 Subcontractor Information: Report any required Tier 1 subcontractor information by selecting the ‘Add Tier 1 Subcontract Information’ button.

Click ‘Submit’ once the report is completed. This saves the report and returns the user to the ‘Select Service Contract’ page where another report can be created, or an existing report can be edited.

Any previously completed report can be edited as frequently as necessary until the end of the reporting period by selecting ‘View/Edit’ for the selected report.

Reporting must be completed annually, and copy provided to USACE by October 31 for work performed under applicable services contracts during the preceding Government fiscal year (October 1-September 30).

7.2 TASK 2: Advanced Geophysical Classification Quality Assurance Project Plan (AGC-QAPP) and Quality Assurance Surveillance Plan (QASP)

AGC-QAPP: The Contractor shall prepare a comprehensive AGC-QAPP IAW Inter-Governmental Data Quality Task Force (IDQTF) AGC-QAPP template (March 2016, or most current version). The AGC-QAPP is written to address elements of data collection and field activities. It will also be supplemented with standard operating procedures (SOPs). The AGC-QAPP Manual specifically allows cross-referencing to other documents that contain relevant information. The Contractor shall include a table illustrating any variations or deviations from the AGC-QAPP template.

The AGC-QAPP provides information on four areas: (1) Project Management and Objectives; (2) Measurement and Data Acquisition; (3) Assessment and Oversight; and (4) Data Review. This document meets the requirements and elements set forth in the U.S. Department of Defense (DoD) Quality System Manual Version 5.2 (QSM), the AGC-QAPP Manual, EPA505-B-04-900A, Version 1, 2005.3, and the EM 200-1-15.

Submittal and review schedule for AGC-QAPP are outlined in Table 2.

QASP: The Contractor shall also develop a standalone proposed Quality Assurance Surveillance Plan (QASP) for use by the Government. The Draft QASP using the template provided as Attachment 1 and incorporating the Table of Objectives (Table 1) of the PWS shall be submitted within 15 calendar days of submitting the Draft AGC-QAPP.

The Government shall evaluate the contractor's performance under this contract in accordance with the QASP. 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).

The QASP should highlight key quality control activities, tasks or events that the COR will use to determine when USACE inspections can be conducted to assess progress toward and/or completion of milestones. Government Quality Assurance of in-process and all completed MEC removal work shall be conducted by OESS personnel. Activities identified in the QASP should be appropriately coded in the project schedule to allow for planning of Government Quality Assurance (QA) seeding and inspections. The Government reserves the right to modify the surveillance tasks in the QASP at any time. The Government reserves the right to perform QA inspections at any time. QA failure can be defined as workmanship or work products not complying with the Work Plan, this Performance Work Statement, or not meeting project needs and/or objectives. Failure can also be defined as workmanship not complying with basic safety concepts and other industry safety practices.

If any government QA review identifies a process failure or a work product failure, the Contractor will be issued a Corrective Action Request (CAR). The Contractor shall provide full documentation detailing the root cause of the failure, why it was not detected in the Contractor's QC Program, and how the problem was corrected.

Submittal and review schedule for QASP are outlined in Table 2.

Government QA Seeding: The Government will conduct QA seeding requirements in accordance with (IAW) Engineer Manual (EM) 200-1-15. The contractor shall schedule field work efforts to allow ample time for QA seeding between contractor's QC seeding and initiation of data collection. The contractor shall supply the USACE with virtual grid files for the project area to include a boundary file of the area(s) where DGM/AGC will be performed 6 months prior to the planned start of data collection.

Geographic Information Systems. All available existing data that is applicable to meeting project objectives shall be consolidated into a geospatial database and analyzed to relay pertinent information to the USACE PDT which may include GIS layers relating to MEC, cultural, environmental, biological, socio-economic, and/or infrastructure variables. Examples include real estate parcel boundaries, streets, highways, flora, fauna, and other sensitive

habitats, MEC positively identified, positively identified archeological sites, environmental samples, and community structures.

The database shall be a living repository that is refined throughout the life of the project. The Contractor shall submit the GIS data in a format compatible to the ESRI (ArcView/ArcInfo) system, version 9.x. The Contractor shall provide all submittals in the UTM coordinate system. Known or discovered archeological site location(s) will not be released to the public without written permission from USACE. This submission may be by DVD or ftp site. The Contractor shall coordinate with USACE and ARNG for this submission. Pre- and post-project response action geospatial data analyses shall be performed using a GIS.

The Contractor shall be responsible for ensuring site data is collected in formats that will interface with the existing GIS database. GIS shall be employed to develop deliverable figures, including an updated Conceptual Site Model.

The AGC-QAPP will contain an **Explosives Management Plan** (EMP) as detailed in EM 200-1-15, 30 Oct 2018.

If sampling is required in order to establish clean backfill material, then the necessary QAPP worksheets will be integrated into the existing project QAPP to address this effort. Environmental sampling is not needed to implement the ROD. Additionally, an accepted conceptual site model has been completed in advance of this removal work.

7.3. Task 3 Accident Prevention Plan and Site Safety and Health Plan (APP/SSHP)
The Contractor shall develop and submit a draft and final combined APP/SSHP for USACE review and acceptance. The APP/SSHP shall include Activity Hazard Analyses (AHA) for the tasks required for the execution of this PWS. Field work shall not proceed until the APP/SSHP has been reviewed and deemed acceptable by the Government.

Accident Prevention Plan
The Contractor shall prepare an APP specific to the activities being performed. It shall include an AHA, as described below. The APP shall detail how safety and health will be managed during the project. All work shall be conducted IAW the APP, the U.S. Army Corps of Engineers Safety and Health requirements Manual (EM 385-1-1, most recent edition), and all applicable federal, state, and local safety and health requirements. Special attention shall focus on the requirements of EM 385-1-1, specifically Section 01.A.12 through 01.A.17, Figure 1-2 AHA, and Appendix 3, (Minimum Basic Outline for Accident Prevention Plan). A copy of EM 385-1-1 can be accessed electronically at Headquarters USACE website under publications using the following link: http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf

The Contractor shall conduct an all-hands safety meeting at the project site on the first day of work, whenever a new activity or phase of work begins, or at least weekly during the progress of work. All safety meetings shall be documented by the Contractor. Records of daily safety briefings conducted at the job site shall be submitted to the Government weekly.

Activity Hazard Analysis
An AHA shall be submitted as an attachment to the APP/SSHP for each major phase of field work. A major phase of work is defined as an operation involving a type of work presenting hazards not experienced in previous operations or where a new subcontractor or work crew is to perform the work. The analysis shall define all activities to be performed, identify the sequence of work, the specific hazards anticipated, assessed risks, and the control measures to be implemented to eliminate or reduce each risk to an acceptable level. Prior to the initiation of field work a preparatory meeting shall be conducted by the Contractor to discuss the AHA contents with all engaged in the activity, include all subcontractors and Government on-site representatives. The AHA shall be continuously reviewed and revised to address changing site conditions or operations as appropriate. Any changes to the risk assessment code (RAC) on an AHA must be submitted to USACE for acceptance before they are implemented by the field crew.

All accidents and near misses shall be investigated by the Contractor. All work-related recordable injuries, illnesses, and property damage accidents (excluding on-the-road vehicle accidents), in which the property damage exceeds $5,000.00, shall be verbally reported to USACE within 4 hours of the incident. Serious accidents as described in EM 385-1-1 Section 01.D shall be immediately reported to USACE. ER 385-99 and ENG Form 3394 shall be completed

and submitted to the USACE PM within five (5) working days of the incident. All safety/property damage incident transmittals to USACE shall be in electronic format.

Submittal timelines for the APP/SSHP are contained within PWS Table 2. The Contractor is responsible for updating the APP/SSHP during project execution.

7.4. TASK 4: Explosives Safety Submission

The Contractor shall prepare an Explosives Safety Submission in accordance with EM 385-1-97, Errata Sheet 3, Appendix V. Prepare the document in draft, draft final, final, and revised final versions in accordance with the timeline and requirements outlined in Table 2.

7.5. TASK 5 Field Work

The Contractor shall ensure that all field work performed under this T.O. is in strict compliance with all applicable federal, state, and local laws, and regulations, agreements, and policies. The Contractor shall ensure that all activities performed by its personnel, subcontractors, and suppliers are executed IAW said authorities. Any incident of noncompliance noted by the Contractor shall be immediately brought to the attention of the COR. Nothing in this contract shall relieve the Contractor of its responsibility to comply with applicable laws and regulations and State of Texas and EPA regulatory review authority.

The Contractor shall be responsible for obtaining all permits, licenses, acceptances, and/or certificates required or necessary to accomplish the work requirements. When the work to be performed requires facility clearances, such as digging or drilling permits, the Contractor shall obtain such clearances and/or permits prior to any drilling or excavating operations. The Contractor shall also be responsible for locating all utilities, if applicable, in the work area. Active utilities shall be avoided; any damage to active utilities by the Contractor shall be reported immediately to the USACE PM and COR. These damages must be repaired immediately by the Contractor at no additional cost to the Government.

The Contractor shall commence field activities within 45 calendar days following receipt of USACE's acceptance of the Final APP/SSHP, AGC-QAPP, and the DDESB approval of the ESS. The actual field effort will be based on the Contractor's proposed technical approach and any accepted alteration or changes to that approach based on additional field data as incorporated into the approved UFP-QAPP to achieve the performance objectives (PWS Table 1).

Mobilization. The Contractor shall be responsible for mobilizing necessary equipment, supplies, personnel, and subcontractors required to execute this task in a timely manner consistent with safety on the project. Establishing any temporary facilities for office space, equipment and material laydown, and vehicle parking must be fully coordinated with Fort Boot Range Control. Explosive storage to support this T.O. will comply with Army directives, Federal Laws governing commerce in explosives, and the ESS approved by DDESB. The contractor is responsible for coordinating and receiving approval for the storage and use of commercial explosives on the installation as described in DA Pam 385-64, Chapter 21, Para 21-3. The contractor will be responsible for providing storage facilities for explosives.

Cultural and Natural Resources

There are no cultural or sensitive (or critical) natural resources within the MRS. If cultural resources are unexpectedly encountered during the project, the Contractor shall immediately notify the USACE PM, OESS and COR for coordination of response / mitigation activities with appropriate project stakeholders.

Notifications / Field Coordination

During the field effort, the Contractor's field lead shall coordinate daily with the appropriate onsite USACE representative—normally the OESS. Coordination shall include a brief discussion on daily work, health/safety issues, if any, work progress, potential problems, deliveries, and any other job-related issues.

The Contractor shall inform the USACE COR and PM of upcoming field work at least 30 calendar days prior to field mobilization. The Contractor shall additionally notify the USACE PM, COR and USACE's onsite representative of critical issues that may affect the contract performance and/or human health and the environment.

The types of issues that require notification include, but are not limited to injuries, health risks, spills, theft or burglary, and changes in key personnel. On critical issues, verbal notification shall be made immediately, followed by written notification within 24 hours.

Establishing Grid Network. The Contractor shall perform civil surveys IAW USACE requirements, as listed below. All geospatial data submitted shall be described in the Universal Transverse Mercator (UTM) coordinate system. A professional surveyor licensed to do business in the State of Texas shall set all boundaries and corners of grids in each MRS being surveyed utilizing durable wooden pickets placed in the southwest corner of each grid. The grid number shall be identified on the corner picket of each grid. Contractor will provide UXO escort and use MEC avoidance according to EM 385-1-97 (Change 1) for placing wooden pickets. Civil surveys must be performed in accordance with EM 200-1-15, EM 1110-1-2909 and EM 1110-1-1003. GIS data obtained from surveys must be managed and maintained in accordance with EM 200-1-2, EM 200-1-15 dated 30 October 2015 (Chapter 5), EM 1110-1-2909, and DID WERS-007.01. The contractor shall submit a virtual grid file, to include a boundary file of the area where AGC will be performed 6 months prior to planned start of field work.

Any vegetation trimming or removal required to support project activities must be coordinated in advance with USACE and Fort Boot. Cut vegetation may be left on-site in a manner that does not pose a safety hazard.

Remote Sensing with AGC. The Contractor shall perform a subsurface removal action in the MRS using AGC in accordance with the accepted AGC-QAPP, the ESS and all applicable standards, such that the objective of this PWS and Data Quality Objectives (DQOs) as defined in the AGC-QAPP is complete. This task shall include all field activities necessary to collect and process dynamic and cued data, through the development and acceptance of the dig list, and post-dig analysis/QC of AGC results.

The Contractor, or subcontractor in charge of AGC, shall be accredited in accordance with the DoD Advanced Geophysical Classification Accreditation Program (DAGCAP). The Contractor shall notify their AB of each validation seed failure in accordance with the requirements of their accreditation. If, for any reason, the DAGCAP accredited geophysical classification organization responsible for the advanced geophysical classification has their accreditation suspended or revoked, the Contractor shall identify an alternate DAGCAP accredited organization to complete the task order at no extra cost to the Government.

All geophysics shall be IAW EM 200-1-15 and guidance (interim and final) from ESTCP, with the following exceptions and additions: raw ASCII data from advanced sensors shall be in a .csv or HDF5 that can be imported directly into UX-Analyze (latest version) without need of external or additional formatting; final, processed, advanced sensor data shall be delivered in Geosoft databases that can be opened and viewed using UX-Analyze (latest version) without need of external or additional formatting; inversion results (if calculated) shall be delivered in Geosoft database(s) that can be opened and viewed using UX-Analyze Version (latest version) without need of external or additional formatting; DGM performance requirements specified in Worksheet 22 of the AGC-QAPP shall take precedence over performance requirements in Tables 11-3 through 11-6 of EM 200-1-15. Contractor shall provide an appropriate data delivery system (SharePoint (weekly submittals), external hard drives, etc. (final submittal)) to deliver all interim and final electronic data.

Prior to the initiation of any DGM/AGC field data collection, the contractor shall employ the Geophysical Systems Verification (GSV) concept in accordance with "*A Physics-Based Alternative to Geophysical Prove outs for Munitions Response, Environmental Security Technology Certification Program (ESTCP), July 2009; amended September 2015*" and install an Instrument Verifications Strip (IVS) using anomaly avoidance techniques, test their system(s) and write an IVS Report for review by the government. A Draft IVS Memorandum will be submitted to the USACE within one week of the IVS's installation and equipment verification b. All IVS data will be included with the submittal of the IVS Memorandum This report will be issued as a Draft and Final document.

Selection of Targets of Interest (TOI). A Data Usability Assessment (DUA) will be submitted with the draft TOI and non-TOI lists within 30 calendar days following completion of geophysical survey activities for government review and acceptance. The Final DUA will be submitted to the government within 7 calendar days after acceptance of the final TOI and non-TOI lists.

Intrusive Investigation and Removal of TOI. The contractor shall perform all work to excavate and remove all TOI and debris from the MRS. Record the MEC/MPPEH found at each excavation. Include the location, identity of the munition or MPPEH found, its depth and attitude, along with its disposition. The Contractor will backfill all excavations made during the TOI investigation.

Disposal of MEC and MDEH. The Contractor shall destroy all MEC and MDEH found within the boundaries of the MRS. The contractor's technical approach may define plans for a central disposal area for the project, but the area must comply with EP 1110-1-17. Disposal procedures for MEC and MDEH shall comply with the approved Explosive Safety Submission (ESS) and EM 385-1-97. All engineered controls for blast and fragmentation that are employed at the site must be approved in the ESS or an amendment. MEC/MDEH and MPPEH will be handled, transported, and disposed of by UXO Qualified Personnel (UXOQP). The Contractor shall maintain a detailed accounting of all MEC/MDEH items/components encountered. This accounting shall include the amounts of MEC, nomenclature and condition, location, and depth of MEC, and final disposition. The accounting system shall also account for all demolition materials utilized to destroy MEC on site. The Contractor shall take digital photographs of MEC/MDEH found during the field investigation.

Material Documented as Safe (MDAS). Contractor shall inspect all MPPEH and secure resulting MDAS. The contractor shall secure inspected material and maintain all MDAS under a chain-of-custody as described in EM 385-1-97 and shall certify and dispose of all MDAS with a qualified receiver/recycler IAW DoDI 4140.62, EM 385-1-97 and EM 200-1-15. Mark all MDAS containers as required by EM 385-1-97 Paragraph I.11.A01.07.e.(1). MDAS being transported to the recycler will be accompanied by a DD Form 1348-1A completed as described in EM 385-1-97 and a chain of custody form. The Contractor is required to provide a letter of proof from the receiver verifying that the MDAS was smelted along with a date and time of processing. All MDAS documentation will be submitted to the Fort Boot document repository and USACE for record keeping. It will be incorporated into the Site Specific Final Report as an appendix.

Site Restoration. At the conclusion of field work after all QC/QA functions have been satisfactorily completed, the Contractor shall restore the site to original condition. All grid and boundary stakes shall be removed from the MRS and all excavations backfilled to original grade and seeded. All waste generated during the contract shall be removed from the MRS and any administrative areas or laydown areas that may have been established during the field work phase. As a minimum, the on-site OESS, SUXOS, and a representative of Fort Boot Range Control will conduct a site walk to confirm restoration conditions have been complied with. The OESS shall issue an ENG Form 6048 for acceptance.

Demobilization. The Contractor shall remove all temporary facilities, storage units, tools, equipment, and magazines from the Fort Boot Range within 5 days after field work is complete. The on-site OESS shall inspect the areas and issue a ENG Form 6048 for acceptance.

7.6 Task 6 Site Specific Final Report (SSFR). The contractor shall prepare a comprehensive SSFR documenting all aspects of the removal action. Prepare the report following USACE guidance to include EM 200-1-15 and provide all necessary details of each phase of the job specified in this PWS. Prepare the SSFR in Draft, Draft Final, and Final versions. The first draft will be the Army review copy. After a technical review of this document by Army subject matter experts (SMEs), the contractor shall provide the Draft Final version for review by TCEQ. TCEQ will provide their technical comments for resolution; and once these comments are resolved, the contractor shall submit the Final SSFR.

7.7 Task 7 After Action Report (AAR) ESS. Following TCEQ acceptance of the SSFR, the contractor shall prepare an AAR ESS following the format and requirements of EM 385-1-97, Errata Sheet 3, Appendix Y. The AAR ESS will be submitted and reviewed as described in Table 2 of this PWS.

8.0. GENERAL TASK ORDER REQUIREMENTS

8.1. Anti-Terrorism/Operational Security (AT-OPSEC) Required Training

All Contractor employees, to include subcontractor employees, requiring access to Army installations, facilities and controlled access areas shall complete AT/OPSEC training within 30 calendar days after contract Award. See Attachment 2 for applicable OPSEC training.

8.2. Access and Security Requirements.
In order to ensure the security and orderly operation of Fort Boot any Contractor personnel who wish to gain access to Fort Boot shall follow procedures established by the Garrison. The Contractor shall account for potential delays due to DoD security requirements in their proposal. Fort Boot is a controlled access facility. The Contractor will be responsible for arranging and coordinating access with the COR and Fort Boot personnel prior to initiating site activities.

Physical Security: The Contractor shall be responsible for safeguarding all Government equipment (i.e. radios), information (GFI), and property provided for Contractor use. At the close of each work period, Government facilities, equipment, and materials shall be secured.. Contractors will check-in and out with Fort Boot ROCC following established range access protocols, and the Contractor will ensure that all of their personnel, vehicles, and equipment are accounted for before calling off-range at the end of the day. AT-OPSEC requirements apply, see Attachment 2.

8.3. Protection of Property
The Contractor shall be responsible for any damage caused to property of the United States (Federal property) by the activities of the Contractor or his Subcontractor(s) under this contract and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Contractor or his Subcontractor(s) incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Contractor to a condition satisfactory to the KO or reimbursement is made by the Contractor sufficient to restore or replace the property to a condition satisfactory to the KO in accordance with Federal Acquisition Regulations (FAR) Clause 52.245-2.

8.4. Project Stakeholders
For the purposes of this PWS, project stakeholders include the USACE, Ft Boot, and TCEQ.

8.5. Regulatory Involvement
All regulatory coordination shall be approved by Fort Boot through the USACE COR. All responses to comments (RTCs) associated with TCEQ document reviews shall be furnished and coordinated through the USACE COR. The Contractor shall provide the necessary support to initiate, schedule, and address all regulatory aspects of the project (e.g. organizing discussions with regulators concerning site response objectives and completion requirements, obtaining regulator comments and appropriately addressing them, and obtaining written documentation of approvals from the regulators). The USACE COR, or designee, and Fort Boot Environmental Management, will attend all meetings with regulatory agencies. With approval of the USACE COR and ARNG, the Contractor may also informally discuss issues with regulators and provide a memorandum for record on the discussions back to the USACE COR and ARNG.

8.6. Public Involvement
All public participation coordination shall be approved by Fort Boot Public Affairs Office (PAO) through the USACE COR. The Contractor shall provide the necessary support to initiate, schedule, and address all public participation aspects of the project (e.g. preparation of briefings, presentations, fact sheets, newsletters, and articles / public notices to news media). The USACE COR, or designee, will attend and represent the ARNG at all meetings with the public.

8.7. Communications
The Contractor shall not make available or publicly disclose any data or report generated under this contract unless specifically authorized by the USACE COR and KO. If any person or entity requests information from the Contractor about the subject of this PWS or work being conducted hereunder, the Contractor shall refer them to USACE COR. All reports and other information generated under this PWS shall become the property of the Government, and distribution to any other source by the Contractor is prohibited unless authorized by the USACE KO.

The Contractor shall furnish to the USACE COR a copy of any written correspondence between the Contractor and other parties relative to work performed under this TO.

8.9. Resources

8.9.1. *Government Furnished Resources*

Fort Boot shall make available the following resources to the Contractor:

- Portable Radios on the Range Control Network
- Range Specific access, emergency, and communication training for contractor personnel

8.9.2 *Contractor Furnished Resources*

The Contractor must possess all the required expertise, knowledge, equipment, and tools required to meet or exceed the objectives identified in this PWS in accordance with established industry standards. In addition, the Contractor shall be responsible for the following:

- Coordination with the Fort Boot Environmental Management for access to Fort Boot and its Artillery Range to execute this PWS.
- Coordination with Fort Boot's Environmental Management, Safety, and Range Operations and Control Center for daily access by personnel and coordination of operations during the performance of field work.
- Coordination with Fort Boot's Environmental Management to obtain any facility clearances or permits prior to any drilling or excavation operations.
- Payment for all utilities used for utilities consumed by field facilities.
- All waste generated under this contract shall be the responsibility of the Contractor.
- All permits, licenses, approvals, and/or certificates required or necessary to accomplish the work.
- Any other necessary resources needed to achieve the performance objectives.

9.0. Administrative Requirements:

9.1. Government Holidays

Work shall not be conducted on the following federal holidays:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

9.2. Hours of Operation

Normal operating hours for the ROCC are 0630- 1800 each day, although some variability can be expected for training being conducted. The contractor must ensure close coordination with the ROCC is maintained throughout the execution of field work.

9.3. Place of Performance

Work under this contract will be performed at Fort Boot located near the town of Nacona, Texas.

9.4. Subcontractors

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this task order to ensure fulfillment of all agreement provisions by subcontractors. If the Contracting Officer determines any subcontractor is not performing in accordance with PWS requirements, the Contractor will be informed in writing accordingly and immediate steps shall be taken by the Contractor to obtain acceptable subcontractor performance or to seek cancellation of such subcontract. Subletting by subcontractors shall be subject to the same requirements. Nothing contained in this task order shall be construed to create any contractual relations between any subcontractor and the Government.

9.5. Inspections and Acceptance

Inspection of Delivered Work. As soon as practicable after delivery of work in any installment, the KO or the COR will spot check the deliverables for serious errors or an undue number of minor errors indicating mistakes or

carelessness on the part of the Contractor. Based on the results of these checks, the USACE KO or the COR may forego a thorough inspection and return the entire submittal for examination and correction by the Contractor.

Resubmittal. In the event that documents or data submitted for review are deemed to be deficient, erroneous, or incomplete for a particular stage of work, the Contractor will be required to correct the deficiencies and resubmit the data within seven days of notice of deficiency at their cost. The revised document will be corrected to the standards for submittal documents required of the original.

9.6. Periodic Progress Meetings
The USACE KO or COR may require the Contractor to meet periodically to review the Contractor's performance. These meetings would be outside regular project status meeting conducted with the Project or Technical Manager. At these meetings the KO or COR will apprise the Contractor of how the Government views the Contractor's performance and the Contractor will apprise the Government of any problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be convened at no additional cost to the Government.

9.7. Contracting Officer Representative (COR)
The USACE 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 regarding 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 contract or task order.

9.8. Identification of Contractor Employees
The contractor is directed to comply with FAR 4 Personal Identity Verification of Contractor Personnel.

9.9. Contractor Travel
Contractor is required to travel to the installation location to conduct field work. Contractor will be authorized travel expenses consistent with the Joint Travel Regulation (JTR).

9.10. 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 USACE KO. 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.

9.11. Communications
The Contractor shall *not make available or publicly disclose* any data or report generated under this contract unless specifically authorized by the KO. If any person or entity requests information from the Contractor about the subject of this PWS or work being conducted hereunder, the Contractor shall refer them to the USACE COR. All reports and other information generated under this PWS shall become the property of the Government. The Contractor shall provide an acknowledgement of receipt of all transmittal letters sent to the Contractor by the Government. The only exception relates to communication of information required by Institutional Controls planned or in place.

9.12. Period of Performance
The period of performance (PoP) for the completion of this T.O. shall be 60 months from the date of Award.

9.13. Basic and Optional Requirements

CLINs are identified as Basic Requirements under this task order. No optional tasks are included.

10.0. MILESTONE PAYMENT REQUESTS (INVOICES)
Payment requests, with corresponding documentation attached, shall be submitted to the USACE RPEC upon completion of one or more performance milestones, not more frequently than once per month, to:

E-mail: Invoices-RPEC@usace.army.mil

When submitting for final payment, include a Release of Claims. The Contractor must provide advance coordination with the USACE RPEC invoicing POC prior to submitting a Release of Claims.

Concurrently, the Contractor shall also submit a copy of the technical progress reports to the USACE TM and USACE Program Manager.

11.0. GOVERNMENT POINTS OF CONTACT

Contract Specialist: Joshua Hope
Tulsa District Corps of Engineers
CECT-SWT
2488 East 81st Street
Tulsa, OK 74137-4290
(918) 669-7460
Joshua.D.Hope@usace.army.mil

Additional government points of contact will be provided after task order award. All written correspondence pertaining to this Performance Work Statement should be addressed to the Contract Specialist unless otherwise directed by the KO. Written directions or clarifications to this Performance Work Statement may only be given to the contractor by the KO or contract specialist. A change in Government Points of Contact during the period of performance for Task Order execution does not constitute a change to the PWS.

12.0. PROJECT FILES
All final documents shall be submitted on CD/DVD in source files that are compatible with Microsoft Word 2000 or higher software. Spreadsheets shall be in Microsoft Excel 2000 or higher. All final CADD drawings shall be in MicroStation V8i or higher. All GIS shall be in ESRI (Arcview/Arcinfo) V10 or higher format. Electronic data deliverables (EDD) in the Staged Electronic Data Delivery (SEDD) format shall be in SEDD Specification Version 5.2 or higher.

The Contractor will provide an electronic record of all correspondence, memoranda, after action trip reports, submittals, photographs, and any other records or documents generated as a result of executing the Contract requirements.

13.0. ATTACHMENTS

Attachment 1 – QASP Template
Attachment 2 – Anti-Terrorism (AT) / Operational Security (OPSEC) for Contracts
Attachment 3 – Site Map (provided separately as a pdf)

ATTACHMENT 1

QASP TEMPLATE

1.0 Overview

1.1 Introduction. This performance-based Quality Assurance Surveillance Plan (QASP) sets forth the procedures and guidance that the Contracting Officer's Representative (COR) will use in evaluating the technical performance of the Contractor in accordance with the terms and conditions of the performance work statement (PWS). A copy of the signed final QASP will be furnished to the Contractor so that the Contractor will be aware of the methods that the COR will use in evaluating performance for each task order under this contract.

1.2 Purpose. The QASP objective is to explain Government procedures to be used to verify that appropriate performance and quality assurance methods are used in the management of this performance-based contract. The purpose of the QASP is to assure that performance of specific activities and completion of milestones are accomplished in accordance with all requirements set forth in the PWS.

This QASP describes the mechanism for documenting noteworthy accomplishments or discrepancies for work performed by the Contractor. Information generated from COR's surveillance activities will directly feed into performance discussions with the Contractor. The intent is to ensure that the Contractor performs in accordance with performance metrics set forth in the PWS documents, the Army receives the quality of services called for in the contract, and the Army only pays for the acceptable level of services received.

The QASP details how and when the COR will monitor, evaluate, and document Contractor performance on the contract. The QASP is intended to accomplish the following:

1. Define the role and responsibilities of participating Army officials.
2. Define the key milestones/deliverables that will be assessed.
3. Define Exceptional, Very Good, Satisfactory, Marginal, and Unsatisfactory performance standards for key milestones/deliverables.
4. Describe the surveillance methodology that will be employed by the Army in assessing the Contractor's performance.
5. Describe the surveillance documentation process and provide copies of the form that the Army will use in evaluating the Contractor's performance.
6. Outline corrective action procedures.
7. Describe payment procedures.

2.0 Roles and Responsibilities of Army Officials

2.1 Contracting Officer. The Contracting Officer (KO) has overall responsibility for overseeing the Contractor's performance. The KO is responsible for the day-to-day monitoring of the Contractor's performance in the areas of contract compliance, and contract administration; reviewing the COR's assessment of the Contractor's performance; and resolving all differences between the COR's assessment and the Contractor's assessment of performance. It is the KO that assures the Contractor receives impartial, fair, and equitable treatment under the contract. The KO is ultimately responsible for the final determination of the adequacy of the Contractor's performance. The KO is the only one authorized to obligate the Government on this contract.

2.2 Contracting Officer's Representative (COR). The COR is responsible for technical administration of the project and assures proper Army surveillance of the Contractor's performance. The COR is responsible for monitoring, assessing, recording, and reporting on the technical performance of the Contractor on a day-to-day basis.

2.3 Technical Expertise and Subject Matter Experts. The KO and COR may call upon the technical expertise of other Army officials and subject matter experts (SME) as required. These Army officials/SMEs may be called upon to review technical documents and products generated by the Contractor. Contracting Agency

representatives will also conduct review of contract documentation such as invoices, monthly status reports, and Work Plans.

3.0 Key Milestones/Deliverables to be Assessed

3.1 At a minimum, the following milestones and associated deliverables will be evaluated in accordance with this QASP:

- Acceptance of the final PMP, and work planning documents
- Achievement of the specified elements in the PWS
- Correction of deficiencies noted in the review(s)
- Approved interim milestones identified in the final PMP

Additionally, the Army will evaluate performance on the key quality control activities and events specified by the Contractor through their Quality Assurance (QA) strategy.

3.2 Performance Standards for Key Milestones/Deliverables

Since price is fixed in the performance-based acquisitions utilized by the Army, the Contractor's performance will be evaluated by assessing the key milestones/deliverables described above according to five standards: quality, schedule, safety, management of key personnel and resources, and stakeholder concurrence. For each of these performance standards, the COR will assign one of five ratings of the Contractor's performance: exceptional, very good, satisfactory, marginal, or unsatisfactory as defined in Table 1 of the QASP. Note: These performance standards may be modified to meet the needs of the Army.

TABLE 1:
QASP PERFORMANCE STANDARDS AND RATINGS DEFINITIONS

Performance Standard	Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory
Performance Category: Quality of Product or Service					
Quality	Draft deliverables are of excellent quality, approved for submittal to TCEQ, or with no substantive technical issues; comments limited to very few minor grammar and/or spelling mistakes. Army audit finds that the data collected and/or the work performed exceeds the requirement of the PWS. No deficiencies noted.	Draft deliverables are of high quality and comments are mostly minor. Final deliverables are approved for submission to TCEQ after one (1) round of Army comments on the Draft through acceptance of response to comments table and back check of Final report against original comments. No further revisions are required. Army audit of work does not	Draft deliverables are of acceptable quality with only a few numbers of comments identifying major weaknesses. Final deliverables are approved for submission to TCEQ after two (2) rounds of Army comments on Draft. No further revisions are required. Army audit of work identifies deficiencies that do not	Draft deliverables are of poor quality with a significant number of comments identifying major weaknesses or deficiencies. Final deliverables are approved for submission to TCEQ after two (2) rounds of Army comments on Draft before being accepted. (e.g., changes are required to the Final document due to inadequate incorporation of comments).	Draft deliverables are of very poor quality and are rejected for re-submittal without comment. Final deliverables did not comply with contract requirements, or one or more document versions required more than three (3) rounds of Army comments before being approval of final for submission to TCEQ. Army audit of work identifies deficiencies that compromise the quality of the data collected or work

Performance Standard	Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory
		identify any deficiencies that compromise the quality of the data collected or work performed.	compromise the quality of the data collected or work performed, and can be corrected.	Army audit of work identifies deficiencies that compromise the quality of the data collected or work performed, but was corrected	performed, and cannot be corrected.
Performance Category: Schedule					
Schedule	Contractor Achieves milestone more than 90 days ahead of schedule (unless the COR waives this requirement), per criteria established in the PWS and the QASP.	Contractor Achieves milestone less than 90 days but more than 30 days ahead of schedule (unless the COR waives this requirement), per criteria established in the PWS and the QASP.	Contractor achieves milestone according to the schedule (unless the COR waives this requirement), per criteria established in the PWS and the QASP.	Contractor achieves milestone more than 30 days but less than 90 days behind schedule (unless the COR waives this requirement), per criteria established in the PWS and the QASP.	Contractor achieves milestone more than 90 days behind schedule (unless the COR waives this requirement), per criteria established in the PWS and the QASP.
Performance Category: Safety					
Safety	No significant safety deficiencies are reported during QA inspection of fieldwork. No lost time accidents or injuries are recorded during the fieldwork.	No more than one (1) serious safety deficiencies are reported during QA inspection of fieldwork. If any serious safety deficiency is noted during the project, appropriate investigation, corrective action, implementation, and written verification of the corrective action are provided to the Army. No lost time accidents or injuries are recorded during the fieldwork.	No more than two (2) serious safety deficiencies are reported during QA inspection of fieldwork. If any serious safety deficiency is noted during the project, appropriate investigation, corrective action, implementation, and written verification of the corrective action are provided to the Army. No lost time accidents or injuries are recorded during the fieldwork.	No more than three (3) serious safety deficiencies are reported during QA inspection of fieldwork. If any serious safety deficiency is noted during the project, appropriate investigation, corrective action, implementation, and written verification of the corrective action are provided to the Army. No more than one lost time accident or injury is recorded during the fieldwork.	More than three (3) serious safety deficiencies are reported during QA inspection of field activities, or a serious safety deficiency is reported but not properly investigated and corrected, or two or more lost time accidents or injuries is recorded during the fieldwork.
Performance Category: Management of Key Personnel and Resources					

Performance Standard	Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory
Management of Key Personnel and Resources	All personnel proposed by the contractor were assigned to the project. Some personnel were substituted by higher qualified individuals. Zero (0) instances of resource management issues creating a negative impact to the activity.	All personnel proposed by the contractor were assigned to the project. Some personnel were substituted by higher qualified individuals. No more than one (1) instance of resource management issues creating a negative impact to the activity.	All personnel proposed by the contractor were assigned to the project. Some personnel were substituted by equally qualified individuals. Informal poor performance feedback on conduct of personnel is provided by the COR but are corrected. No more than two (2) instances of resource management issues creating a negative impact to the activity.	All personnel proposed by the contractor were assigned to the project. Some personnel were substituted by equally qualified individuals. Formal letter of poor performance feedback on conduct of personnel is provided by the COR but are corrected. No more than three (3) instances of resource management issues creating a negative impact to the activity.	All personnel proposed by the contractor were assigned to the project. Some personnel were substituted by lesser qualified individuals. Written request from KO requesting removal of assigned personnel for poor performance or notification of poor performance is provided by the COR and is not corrected. More than three (3) instances of resource management issues creating a negative impact to the activity.
Performance Category: Stakeholder Concurrence					
TCEQ Concurrence	Contractor obtains concurrence on deliverables to TCEQ Concurrence is obtained after the original submittal of Final documents	Contractor obtains concurrence on deliverables to TCEQ Concurrence is obtained with revisions required by regulator comments on the initial final document, and concurrence is achieved upon submittal of the revised final	Contractor obtains concurrence on deliverables to TCEQ. Concurrence is obtained with revisions required by regulator comments of a second submittal of the same document, and concurrence is achieved upon submittal of the second revised final	Contractor obtains concurrence on deliverables to TCEQ. This concurrence is obtained with a 3rd revision of a final document. Concurrence is achieved upon submittal of the third revised final	Contractor does not obtain concurrence from TCEQ on final documents.

3.3 If a milestone/deliverable as described in the QASP is rated as being of unsatisfactory quality at the time that the PMP deadline for the milestone/deliverable expires, the milestone/deliverable will automatically receive an unsatisfactory rating for timeliness. At no point will a milestone/deliverable receive an exceptional, very good, or

satisfactory rating for timeliness if it is rated as being of unsatisfactory quality. Overall satisfactory performance on a milestone/deliverable requires ratings of satisfactory, very good or exceptional for the quality, timeliness, and safety standards.

4.0 Surveillance Methodology

The surveillance methods listed below will be used in the execution of this QASP.

4.1 100% Inspection
All key milestones and deliverables will be evaluated through 100% inspection (e.g., on-site inspection, document review). The COR will document performance for each completed milestone/deliverable prior to payment, as described in Section 5.0 of the QASP.

4.2 Periodic Progress Inspection
At the COR's discretion, periodic inspections may be conducted to evaluate progress toward and/or completion of key milestones and deliverables. The COR may complete a periodic progress inspection if s/he believes that deficiencies exist that must be addressed prior to milestone/deliverable completion. While corrective action or re-performance will be required if necessary, the Contractor will not be financially penalized for unacceptable performance recorded in periodic progress reports, provided that final performance evaluation of the milestone/deliverable is deemed acceptable.

4.3 Customer Feedback
Additional feedback will be obtained through random customer feedback. To be considered valid, input must set forth clearly and in writing the detailed nature of the feedback, must be signed, and must be forwarded to the KO. The KO will maintain a summary log of all formally received customer feedback as well as a copy of each feedback in a documentation file.

5.0 Surveillance Documentation

5.1 Quality Assurance Monitoring Form (Attachment 1B). The COR will use a performance evaluation form to record evaluation of the Contractor's performance for each milestone and deliverable in accordance with the methodology described in Sections 3.0 and 4.0 of the QASP. The COR must substantiate, through narratives in the form, all exceptional, very good, marginal, and unsatisfactory ratings. Performance at the satisfactory level is expected from the Contractor. At a minimum, the evaluation form will indicate actual and scheduled delivery times and number of reviews required to achieve the final product. The COR will forward copies of all completed performance evaluation forms to the KO and Contractor within one week of performing the inspection.

5.2 Corrective Action Process (Attachment 1A). When a milestone/deliverable receives an overall marginal or unsatisfactory rating, the Contractor will explain, within 15 days, in writing to COR why performance was marginal or unsatisfactory, how performance will be returned to satisfactory levels, and how recurrence of the problem will be prevented in the future.

5.3 KO Role in the Surveillance Process. The KO will review each performance evaluation form prepared by the COR. When appropriate, the KO may investigate further to determine if all the facts and circumstances surrounding the event were considered in the COR opinions outlined on the form. The KO will immediately discuss any marginal or unsatisfactory rating with the Contractor to assure that corrective action is promptly initiated.

5.4 Annual Performance Assessment. At the end of every year, the COR will prepare a written Contractor Performance Assessment Report (CPAR) for the KO summarizing the overall results of his/her surveillance of the Contractor's performance during the previous 12 months. This report will become part of the formal QA documentation.

5.5 QA File. The COR will maintain a complete QA file. This file will contain copies of all performance evaluation forms and any other related documentation. The COR will forward these records to the KO at termination or completion of the contract. All performance assessment forms, attachments and working papers must

be marked "FOR OFFICIAL USE ONLY/SOURCE SELECTION INFORMATION - SEE FAR 2.101 AND 3.104" according to Freedom of Information Act Program, FAR 3.104, and 41 USC Sect. 423. Assessment reports may also contain information that is proprietary to the contractor. Information contained on the CPAR, such as trade secrets and protected commercial or financial data obtained from the contractor in confidence, must be protected from unauthorized disclosure. COR's shall annotate on the assessment report if it contains material that is a trade secret, etc., to ensure that future readers of the evaluations are informed and will protect as required. Contractor performance information is privileged source selection information. It is also protected by the Privacy Act and is not releasable under the Freedom of Information Act.

6.0 Payment and Corrective Action

6.1 Satisfactory Performance. Full payment for a milestone/deliverable will be provided upon verification of overall satisfactory performance, as rated on quality and schedule. This verification will be recorded in a performance evaluation form submitted to the KO specifying overall Contractor performance as satisfactory, very good, or exceptional for the milestone/deliverable.

6.2 Marginal or Unsatisfactory Performance. If a milestone/deliverable receives a marginal or unsatisfactory rating for the quality performance standard, re-performance is required until the milestone/deliverable receives a rating of satisfactory or better. This re-performance is required regardless of cost or schedule constraints that may result from the marginal or unsatisfactory performance, unless the KO has opted to terminate the contract. If a rating of satisfactory or better is not achieved, the Government may reduce the contract price to reflect the reduced value of the services in accordance with FAR 52.246-4(e).

6.3 Table 4 in the QASP provides a sample of the minimum key elements planned for the QASP. The final QASP will be developed with the COR and the contractor and will be based on the final PMP.

Additional Government surveillance activities may include, but are not limited to, the following:

- Work plan review and approval
- Oversight of geophysical survey & analysis activities
- Oversight of drilling, field sampling activities
- Oversight of all waste management functions/responsibilities
- Review of all waste management documentation
- Separate/split laboratory QA samples
- Review and approval of meeting minutes from BCT meetings
- Review and approval of all deliverables to regulatory agencies
- Review of quality control documentation
- Review of project safety record
- Adherence to the approved Work Plan

TABLE 2:
(SAMPLE) QASP PERFORMANCE OBJECTIVES, ACCEPTANCE CRITERIA, AND MONITORING METHODS

Performance Objectives	***Performance Standards***	***Acceptable Quality Levels***
Approved Project Management Plan (PMP) and Quality Assurance Surveillance Plan (QASP): • Draft PMP and QASP within 30 calendar days of contract award, • Final PMP within 30 calendar days of receipt of COR comments on the drafts.	Army approval through the Contracting Officer's Representative (COR).	Exceptional, Very Good, or Satisfactory performance, as defined in Table 5 of the PWS.

Monitoring Method: 100% inspection of milestones / deliverables associated with objective

What we're looking for:

- Detailed technical approach included in the PMP
- Project Team and Roles and Responsibilities are included in the PMP
- Interim Payment schedule included in the PMP
- Activity-based schedule included in the PMP
- Complete document submittal distribution list included in the PMP
- Project Status reports provided as proposed
- The Contractor keeps a record of each phone conversation, written correspondence, and meeting minutes affecting decisions related to the performance of this PWS. Copies of this correspondence are submitted to the COR. Along with verifying receipt of all transmittal letters and use the latest document distribution list.

Attachment 1.A
Corrective Action Request
Attachment 1.B
Quality Assurance Monitoring Form

Attachment 1.A
Corrective Action Request

CORRECTIVE ACTION FORM FOR QASP

1) Work Task (Milestone/Activity): _____

2) Survey Period: ___/____/_____ through ___/____/_____

3) Description of the Failure/Deficiency that Precipitated the Corrective Action:

Description

4) Description of the Criterion that the Failure/Deficiency was Evaluated Against:

Description

5) Personnel Involved in the Identification of the Failure/Deficiency, Determination of the Appropriate Corrective Action, Approval of the Corrective Action, and Implementation of the Corrective Action:

Description

6) Description of the Corrective Action that was Required:

Description

7) Date/Time of Implementation of the Corrective Action: ___/____/_____

Description

8) Follow-Up Information to Prevent Recurrence of Failure/Deficiency (i.e., Need For Revision of Procedures or Specifications):

Description

9) Personnel Responsible for Follow-Up Work:

Description

10) Planned Date for Follow-Up Surveillance: ___/____/_____

11) Other

Attachment 1.B
Quality Assurance Monitoring Form

QUALITY ASSURANCE MONITORING FORM

Date: ___/____/_____

Work Task (Milestone/Activity): _____

Survey Period: ___/____/_____ through ___/____/_____
Method of Surveillance: COR Review

Evaluation of Contractor's Performance: _____

Evaluation

Corrective Action Required: ☐ Yes ☐ No

Narrative Discussion of Contractor's Performance During Survey Period:

Discussion

ATTACHMENT 2

SPECIAL CONTRACT REQUIREMENTS

ANTITERRORISM/OPERATIONS SECURITY REQUIREMENTS

The CONTRACTOR shall comply with the following requirements marked with an "x".

X	**1. AT Level I Training.** All contractor employees, to include subcontractor employees, requiring access to Army installations, facilities, controlled access areas, or require network access, 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. Upon request, 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/atl1/launch.html; or it can be provided by the RA ATO in presentation form which will be documented via memorandum.
X	**2. Access and General Protection/Security Policy and Procedures**. All contractor and all associated sub-contractors 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.
	2a. For contractors requiring Common Access Card (CAC). 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.
X	**2b. For contractors who do not require CAC but require access to a DoD facility or installation.** Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05 / AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by Government representative, as NCIC and TSDB are available), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.
	3. AT Awareness Training for Contractor Personnel Traveling Overseas. All US based contractor employees and associated sub-contractor employees traveling overseas will receive the Government provided AOR specific AT awareness training. The documentation of training completion must be provided to the COR prior to departure.

X	**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 and within 30 calendar days of new employees commencing performance 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 Army Training Certification Tracking System (ATCTS) at commencement of services, and must successfully complete the DOD Information Assurance Awareness prior to access to the information systems and then annually thereafter in accordance with personnel security standards listed in AR 25-2 (Information Assurance), an appropriate background investigation will be conducted prior to accessing the Government information systems.
	6. For Contracts that Require an 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.
X	**7. For Contracts that Require 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: https://www.iad.gov/ioss/ or http://www.cdse.edu/catalog/operations security.html; or it can be provided by the RA OPSEC Officer in presentation form which will be documented via memorandum.
	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 DoDD 8570.01, DoD 8570.01-M and AR 25-2 within six months of employment.
	9. For information assurance (IA)/information technology (IT) certification. All contractor employees supporting IA/IT functions shall be appropriately certified upon contract IAW DoD 8570.01-M, DFARS 252.239-7001 and AR 25-2. The baseline certification as stipulated in DoD 8570.01-M must be completed upon contract Award.
	10. For Contractors Authorized to Accompany the Force. All contractor employees shall ensure the following AT/OPSEC requirements are met prior to deploying personnel authorized to accompany U.S. Armed Forces outside the United States; to include compliance with laws, regulations, pre-deployment requirements, and required training in accordance with combatant command guidance.
	11. For Contracts Requiring Performance or Delivery in a Foreign Country. All non-local contracting personnel will comply with theater clearance requirements and allows the combatant commander to exercise oversight to ensure the contractor's compliance with combatant commander and subordinate task force commander policies and directives.

	12. For Contracts That Require Handling or Access to Classified Information. Contractor shall comply with AR 380-67 (Personnel Security Program) and Homeland Security Presidential Directive 12 (Policy for a Common Identification Standard for Federal Employees and Contractors) as well as FAR 52.204-2, Security Requirements. Additionally, Contractors must comply with - (1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M); any revisions to DOD 5220.22-M, notice of which has been furnished to the contractor. For classified contracts, the DD Form 254 will be attached with the contract.
X	**13. Will be escorted in areas where they may be exposed to classified and/or sensitive materials and/or sensitive or restricted areas.** 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.
	14. (FOR CLASSIFIED CONTRACTS ONLY) Contractor Company to obtain a Facility Clearance and individual clearances at the appropriate level. The Prime Contractor Company must have a Facility Clearance (FCL) at the appropriate level (IAW the NISPOM DOD 5220.22-M and AR 380-49) prior to the start of the contract Awarded period of performance. Contractor personnel performing work under this contract must have the required security clearance, per AR 380-67, at the appropriate level at the start of the period of performance. Security Clearances and FCL requirements are required to be maintained for the life of the contract IAW the DD Form 254 attached to the contract. If no FCL, the supporting Government Contracting Activity will sponsor the prime contract company in obtaining the FCL.
X	**15. Pre-screen candidates using E-Verify Program. Proposed language:** The Contractor must pre-screen Candidates using the E-verify Program (http://www.uscis.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 enrollment 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.
	16. For contract requiring armed security guards. All contractor and all associated sub-contractors employees shall comply with applicable installation, facility and area commander installation/facility policies and procedures on storing weapons and ammunition IAW AR 190-11 (provided by Government representative).
	17. 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.

LIST of AT, iWATCH and OPSEC training URLs:

A. www.youtube.com/watch?v=UUYLftAoTa4
US Army General Chiarelli Antiterrorism Brief

B. http://www.youtube.com/watch?feature=player_detailpage&v=eNdfdH8ZXoU

LA PD Antiterrorism Training Video – iWatch

C. http://www.youtube.com/watch?feature=player_detailpage&v=RdgrLO4dyRQ
Army Antiterrorism Community Awareness

D. http://cdsetrain.dtic.mil/opsec/
OPSEC Awareness for Military Members, DoD Employees & Contractors

E. https://atlevel1.dtic.mil/at
AT Level 1 Awareness Training

EX PROJECT L-1 MPS W/O COST
Example Project, Attachment L-1 Milestone Payment Schedule without Cost is a separately attached Excel file.

EX PROJECT L-2 MPS WITH COST
Example Project, Attachment L-2 Milestone Payment Schedule with Cost is a separately attached Excel file.

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Section B, Pricing Schedule	22	12-MAR-2021
Attachment 2	Section J Example Project PWS Attach 3	1	12-MAR-2021
Attachment 3	Section J Example Project Attach L-1 w/o Cost	3	12-MAR-2021
Attachment 4	Section J Example Project Attach L-2 with Cost	4	12-MAR-2021

EXAMPLE PROJECT WAGE RATES

Solicitation No. W912BV-21-R-0018
Example Project Task Order

IMPACT AREA 12 Munitions and Explosives of Concern (MEC) Removal
Fort Boot, Nacona, Texas

APPLICABILITY OF WAGE RATES

Wage Determination No. TX210105, Heavy, with 0 modifications, dated 01/01/2021, is applicable to any construction requirements of this task order at the site at Nacona, Montague County, Texas.

Wage Determination No. 2015-5845 (Rev. 12) is applicable to service work performed at the site at Nacona, Montague County, Texas to include all service requirements of this task order.

NOTE: Payrolls are required to be submitted for the **construction** portion of this task order only. The wage decision number applicable to the work performed is to be noted on the payment records and payrolls submitted. Please submit payrolls to:

U.S. Army Corps of Engineers, Tulsa District
ATTN: CESWT-EC-CC (Labor)
2488 East 81st Street
Tulsa, OK 74137-4290

"General Decision Number: TX20210105 01/01/2021

Superseded General Decision Number: TX20200105

State: Texas

Construction Type: Residential

Counties: Bosque, Camp, Cherokee, Erath, Fannin, Franklin, Hamilton, Harrison, Henderson, Hill, Hood, Hopkins, Lamar, Marion, Montague, Nacogdoches, Palo Pinto, Panola, Rains, Red River, Somervell, Titus, Van Zandt and Wood Counties in Texas.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

SUTX2009-147 04/22/2009

	Rates	Fringes
CARPENTER, Including Cabinet Installation	$ 10.86	0.00
CEMENT MASON/CONCRETE FINISHER	$ 10.67	0.00
ELECTRICIAN	$ 15.99	0.00
FLOOR LAYER: Vinyl Flooring (Soft Floor)	$ 10.00	0.00
LABORER: Common or General	$ 7.91	0.00

PAINTER: Brush and Roller.....$ 9.33 0.00

PLUMBER.....$ 20.00 0.00

ROOFER.....$ 9.07 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1,

2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial

contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

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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
Director

Division of
Wage Determinations

Wage Determination No.: 2015-5845
Revision No.: 12
Date Of Revision: 12/21/2020

Note: Under Executive Order (EO) 13658 an hourly minimum wage of $10.95 for calendar year 2021 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least $10.95 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2021. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Texas

Area: Texas Counties of Jack Montague

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.85
01012 - Accounting Clerk II		16.67
01013 - Accounting Clerk III		18.65
01020 - Administrative Assistant		26.46
01035 - Court Reporter		23.53
01041 - Customer Service Representative I		11.66
01042 - Customer Service Representative II		13.12
01043 - Customer Service Representative III		14.31
01051 - Data Entry Operator I		13.42
01052 - Data Entry Operator II		14.65
01060 - Dispatcher Motor Vehicle		23.32
01070 - Document Preparation Clerk		14.24
01090 - Duplicating Machine Operator		14.24
01111 - General Clerk I		12.65
01112 - General Clerk II		13.80
01113 - General Clerk III		15.78
01120 - Housing Referral Assistant		21.60
01141 - Messenger Courier		12.44
01191 - Order Clerk I		16.71
01192 - Order Clerk II		18.23
01261 - Personnel Assistant (Employment) I		16.75
01262 - Personnel Assistant (Employment) II		18.73
01263 - Personnel Assistant (Employment) III		20.88
01270 - Production Control Clerk		21.36
01290 - Rental Clerk		15.30
01300 - Scheduler Maintenance		17.32
01311 - Secretary I		17.32
01312 - Secretary II		19.38

01313 - Secretary III	21.60
01320 - Service Order Dispatcher	20.70
01410 - Supply Technician	26.46
01420 - Survey Worker	17.29
01460 - Switchboard Operator/Receptionist	13.60
01531 - Travel Clerk I	13.07
01532 - Travel Clerk II	14.04
01533 - Travel Clerk III	15.06
01611 - Word Processor I	12.93
01612 - Word Processor II	16.83
01613 - Word Processor III	19.02
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	22.31
05010 - Automotive Electrician	21.40
05040 - Automotive Glass Installer	21.40
05070 - Automotive Worker	21.93
05110 - Mobile Equipment Servicer	16.62
05130 - Motor Equipment Metal Mechanic	22.99
05160 - Motor Equipment Metal Worker	21.40
05190 - Motor Vehicle Mechanic	22.99
05220 - Motor Vehicle Mechanic Helper	17.15
05250 - Motor Vehicle Upholstery Worker	20.43
05280 - Motor Vehicle Wrecker	20.43
05310 - Painter Automotive	20.13
05340 - Radiator Repair Specialist	20.43
05370 - Tire Repairer	13.72
05400 - Transmission Repair Specialist	22.99
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.38
07041 - Cook I	10.33
07042 - Cook II	11.69
07070 - Dishwasher	9.18
07130 - Food Service Worker	10.14
07210 - Meat Cutter	13.63
07260 - Waiter/Waitress	9.26
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.79
09040 - Furniture Handler	11.85
09080 - Furniture Refinisher	15.65
09090 - Furniture Refinisher Helper	12.97
09110 - Furniture Repairer Minor	14.23
09130 - Upholsterer	15.65
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	11.90
11060 - Elevator Operator	10.82
11090 - Gardener	15.93
11122 - Housekeeping Aide	10.82
11150 - Janitor	10.82
11210 - Laborer Grounds Maintenance	12.37
11240 - Maid or Houseman	9.76
11260 - Pruner	11.58
11270 - Tractor Operator	14.74
11330 - Trail Maintenance Worker	12.37
11360 - Window Cleaner	12.03
12000 - Health Occupations	
12010 - Ambulance Driver	16.96
12011 - Breath Alcohol Technician	19.80
12012 - Certified Occupational Therapist Assistant	34.63
12015 - Certified Physical Therapist Assistant	36.11
12020 - Dental Assistant	19.08
12025 - Dental Hygienist	36.14
12030 - EKG Technician	28.89

12035 - Electroneurodiagnostic Technologist		28.89
12040 - Emergency Medical Technician		16.96
12071 - Licensed Practical Nurse I		18.42
12072 - Licensed Practical Nurse II		20.60
12073 - Licensed Practical Nurse III		22.96
12100 - Medical Assistant		14.89
12130 - Medical Laboratory Technician		23.64
12160 - Medical Record Clerk		15.45
12190 - Medical Record Technician		17.26
12195 - Medical Transcriptionist		17.87
12210 - Nuclear Medicine Technologist		42.02
12221 - Nursing Assistant I		11.57
12222 - Nursing Assistant II		13.01
12223 - Nursing Assistant III		14.20
12224 - Nursing Assistant IV		15.94
12235 - Optical Dispenser		17.03
12236 - Optical Technician		17.10
12250 - Pharmacy Technician		15.97
12280 - Phlebotomist		14.56
12305 - Radiologic Technologist		27.02
12311 - Registered Nurse I		25.82
12312 - Registered Nurse II		31.58
12313 - Registered Nurse II Specialist		31.58
12314 - Registered Nurse III		38.19
12315 - Registered Nurse III Anesthetist		38.19
12316 - Registered Nurse IV		45.78
12317 - Scheduler (Drug and Alcohol Testing)		24.53
12320 - Substance Abuse Treatment Counselor		21.87
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		20.65
13012 - Exhibits Specialist II		25.77
13013 - Exhibits Specialist III		31.28
13041 - Illustrator I		24.95
13042 - Illustrator II		30.91
13043 - Illustrator III		37.82
13047 - Librarian		31.56
13050 - Library Aide/Clerk		14.33
13054 - Library Information Technology Systems Administrator		27.42
13058 - Library Technician		15.98
13061 - Media Specialist I		19.78
13062 - Media Specialist II		22.13
13063 - Media Specialist III		24.67
13071 - Photographer I		16.50
13072 - Photographer II		18.46
13073 - Photographer III		22.87
13074 - Photographer IV		27.97
13075 - Photographer V		33.85
13090 - Technical Order Library Clerk		14.55
13110 - Video Teleconference Technician		23.75
14000 - Information Technology Occupations		
14041 - Computer Operator I		17.13
14042 - Computer Operator II		19.16
14043 - Computer Operator III		21.36
14044 - Computer Operator IV		24.67
14045 - Computer Operator V		27.62
14071 - Computer Programmer I	(see 1)	
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	

14103 - Computer Systems Analyst III (see 1)	
14150 - Peripheral Equipment Operator	17.13
14160 - Personal Computer Support Technician	24.67
14170 - System Support Specialist	26.31
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	35.04
15020 - Aircrew Training Devices Instructor (Rated)	42.54
15030 - Air Crew Training Devices Instructor (Pilot)	50.81
15050 - Computer Based Training Specialist / Instructor	35.04
15060 - Educational Technologist	32.83
15070 - Flight Instructor (Pilot)	50.81
15080 - Graphic Artist	22.70
15085 - Maintenance Test Pilot Fixed Jet/Prop	46.12
15086 - Maintenance Test Pilot Rotary Wing	46.12
15088 - Non-Maintenance Test/Co-Pilot	46.12
15090 - Technical Instructor	22.61
15095 - Technical Instructor/Course Developer	27.44
15110 - Test Proctor	18.16
15120 - Tutor	18.16
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	10.43
16030 - Counter Attendant	10.43
16040 - Dry Cleaner	13.14
16070 - Finisher Flatwork Machine	10.43
16090 - Presser Hand	10.43
16110 - Presser Machine Drycleaning	10.43
16130 - Presser Machine Shirts	10.43
16160 - Presser Machine Wearing Apparel Laundry	10.43
16190 - Sewing Machine Operator	13.77
16220 - Tailor	14.57
16250 - Washer Machine	11.34
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.91
19040 - Tool And Die Maker	23.03
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.82
21030 - Material Coordinator	19.45
21040 - Material Expediter	19.45
21050 - Material Handling Laborer	12.80
21071 - Order Filler	13.57
21080 - Production Line Worker (Food Processing)	16.82
21110 - Shipping Packer	13.84
21130 - Shipping/Receiving Clerk	13.84
21140 - Store Worker I	12.31
21150 - Stock Clerk	16.85
21210 - Tools And Parts Attendant	16.82
21410 - Warehouse Specialist	16.82
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	30.47
23019 - Aircraft Logs and Records Technician	24.36
23021 - Aircraft Mechanic I	29.07
23022 - Aircraft Mechanic II	30.47
23023 - Aircraft Mechanic III	31.89
23040 - Aircraft Mechanic Helper	20.98
23050 - Aircraft Painter	23.51
23060 - Aircraft Servicer	24.36
23070 - Aircraft Survival Flight Equipment Technician	23.51
23080 - Aircraft Worker	25.87
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	25.87
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	29.07

23110 - Appliance Mechanic	19.97
23120 - Bicycle Repairer	17.23
23125 - Cable Splicer	29.05
23130 - Carpenter Maintenance	17.25
23140 - Carpet Layer	18.56
23160 - Electrician Maintenance	22.64
23181 - Electronics Technician Maintenance I	25.82
23182 - Electronics Technician Maintenance II	27.21
23183 - Electronics Technician Maintenance III	28.68
23260 - Fabric Worker	18.50
23290 - Fire Alarm System Mechanic	21.65
23310 - Fire Extinguisher Repairer	17.23
23311 - Fuel Distribution System Mechanic	21.30
23312 - Fuel Distribution System Operator	17.02
23370 - General Maintenance Worker	17.70
23380 - Ground Support Equipment Mechanic	29.07
23381 - Ground Support Equipment Servicer	24.36
23382 - Ground Support Equipment Worker	25.87
23391 - Gunsmith I	17.23
23392 - Gunsmith II	19.71
23393 - Gunsmith III	22.02
23410 - Heating Ventilation And Air-Conditioning Mechanic	21.96
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	23.08
23430 - Heavy Equipment Mechanic	22.26
23440 - Heavy Equipment Operator	20.02
23460 - Instrument Mechanic	22.51
23465 - Laboratory/Shelter Mechanic	20.87
23470 - Laborer	12.46
23510 - Locksmith	20.87
23530 - Machinery Maintenance Mechanic	25.85
23550 - Machinist Maintenance	19.62
23580 - Maintenance Trades Helper	13.56
23591 - Metrology Technician I	22.51
23592 - Metrology Technician II	23.70
23593 - Metrology Technician III	24.94
23640 - Millwright	26.96
23710 - Office Appliance Repairer	20.87
23760 - Painter Maintenance	16.90
23790 - Pipefitter Maintenance	22.46
23810 - Plumber Maintenance	21.38
23820 - Pneudraulic Systems Mechanic	22.02
23850 - Rigger	24.07
23870 - Scale Mechanic	19.71
23890 - Sheet-Metal Worker Maintenance	22.02
23910 - Small Engine Mechanic	18.73
23931 - Telecommunications Mechanic I	28.36
23932 - Telecommunications Mechanic II	29.81
23950 - Telephone Lineman	28.48
23960 - Welder Combination Maintenance	18.93
23965 - Well Driller	24.29
23970 - Woodcraft Worker	22.02
23980 - Woodworker	17.23
24000 - Personal Needs Occupations	
24550 - Case Manager	17.73
24570 - Child Care Attendant	10.73
24580 - Child Care Center Clerk	13.39
24610 - Chore Aide	9.67
24620 - Family Readiness And Support Services Coordinator	14.81
24630 - Homemaker	17.73

25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.97
25040 - Sewage Plant Operator	17.52
25070 - Stationary Engineer	22.97
25190 - Ventilation Equipment Tender	16.63
25210 - Water Treatment Plant Operator	17.52
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.51
27007 - Baggage Inspector	14.10
27008 - Corrections Officer	19.82
27010 - Court Security Officer	23.50
27030 - Detection Dog Handler	16.92
27040 - Detention Officer	21.13
27070 - Firefighter	22.87
27101 - Guard I	14.10
27102 - Guard II	16.92
27131 - Police Officer I	27.08
27132 - Police Officer II	30.10
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.31
28042 - Carnival Equipment Repairer	13.27
28043 - Carnival Worker	9.50
28210 - Gate Attendant/Gate Tender	14.18
28310 - Lifeguard	11.19
28350 - Park Attendant (Aide)	15.86
28510 - Recreation Aide/Health Facility Attendant	11.57
28515 - Recreation Specialist	19.34
28630 - Sports Official	12.63
28690 - Swimming Pool Operator	18.88
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.18
29020 - Hatch Tender	21.18
29030 - Line Handler	21.18
29041 - Stevedore I	19.90
29042 - Stevedore II	22.42
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	43.00
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	29.64
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	32.64
30021 - Archeological Technician I	20.07
30022 - Archeological Technician II	22.40
30023 - Archeological Technician III	27.75
30030 - Cartographic Technician	27.75
30040 - Civil Engineering Technician	24.64
30051 - Cryogenic Technician I	30.73
30052 - Cryogenic Technician II	33.96
30061 - Drafter/CAD Operator I	20.07
30062 - Drafter/CAD Operator II	22.40
30063 - Drafter/CAD Operator III	24.97
30064 - Drafter/CAD Operator IV	30.73
30081 - Engineering Technician I	17.56
30082 - Engineering Technician II	19.70
30083 - Engineering Technician III	22.03
30084 - Engineering Technician IV	27.30
30085 - Engineering Technician V	33.40
30086 - Engineering Technician VI	40.41
30090 - Environmental Technician	24.73
30095 - Evidence Control Specialist	24.73
30210 - Laboratory Technician	28.09
30221 - Latent Fingerprint Technician I	30.73
30222 - Latent Fingerprint Technician II	33.96
30240 - Mathematical Technician	27.75

30361 - Paralegal/Legal Assistant I		18.92
30362 - Paralegal/Legal Assistant II		23.44
30363 - Paralegal/Legal Assistant III		28.67
30364 - Paralegal/Legal Assistant IV		34.70
30375 - Petroleum Supply Specialist		30.24
30390 - Photo-Optics Technician		27.75
30395 - Radiation Control Technician		30.24
30461 - Technical Writer I		25.09
30462 - Technical Writer II		30.68
30463 - Technical Writer III		37.13
30491 - Unexploded Ordnance (UXO) Technician I		27.32
30492 - Unexploded Ordnance (UXO) Technician II		33.06
30493 - Unexploded Ordnance (UXO) Technician III		39.62
30494 - Unexploded (UXO) Safety Escort		27.32
30495 - Unexploded (UXO) Sweep Personnel		27.32
30501 - Weather Forecaster I		30.73
30502 - Weather Forecaster II		37.40
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2)	24.97
30621 - Weather Observer Senior	(see 2)	25.23
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		33.06
31020 - Bus Aide		13.60
31030 - Bus Driver		18.80
31043 - Driver Courier		16.55
31260 - Parking and Lot Attendant		12.25
31290 - Shuttle Bus Driver		18.09
31310 - Taxi Driver		12.71
31361 - Truckdriver Light		18.09
31362 - Truckdriver Medium		20.50
31363 - Truckdriver Heavy		21.06
31364 - Truckdriver Tractor-Trailer		21.06
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		16.12
99030 - Cashier		9.76
99050 - Desk Clerk		9.98
99095 - Embalmer		27.16
99130 - Flight Follower		27.32
99251 - Laboratory Animal Caretaker I		13.15
99252 - Laboratory Animal Caretaker II		14.37
99260 - Marketing Analyst		31.75
99310 - Mortician		27.16
99410 - Pest Controller		17.39
99510 - Photofinishing Worker		14.36
99710 - Recycling Laborer		19.20
99711 - Recycling Specialist		22.87
99730 - Refuse Collector		17.30
99810 - Sales Clerk		13.65
99820 - School Crossing Guard		12.61
99830 - Survey Party Chief		28.69
99831 - Surveying Aide		16.64
99832 - Surveying Technician		20.94
99840 - Vending Machine Attendant		18.30
99841 - Vending Machine Repairer		22.63
99842 - Vending Machine Repairer Helper		18.30

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid

sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $4.54 per hour up to 40 hours per week or $181.60 per week or $786.93 per month

HEALTH & WELFARE EO 13706: $4.22 per hour up to 40 hours per week or $168.80 per week or $731.47 per month*

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 10 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds $27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty 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).

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))."

EXAMPLE PROJECT PWS ATTACH 3

Section J, Example Project PWS Attachment 3 Site Map is a separately attached PDF file.

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2020)

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

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

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

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

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

( ) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

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

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

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

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

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

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

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

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

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

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

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

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

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

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

(C) If the acquisition value is $50,000 or more but is less than $83,099, the provision with its Alternate II applies.

(D) If the acquisition value is $83,099 or more but is less than $100,000, the provision with its Alternate III applies.

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

(ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

FAR Clause	Title	Date	Change
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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)

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

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

(a) Definitions. As used in this provision-

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

(b) Prohibition.

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

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

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

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

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

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

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

(d) Representations. The Offeror represents that--

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

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

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

(e) Disclosures.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (DEC 2019)

(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.

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

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

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

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

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

(1) The total value of all current, active contracts and grants, including all priced options; and

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS--CERTIFICATION (JUL 2020)

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

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

____ (1) The Offeror certifies that--

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

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

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

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

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

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

determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

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

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

(d) Do not submit an offer unless--

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

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

(i) Waived application under U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C.2593e(b).

(e) Remedies. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)

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

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (APR 2020)

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

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

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

__ (i) Paragraph (e) applies.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

____ Use with Alternate I.

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

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

____ Use with Alternate I.

____ Use with Alternate II.

____ Use with Alternate III.

____ Use with Alternate IV.

____ Use with Alternate V.

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

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

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

FAR/DFARS Clause #	Title	Date	Change

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

(End of provision)

252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016)

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

Controlled technical information, covered contractor information system, covered defense information, cyber incident, information system, and technical information are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting.

(b) The security requirements required by contract clause 252.204-7012 shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) For covered contractor information systems that are not part of an information technology service or system operated on behalf of the Government (see 252.204-7012(b)(2))--

(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, ``Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (see http://dx.doi.org/10.6028/NIST.SP.800-171) that are in effect at the time the solicitation is issued or as authorized by the contracting officer not later than December 31, 2017.

(2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that are in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

(A) Why a particular security requirement is not applicable; or

(B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

(End of provision)

252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES -- REPRESENTATION (DEC 2019)

(a) Definitions. As used in this provision, covered defense telecommunications equipment or services has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

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

(c) Representation. The Offeror represents that it [ ] does, [ ] does not provide covered defense 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.

(End of provision)

252.204-7017 PROHIBITION ON THE ACQUISITON OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (DEC 2019)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it "does not provide covered defense 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."

(a) Definitions. Covered defense telecommunications equipment or services, covered mission, critical technology, and substantial or essential component, as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it "does" provide covered defense 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, then the Offeror shall complete the following additional representation:

The Offeror represents that it [ ] will [ ] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

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

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

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

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

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

INSTRUCTIONS TO OFFERORS

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO CONTRACTOR

$120M Unrestricted
Multiple Environmental Government Acquisition (MEGA)
Indefinite Delivery Contract (IDC)
Multiple Award Task Order Contract (MATOC)
For
Environmental Remediation Services (ERS) Projects
Assigned to the Regional Planning and Environmental Center (RPEC) and
As Assigned to the Southwestern Division (SWD) and South Pacific Division (SPD)
in Accordance with UAI Sub-part 5107.102-100 and ER 5-1-10

Solicitation #W912BV-21-R-0018
Contract #TBD

12 March 2021

1.0 GENERAL INFORMATION

1.1. The U.S. Army Corps of Engineers (USACE), Tulsa District, intends to award a $120,000,000 Firm-Fixed-Price (FFP) *Unrestricted* Indefinite Delivery Contract (IDC) Multiple Award Task Order Contract (MATOC) for **Environmental Remediation Services (ERS)** Projects assigned to the Regional Planning and Environmental Center (RPEC) within the geographic boundaries of the Southwestern Division (SWD) and South Pacific Division (SPD) and projects assigned to SWD and SPD in accordance with UAI Subpart 5107.102-100 and ER 5-1-10 using a competitive, "best value" trade-off source selection process. From this solicitation, a target of ten (10) Firm-Fixed-Price IDCs as part of a MATOC under the Multiple Environmental Government Acquisition (MEGA) may be awarded to the Offerors submitting proposals determined to be most advantageous to the Government, price, and other factors considered. *The intent is to award a target of ten (10) Indefinite Delivery Contracts (IDCs)*; however, if the Source Selection Authority (SSA) determines during the source selection process that fewer or more than that number of contracts shall be awarded, the SSA has the discretion of adjusting that number (higher or lower), or awarding none at all. In any case, the Government may not award any contract if the resulting contract would not represent a "best value" to the Government using trade-off selection procedures as required by the Defense Federal Acquisition Regulations (DFARS). The resulting FFP contracts will be awarded in accordance with FAR Part 15 and applicable supplements, guidance, and instructions. *All Technical Evaluation Factors other than cost or price, when combined, are significantly more important than cost or price.* It is strongly suggested that the provisions stated in the proposal information be fully studied prior to assembly of the proposal.

1.2. To assure timely and equitable evaluation of proposals, Offerors must follow the instructions contained herein. Offerors are required to meet all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation Factors. The Offeror shall submit in their proposal all information specified in this section of the RFP solicitation at or before the exact time specified. There will be no public opening of the proposals received as a result of this solicitation. Failure to meet a requirement may result in an offer being ineligible for award.

1.3. North American Industry Classification System (NAICS) code and small business size standard. The NAICS code for this acquisition is 562910, *Environmental Remediation Services*, with a size standard as identified by the U.S. Small Business Administration of 750 employees.

1.4. If an Offeror believes that any element of the RFP is unclear or inconsistent, the Offeror is encouraged to submit an inquiry to the Bidders Inquiry System identifying their concern. Instruction for the Bidders Inquiry System and

the deadline for submission of any inquiries will be provided via the document entitled: Inquiries-Offerors Questions and Comments use of Bidders Inquiry in the RFP.

1.5. If the Contractor believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the Contractor shall immediately notify the Contracting Officer or Contract Specialist in writing (email is the preferred method) with supporting rationale. The Contractor is reminded that the Government reserves the right to award this effort based on the initial proposal, as received, without discussions.

1.6. The Contracting Officer (KO) and Contract Specialist are the sole points of contact for this acquisition. Address any questions or concerns you may have, that are not appropriate for Bidders Inquiry, to the Contract Specialist who will then communicate the concerns with the KO. Written concerns shall be sent to the e-mail address below. The Contract Specialist for this acquisition is as follows:

Contract Specialists: Mr. Joshua Hope
U.S. Army Corps of Engineers, Tulsa District
2488 E. 81st Street, Suite 1600
Tulsa, OK 74137
Phone: 918-669-7460
E-mail: Joshua.D.Hope@usace.army.mil

Contracting Officer: Mr. Robert E. "Woody" Reed
E-mail: Robert.E.Reed@usace.army.mil

1.7. Debriefings
The KO will notify Offerors excluded from the competitive range or otherwise excluded from the competition before award, if a competitive range is established. Upon such notice, the Offeror may request a debriefing in accordance with FAR 15.505. Offerors may request a pre-award debriefing or delay its debriefing until after award provided such a request is submitted in compliance with FAR 15.505. However, it shall be noted that the Offeror will receive no more than one debriefing for this acquisition.

The Contracting Officer will notify all Offerors in the competitive range, if a competitive range is established, of the source selection decision. Upon such notification, the Offerors may request a post-award debriefing in accordance with FAR 15.506.

1.8. Oral Presentations
As part of the RFP, the government reserves the right to conduct oral presentations, if necessary.

1.9. Communications
Exchanges of information between the Government and Offerors will be controlled by the KO.

1.10. Cover Letter
Each Offeror shall include a Cover Letter in Volume I that identifies: the name, title telephone number and email address of the company/division point of contact (POC) regarding decisions made with respect to your proposal and who can obligate your company contractually. Also, identify those individuals authorized to negotiate with the government with respect to this procurement and provide their names, titles, telephone numbers, and email addresses.

1.11. Proposal Incorporated into Contract Award
The successful Offeror's proposal, in its entirety, will be deemed incorporated into any resultant contract award and, thereby, part of the contract. This includes the Offeror's response to clarifications or revisions made to any Volume, including Final Proposal Revisions resulting from discussions, during the evaluation and selection process.

2.0. SPECIFIC INSTRUCTIONS – ORANIZATION/PROPOSAL SUBMISSION/PAGE LIMITS
2.1. This Request for Proposal (RFP) does not commit the Government to any costs incurred in the preparation and submission of a proposal or for any other costs incurred by your firm submitting a proposal in response to this

solicitation. Note specifically that the Contractor will not be participating in a sealed bid procurement process under this acquisition method. Issuance of this Request for Proposal does not constitute an award commitment on the part of the Government.

2.2. The Government reserves the right to discuss aspects of proposals with Offerors in the competitive range, if one is determined to be necessary, upon completion of the evaluation, and to award a contract to other than the Offeror submitting the lowest priced offer. Offerors are advised that the Government may make award without discussions, clarifications, or any contact concerning the proposals received. Therefore, proposals shall be submitted on the most favorable terms from a price and technical standpoint. Do not assume that Offerors will be contacted or afforded an opportunity to clarify, discuss or revise their proposals.

2.3. Proposals must set forth full, accurate, and complete information as required by this RFP, (including attachments), if applicable. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

2.4. Each Offeror shall submit a proposal that consists of three (3) Volumes:

Volume I – Technical Proposal

Volume II – Cost/Price Proposal

Volume III – Small Business Participation

2.4.1. Volume/Page Labeling and Preparation
Volumes I, II and III may not be submitted together within the same binding or pdf document (separate volume submissions are required). Each Volume shall include, as a minimum, the following:

a. Volume number and Volume name on proposal cover (i.e. Volume I – Technical Proposal).

b. The prime, consortium, or joint venture's name, address, and a telephone number shall appear in the lower left corner of the proposal cover, title page and table of contents of any document/volume to be evaluated. Signature of the official that can bind the firm shall appear on the title page. Proposal volume cover format is at the Offeror's discretion so long as the information required by this paragraph and subsequent paragraphs are met.

c. A Table of Contents, which provides a cross-reference of the Offeror's proposal to the applicable sections of the solicitation.

d. List of tables/figures.

e. Volume number, section and date submitted shall appear in the bottom right corner of each page (along with the revision number for the amended page, if necessary).

f. The Offeror shall ensure that a complete Volume I, Volume II and Volume III is submitted, separately, as a .pdf document, each inclusive of all documents for the respective Volume.

Be sure to apply all appropriate markings, as applicable, including those prescribed in accordance with FAR 52.215-1(e), "Restriction on Disclosure and Use of Data."

2.5. Proposal Submission
HARD COPY PROPOSALS WILL NOT BE PERMITTED.

THE ONLY AUTHORIZED TRANSMISSION METHOD FOR SUBMITTING PROPOSALS IN RESPONSE TO THIS SOLICITATION IS THROUGH THE DOD SAFE WEBSITE AT: https://safe.apps.mil**. NO OTHER TRANSMISSION METHODS (EMAIL, FACSIMILE, REGULAR MAIL, HAND CARRIED, ETC.) WILL BE ACCEPTED.**

Proposal submissions shall be uploaded to the DOD SAFE website by the identified date and time. In order to submit a proposal, the firm must submit a drop-off request for each transmission to Joshua.D.Hope@usace.army.mil. Once the drop off request is made, you will receive an email with a link to submit your drop-off. The drop-off request is valid for 14 days, at which time it will expire.

FIRMS ARE STRONGLY ENCOURAGED TO READ THE DOD SAFE WEBSITE INSTRUCTIONS AND FAQS AND TO SUBMIT THEIR DROP OFF REQUEST AT LEAST 10 DAYS IN ADVANCE OF THE SUBMITTAL DUE DATE.

2.5.1 Electronic File Submission Organization:
Offerors shall submit their proposals in response to this RFP via DOD SAFE in three (3) separate transmissions to the identified USACE receivers in paragraph 2.5.2 below.

a. The first transmission will consist of all electronic files relating to Volume 1 – Technical Proposal. Offerors shall ensure their company name is within the file name of each document transmitted. Both pdf and native file versions of documents shall be submitted (i.e., Word, MS Project, etc.).
b. The second transmission will consist of all electronic files relating to Volume 2 – Cost/Price. Offerors shall ensure their company name is within the file name of each document transmitted. Both pdf and native file versions of documents shall be submitted (i.e., Word, Excel, etc.)
c. The third transmission will consist of all electronic files relating to Volume III – Small Business Sub-contracting. Offerors shall ensure their company name is within the file name of each document transmitted. Only three pdf documents are required: a complete Volume III; a pdf of the Small Business Sub-contracting Plan; and a pdf of the Small Business Participation Plan.

All of the proposal files may be compressed (zipped) into one file entitled proposal zip using the latest version of WinZip or 7-Zip, or as separate uploads. The USACE utilizes Microsoft Office 2013. Ensure files are compatible and viewable in Microsoft Office 2013 format. Self-extracting exe files are not acceptable.

*NOTE: In accordance with FAR Subpart 4.8, "Government Contract Files," the government will retain one copy of all unsuccessful proposals.

2.5.2 DOD SAFE Website and Submission Receiver Information:

DOD SAFE site at: https://safe.apps.mil

Email addresses to enter as 'Receivers' in DOD SAFE:
Joshua.D.Hope@usace.army.mil and Robert.E.Reed@usace.army.mil

2.5.3 Proposal Submission Date/Time:

Proposals shall be received not later than 1500 hours (3:00 p.m.) Central Daylight Time on 13 October 2021.

(NOTE: Offerors are cautioned to allow sufficient time for their proposals' files to upload, transmit and time stamp by DOD SAFE. Therefore, waiting until the last minute to attempt transmission of your proposal could result in your proposal being deemed late due to the website's slow performance, etc.)

2.5.4. Receipt of Proposal
For the purposes of establishing whether a proposal is considered late, the government considers (the earlier of) the date and time of receipt of the DOD SAFE website email notification ***of the last proposal submission*** to the Contract Specialist and Contracting Officer, **NOT** the date and time of uploading of the proposal into the DOD SAFE website as the time of proposal submission.

For proposals larger than the 8GB capacity of the DOD SAFE website and require multiple submissions, the government will consider the date and time of receipt of the email notification to the Contract Specialist and Contracting Officer.

Do not assume that electronic communication is instantaneous. It can take several minutes or even hours in some cases. Per Federal Acquisition Regulation (FAR) 15.208 any proposal, modification, or revision, thereof that is received after the exact time specified for receipt of proposals is "late" and will not be considered.

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

2.6. Page Format Restrictions and Limitations

2.6.1. Page Limitations
Page limitations shall include typewritten text pages, charts, graphs, diagrams, schematics, etc., aside from those items specifically stated as exempt from the page count. Outlines and other similar information documents shall be included as numbered pages - no exceptions. The total number of pages for the **Volume I submittal shall not exceed fifty (50) pages.** Compliance with page count limits shall be verified via the pdf version of the Volume I submission. If exceeded, the excess pages will not be read or considered in the evaluation of the proposal. Page limitations remain in effect when revisions are made in response to Evaluation Notices (ENs), if issued.

2.6.2. Pages Counted
Each page shall be counted except the following: cover pages, executive summary, table of contents, title page, list of tables/figures/acronyms, list of appendices, glossaries, separator tabs, dividers, blank pages, Past Performance Questionnaires, Resumes, Example Project's Schedule, Contractor Teaming Agreements and Volumes II & III in their entirety.

NOTE: Proposals that exceed fifty (50) pages will have only those pages that are within the page count limits evaluated. All information appearing thereafter will not be evaluated.

2.6.3. Page Size
Unless otherwise stated, a "page" is defined as being one (1) 8.5" x 11" sheet of paper. Pages shall be typewritten except for the reproduced sections of the solicitation document and the font size shall be no less than 10 point and fully legible. A smaller font size (minimum of 8 point and fully legible) may be used on charts, graphs, figures, diagrams, and schematics to accommodate a "make to fit" software capability; however, all text shall be legible and easily read by a reasonable person. Margins on all four edges of each sheet will be at least one inch (margins for figures, maps and schedules may be reduced to no less than ½-inch). Proprietary statements, security markings, and page numbers can fall within the defined margin area. Pages shall be numbered sequentially by volume. These page format restrictions shall apply to responses to EN responses (if required), as well as to the initial proposal.

2.6.4. Indexing
Each Volume shall contain a more detailed table of contents to delineate the subparagraphs within that Volume. Tab indexing shall be used to identify sections.

2.6.5. Larger Pages
Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layout, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed 11" x 17" in size. **Each page up to and including 11" x 17" will count as one (1) page.** For tables, charts, graphs and figures, the font shall be no smaller than 8 point and fully legible, with the font style utilized being the Offeror's choice; however, all text shall be legible and easily read by a reasonable person. All information (except documentation identification, solicitation number, and page numbers) shall be contained within an image area of the previously stated margins.

2.7. Proposal Format
The Offeror's proposal shall be assembled (electronically) in the format shown below in Table 1 below.

ASSEMBLY INSTRUCTIONS			
TABLE 1 PROPOSAL FORMAT			
Volume	**Tab**	**Title**	**Maximum # of Pages**
I	**VOLUME I – TECHNICAL PROPOSAL**		
	NA	Cover Letter	**50-page count total limit (cover letter/executive summary, resumes and PPQs are excluded from page count)**
	1	***Factor 1*** – Past Performance	
	2	***Factor 2*** – Management Approach and Key Personnel	
	3	***Factor 3*** – Example Project Technical Approach (including Attachment L-1, Milestone Payment Schedule without Cost)	
	4	Contractor Teaming Agreements (excluded from page count)	
II	**VOLUME II – COST/PRICE PROPOSAL**		
	1	***Factor 4*** – Section B Discipline Rate Schedule, Annual Escalation Rates Table, and Markup Rates Table)	**No Limit**
	2	***Factor 5*** – Example Project Cost/Price Proposal (including Attachment L-2, Milestone Payment Schedule with Cost and Supplemental Pricing Information)	
	3	SF 33 - Solicitation, Offer, and Award (Section A) and Amendments (if applicable)	
	4	DFARS 252.209-7999, Representation by Corporation Certificate	
III	**VOLUME III – SMALL BUSINESS PARTICIPATION**		
	1	***Factor 6*** – Small Business Participation Plan	**No Limit**

3.0. VOLUME I, TECHNICAL PROPOSAL

3.1. Cover Letter/Executive Summary

Volume I of the proposal shall include a Cover Letter/Executive Summary which shall include the information identified in Section 1.10 as well as an Introduction to the proposal's team. The Cover Letter/Executive Summary shall not exceed two (2) pages in length and will be excluded from the fifty (50) page limitation.

Proposals submitted in response to this solicitation shall consist of the contents required in the sub-paragraphs described below:

3.2. Tab 1, Volume I, Factor 1 – Past Performance

The past performance evaluation considers an offeror's demonstrated recent and relevant record of performance in supplying products and services required by this RFP. In accordance with FAR 15.305(a)(2), the currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance shall be considered. Relevance and quality of performance will be combined to establish one past performance rating for each Offeror.

3.2.1. Relevancy of Past Experience Projects, Tab 1a

The Offeror shall submit information on no more or less than eight (8) projects to demonstrate the organization's/team's recent and relevant experience. Relevant means that submitted projects are similar in terms of scope, magnitude of effort and complexity as described and required in Section C. The relevancy of each Offeror's submitted Past Performance projects will be rated based on the quality of each project's narrative describing the work performed (i.e. how well the project's scope is described) and how pertinent the work is to the Section C SOW, as well as the depth and breadth of each project's scope (*i.e.* how many of the Section C SOW program areas are covered by the project's scope). Offerors shall ensure each project meets the definition of a 'project' below. **Projects not meeting the definition of a 'project' will not be considered in the evaluation of this Factor; if doing so results in the Offeror not meeting the required number of Past Experience Projects, a Deficiency will be assigned.**

3.2.1.1. Past Experience Project Submission Criteria

Criteria for the Offeror's Factor 1:

a. Submit no more or less than eight (8) projects to demonstrate the organization's/team's relevant past work experience and subsequent performance;

b. At least two (2) of the eight (8) submitted projects must each have a value of at least $1M;

c. At least four (4) of the eight (8) submitted projects must be performed by the Offeror as the Prime (reference definition below);

d. Ensure submitted projects are relevant to the work requirements noted in Section C of this RFP individually or in combination thereof;

e. Ensure each submitted project meets the definition of a 'project', as defined below; AND

f. Submitted projects shall be 100% completed, or at least 75% physically completed, not amount invoiced, within the last 5 years prior to the proposal due date. 75% physically completed means at least 75% of the contractual requirements have been accomplished.

*NOTE: If an Offeror's two (2) projects of at least $1M (criteria b, above) are performed by the Offeror as the Prime, those two (2) projects can also count toward meeting at least four (4) projects being performed by the Offeror as the Prime (criteria c above).

3.2.1.2. Definitions

a) <u>An Offeror is defined as:</u>

For the purpose of past experience and past performance evaluation, an 'Offeror' shall be defined as business arrangements and relationships, such as: a) Joint Venture participants; and b) teaming partners and major subcontractors with which formalized Teaming Agreements exist with the Prime submitting the proposal and are

provided with the proposal. The past experience and past performance record of each firm meeting the definition in the business arrangement may be evaluated by the Government.

b) Prime is defined as:
For the purpose of past experience and past performance evaluation, a 'Prime' shall be defined as the Firm or any of the Firms making up a Joint Venture (JV) submitting a proposal in response to this solicitation.

c) A project is defined as:
In order to be deemed a 'project', it must meet one, *and only one*, of the following:

a. 1 single Task Order against an IDC (a "D" contract) covering work performed at one single site;

b. 1 single Task Order against an IDC (a "D" contract) covering work at multiple sites within one single installation or facility;

c. 1 single "C" type contract (not a "D" contract) covering work performed at one single site (the following also will qualify as a non-'D'-type: a Cooperative Agreement or Grant; single BPA/BOA Call; single order against a GSA Schedule; or Purchase Order);

d. 1 single "C" type contract (not a "D" contract) covering work performed at multiple sites within one single installation or facility (the following also will qualify as a non-'D'-type: a Cooperative Agreement or Grant; single BPA/BOA Call; single order against a GSA Schedule; or Purchase Order);

e. 1 single Task Order against an IDC (a "D" contract) covering work performed at multiple but separate installations, meaning the installations are in different cities, states, etc.; **OR**

f. 1 single "C" type contract (not a "D" contract) covering work performed at multiple but separate installations, meaning the installations are in different cities, states, etc. (the following also will qualify as a non-'D'-type: a Cooperative Agreement or Grant; single BPA/BOA Call; single order against a GSA Schedule; or Purchase Order)

3.2.1.3. Past Performance Project Relevancy Template
The information that is required to evaluate relevancy is identified below in a project submission template that is to be completed in its entirety. Offerors may expand the form as necessary to accommodate the required project information.

Past Performance Project Relevancy Information Summary	
Project Name:	Project Location- City: State: Installation Name (if applicable):
Contract Number: Task Order Number (if applicable):	Was the project terminated early or were cure/show-cause letters issued? Yes or No (if yes, explain)
Offeror's Role: (Prime or Subcontractor)	Percentage of total value of contract performed by the Offeror: (If the Offeror was the Prime, what percentage was subcontracted; if the Offeror was the subcontractor, what dollar amount and percentage of the total project amount, as well as the total contract amount, was awarded to the subcontractor?)
Contract Type: (ex. FFP, CPFF, CPAF, CPIF, etc.)	Percentage of work billed to date by Offeror:
Date of Award:	Performance Based: Yes or No
Initial Award Amount:	Original Completion Date:

Final Contract Amount:	Actual Completion Date (or ongoing, if applicable):
Amount added by modification(s):	Percentage the project is **physically complete** to date:
Explanation (reason) of any cost growth:	Explanation of any late finish or time extensions:
Multiple interim schedule milestones/payment milestones? Y or N	
General Project Narrative: [*General scope. Provide a description of the project. Be sure to include features of this project that make it comparable in type or nature to the proposed project described in this request for proposal.]*	
Performance Issues Encountered: *[Describe any performance issues encountered. This could include technical, cost/schedule, health and safety issues, regulatory/stakeholder issues and other performance issues, as well as what was implemented to overcome these issues and the results.]*	
Regulatory Involvement: *[Include, at a minimum: Regulators Name, organization, and contact information Regulatory program (CERCLA, RCRA, UST program or other regulatory driver) and a discussion of effective resolution of regulatory issues, expediting regulatory closure, or other information demonstrating ability to work constructively with the regulatory community]*	
Applicable Section C SOW Criteria: *[highlight specific elements from the Section C SOW of this RFP that each submitted past performance project encompasses]*	
Major Project Accomplishments:	
Client Contact	Project's Contracting Officer
Name: Email: Telephone:	Name: Email: Telephone:

3.2.2 Performance Assessment, Tab 1b

For each submitted project, the Offeror shall request a Past Performance Questionnaire (PPQ), found in Attachment L-3 below, from those Government agencies or private sector companies' Point of Contact identified for each project. These agency or company contacts must have detailed information concerning the performance of the project in order to accurately complete the PPQ for the Offeror. The POCs may be contacted by the SSEB to assess the scope of work performed and to evaluate performance of the projects listed under the previous experience tab of this volume, if necessary; therefore, it is imperative to ensure correct telephone and email addresses are identified for the client POCs on each PPQ.

The Offeror may also provide a narrative for each submitted Past Experience project in Factor 1 that could include past performance information such as if it was completed on-time/budget, whether or not the Offeror encountered any performance issues or challenges, and key and/or best management practices the Offeror employed to sustain successful performance for each past performance project submitted. If performance issues, customer dissatisfaction or challenges did arise, provide information on what corrective action was implemented or how they were addressed and outcomes. **The narrative information does count toward the page limit; however, the PPQs are excluded from the page count.**

Completed Past Performance Questionnaires shall be submitted with your proposal if they are able to be received from the POC prior to the proposal due date. Offerors shall follow-up with clients/references to ensure timely submittal of questionnaires. If the Offeror's client requests, he/she may submit the questionnaire directly to the Contract Specialist, Josh Hope at Joshua.D.Hope@usace.army.mil ***prior*** to proposal closing date.

PPQs previously completed by the example project's POC may be submitted in lieu of requesting the POC to re-complete the form; however, Offerors shall not incorporate by reference into their proposal PPQs previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

CPARS evaluations shall not be submitted by the Offeror in place of a PPQ.

If one or more of the client's POCs do not reply to the Offeror's request to complete the PPQ, the Government may elect to contact them utilizing the reference information provided for each submitted project. Therefore, the Offeror must ensure the information provided for each project is accurate (i.e. POC name, telephone number, email address, etc.).

In addition to the PPQs, the Government may review and consider any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS), including Contractor Performance Assessment Reporting System (CPARS), using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the Offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the Offeror (including information from Government personnel and databases).

While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror.

The Government intends to assess the relative risks associated with the Offeror's performance based on the past performance information provided in the proposal and, if applicable, information obtained from available sources identified previously. A significant achievement, unexplained or unresolved problem, or lack of relevant data may significantly impact the risk rating by the Government. Therefore, it is incumbent upon the Offeror to include all relevant information, including demonstrated corrective actions, in its proposal.

In addition to the project information requested in this section, the Offeror shall also provide notification and information concerning any projects where it's right to proceed was terminated for the convenience of the Government or for default/cause during the last five (5) years, or so state that there were none. If any contracts were terminated, whether for convenience or default/cause, the Offeror shall list each, providing the contract number, title, brief type of work effort, and the reason for the termination.

3.3. Tab 2, Volume I, Factor 2 – Management Approach and Key Personnel

The Offeror's technical capabilities and management approach will be evaluated based on the qualifications of their proposed Key Personnel and management approach, which will include organization structure and overall management approach.

3.3.1. Management Approach, Tab 2a

The Offeror shall submit a Management Approach that clearly demonstrates their organizational approach for ongoing and successful project execution, including lines of authority for Key Personnel, and organizational relationships with any proposed subcontractors. Include whether you anticipate the use of your own resources totally, a joint venture, a teaming arrangement, or other subcontracting arrangements. Include names and addresses of team subcontractors as well as the contractual agreements and/or corporate commitments binding the firms to the contract. If these agreements are not in place, provide information on how they will be implemented. If these agreements are in place, provide a certified copy of the contractual agreement(s) in Volume II, Tab 5, which will not be included in the total page count. A certified copy is defined as a copy of a document or record, signed and certified as a true copy by the officer to whose custody the original is entrusted.

Organizational charts shall be presented demonstrating prime contractor and any team subcontractor roles and responsibilities. Personnel on the organization charts shall be identified by name, discipline, and firm office. The organizational charts shall clearly indicate reporting lines. Firms shall indicate the extent of their previous working relationship with any proposed subcontractors. In the event that the use of subcontractor(s) in a "team" approach is proposed, wherein the sub(s) will accomplish significant portions of a clearly identifiable scope of work on a consistent basis, a "team" relationship will be considered. In such instances, the prime shall clearly identify the limits of responsibility for each team subcontractor.

The Offeror shall provide a clear and concise overall management approach for this contract and how the work issued via task order(s) will be managed and controlled, and if the Offeror has multiple task orders performing work requirements concurrently how the Offeror will manage the concurrent work efforts to successfully meet the performance objectives within the identified period of performances. The Offeror shall describe the program management organization proposed as well as the project management procedures that shall be applied to ensure successful completion of specific work requirements. The organization description shall include any planning, recruiting, and staffing requirements for this contract as well as the project management procedures that shall be applied to ensure successful completion of site-specific work requirements. The Offeror shall describe the responsibilities and authorities granted to key personnel in the organization and the ability to adapt to changing requirements and to be flexible, versatile and responsive to customer requirements. The Offeror shall address how field and/or on-site personnel will be supervised.

Indicate the depth and size of your organization/team. Provide data regarding locations of your home and branch offices and their personnel respective personnel resources. This data may be in summary form indicating numbers of home and branch office personnel by discipline or trade. Indicate numbers of general personnel by discipline that can be applied to this contract under normal circumstances or emergencies. Describe your technique for assuring efficient utilization and balance of all manpower, material and equipment. Discuss staffing plan to accommodate normal fluctuating workloads in order to maintain an experienced work force during periods of work buildup and decline, including working and managing multiple concurrent task orders. Demonstrate your firm's ability to rapidly respond and mobilize to the geographical areas of coverage identified for this contract.

The Offeror shall provide a narrative of its corporate/team Quality Assurance/Quality Control (QA/QC) Program and its business practices, which demonstrates adherence to the QA/QC Program. The Offeror shall also describe its data management experience and procedures used to maintain quality and accuracy of data from generation to reporting.

The Contractor shall provide a narrative to describe its ongoing and successful execution of their Safety and Health Program, addressing items such as training, the number of current Safety and Health professionals and type, and the procedures and guidance used in the preparation and implementation of an Accident Prevention Plan/Site Safety and Health Plans relevant to this contract's scope of work activities. The Offeror shall provide a signed certification sheet stating that the Offeror has developed and implemented a Safety and Health Program in accordance with OSHA Health Program. The Offeror shall also certify that their Safety and Health Manager (SHM), who is a CIH, CSP or CHP, performs the Health and Safety supervision. The Offeror shall provide a summary list of any/all OSHA violations and reported lost time accidents in the past five (5) years for the Prime and Team Partners, or so state that there were none; the list of OSHA violations may be provided as an Appendix to the Management Approach in Tab 2a and will be excluded from the page count.

3.3.2. Key Personnel and Resumes, Tab 2b

The evaluation of Key Personnel will consider education, professional qualifications, complexity and range of experience, and accomplishments/successes in executing and providing environmental remediation services in accordance with the Section C SOW of the RFP.

The Offeror shall provide resumes only for individuals being proposed for the Key Personnel roles identified in Section 4.0 of the Section C SOW. Resumes must clearly demonstrate how the proposed individual possesses not only the required education and qualifications, but also the experience in the stated Program areas required by his/her respective Key Personnel role stated in Section 4.0. of Section C SOW to successfully execute the requirements of this contract. Resumes are excluded from the 50-page count limit for Volume I, but individual resumes are limited to two (2) pages each.

Key Personnel that require resume submittals as identified in Section 4.0 of the Section C SOW are as follows:

Program Manager**
Senior Project Manager**
Safety and Health Manager (SHM)**
Quality Control Supervisor (QCS)**
Senior Geologist
Program Chemist
Senior Risk Assessor/Toxicologist
Senior Civil *or* Senior Environmental Engineer
Senior Geophysicist
Senior Unexploded Ordnance Supervisor (SUXOS)
Unexploded Ordnance Safety Officer (UXOSO)
Unexploded Ordnance Quality Control Supervisor (UXOQCS)

**Must be an employee of the Prime

Offerors shall ensure that each resume (example below) provides detailed information on specific education, professional registration (if applicable), required years of experience, accomplishments, and achievements relevant to the proposed Key Personnel role for which the individual is being proposed. The resumes shall also include appropriate cross-references of the proposed individual's work on submitted Past Experience projects, if applicable (i.e. if the individual worked in that role on any of the submitted Past Experience projects). Offerors are reminded that some individuals proposed for the Key Personnel roles identified above must be employees of the Prime. Resumes for Key Personnel must be presented in the Offeror's proposal in the order identified above.

Example Resume Format

Name	**Key Personnel Role**	**Relationship to Prime**		
		Current Staff	**Consultant**	**Future Staff**
Synopsis of qualifications:				
Education:				
School	**Degree**	**Degree Focus**		
Professional Registrations, Certifications, and Training:				
Experience Relevant to Environmental Remediation Services (Repeat as needed)				
Project:				
Company	**Job Title**	**Dates**	**Relevance to Past Experience Projects**	
Summary of Duties and Accomplishments				
Other Relevant Information:				
Years with Current Firm:				

3.3.2.1. Manpower Chart/Matrix, Tab 2c

Offerors must provide a Manpower Chart or Matrix that identifies the proposed disciplines and the number of personnel within those disciplines from their organization and their subcontractor organizations to be utilized on this

contract. The purpose of this submittal is to identify both the types of discipline expertise and number of personnel, by discipline, available to the team for this contract. **Please note that this chart is <u>not</u> the same as the Offeror's Organizational Chart required in Section 3.3.1.**

3.3.2.2. Replacement of Key Personnel
After contract award, the Contracting Officer shall approve replacement of any key personnel after verifying that they meet or exceed the requirements of the solicitation. If further key management personnel are required to perform any work under this contract, the contractor will be required to submit their resumes for approval by the Contracting Officer.

3.4. Tab 3, Volume I, Factor 3, Example Project Technical Approach
The Government will provide an Example Project Performance Work Statement (PWS) for the Offeror to prepare and submit both technical and cost/price proposals as part of their submission for the RFP. The example project is not real but only a fictitious environmental remediation (ERS) project that is representative of work contemplated to be performed by this MATOC. The example project PWS and Milestone Payment Schedule (MPS) without Cost (Attachment L-1) are located in Section J of this solicitation.

The Offeror shall develop and submit a technical approach for all activities and implementation in support of the milestones, as outlined in the example project PWS. The technical approach shall include the Offeror's detailed plan of how he/she would accomplish the work within the proposed milestone schedule (identified on the MPS without Cost), *to include the disciplines used and level of effort anticipated (total hours per discipline and total hours per task)*, anticipated risks and risk mitigation measures. The Offeror shall ensure that pricing information is NOT included in the technical approach. *<u>The Offeror shall also submit an Integrated Master Schedule (IMS) to support completion of the Example Project within the stated period of performance.</u>*

The Government will assess the Offeror's technical understanding of the example project based upon their proposed technical approach, disciplines used, the hours proposed, and corresponding risk to the Government. *<u>Alternate milestones may not be proposed by adding additional CLINs or Sub-CLINs to the Milestone Payment Schedule without Cost (Attachment L-1).</u>*

The Example Project technical approach shall be included within Volume I, Factor 3, and shall be severable from the price portion for the example project proposal which shall be submitted within Volume II.

The Offeror shall ensure that the Attachment L-1, Milestone Payment Schedule without Cost, is submitted in Factor 3.

3.5. Tab 4, Volume I – Contractor Team Arrangements

3.5.1. Contractor Team Arrangements Other Than Joint Venture
All Offerors proposing a team arrangement other than a Joint Venture shall submit the following information:

a. Provide a listing of the team arrangement members' corporate name (no abbreviations), address, point of contact, phone number, DUNS number and CAGE Code.
b. Indicate to what extent the members of this team arrangement have worked in the past, including identifications of magnitude and complexity of projects worked on.
c. Submit a copy of the signed team arrangement agreement or binding letter of commitment between each team member. All team arrangement agreements and letters of commitment shall:
    i. Clearly identify the expected relationship, roles and responsibilities between firms, prime contractor and of the subcontractor or other entity (type and proportion of work to be performed); and
    ii. Shall be signed by the appropriate individual(s) of each firm.

3.5.2. Joint Venture (JV) Team Arrangement

No contract may be awarded to a Joint Venture (JV) that is not registered in the System for Award Management (SAM) database. The JV must have its own Data Universal Numbering System (DUNS) number and register as such.

All Offerors proposing a Joint Venture shall submit the following:

a. In the cover of your proposal, provide the complete names, addresses and phone numbers of the firms comprising the joint venture.
b. A copy of the signed Joint Venture Agreement in accordance with FAR 19.101.
c. In addition to the requirements stated above, and to assure a single point of contact for resolution of contractual matters and payments, the Offeror shall submit a certificate signed by each participant in the joint venture containing the following statement:

"The parties hereto expressly understand and agree as follows:

1. (Name, title and company) is the principal representative of the joint venture. As such, all communications regarding the administration of the contract and the performance of the work there under may be directed to him or her. In the absence of (same name, title and company) (enter name, title and company of alternate) is the alternate principal representative of the joint venture. These individuals have authority to sign on behalf of the joint venture.
2. Direction, approvals, required notices, and all other communications from the Government to the joint venture, including transmittal of payments by the Government shall be directed to (enter name, title and company of principal), principal representative of the joint venture.

NOTE: Provide telephone numbers and email addresses for the points of contact listed in the above statement.

4.0. VOLUME II – COST/PRICE PROPOSAL (there is no page limitation)
The Offeror shall submit, in Volume II, the cost/price information described below. Volume II will be evaluated to determine the reasonableness of each Offeror's cost proposal over the life of the contract, and the adequacy and value of the cost data.

The Offeror shall carefully read the instructions for Volume II to ensure all requirements are complied with. Since the evaluation of the cost proposal represents a portion of the total evaluation as described in Section M, it is possible that an Offeror's proposal might not be selected for award because of an Offeror's oversight, unreasonable, unrealistic, incomplete or inaccurate information, or non-current cost proposal information and/or cost or pricing data. Specifically identified omissions will result in the Offeror's Cost/Price Proposal to be deemed "Unreasonable" and, therefore, ineligible for further consideration for award. REMEMBER, the Government intends to award without discussions. The Cost/Price Proposal shall consist of the information identified below.

The hourly labor rates proposed on the Discipline Rate Schedule, Annual Escalation Rates Table and Markup Rates Table in Section B will be legally binding and will be the maximum rates that the Offeror will use for all Firm-Fixed-Price task orders issued within the Period of Performance of the contract. Lower rates may be offered at the task order level, if deemed appropriate by the Offeror.

4.1. Tab 1, Volume II, Factor 4 – Section B, Pricing Schedule
This portion of the Cost/Price Proposal shall consist of:
a) Discipline Rate Schedule (Hourly Labor Rates)
b) Annual Escalation Rates Table
c) Markup Rates Table (G&A on ODCs and Sub-contractor)

This portion of the Cost/Price Proposal will be subjectively evaluated and a best analysis of the proposal as a whole performed to determine best value to the Government. A price analysis will be used, where appropriate, for the purpose of determining the reasonableness and best value of the proposals.

NOTE: Tab 1 shall present the Tables found in Section B in the exact order presented above, filed 'a' through 'c'.

4.1.1. The Offeror shall complete the Discipline Rate Schedule of Section B in its entirety. If the Offeror has a different job title or if the Offeror is proposing to use subcontracted labor in which the subcontractor uses a different job title for any of the listed employees, the Offeror is instructed to conform to the notes in Section B and use the most appropriate or similar job title listed in the table (i.e.: Clerical/Administrative Assistant). The proposed labor rates are to be fully burdened rates [to include overhead, general and administrative costs, facility capital cost of money, escalation, etc.] with the exception of profit which will be negotiated on individual task orders. An hourly labor rate shall be proposed for every labor category for every Performance Period on the Discipline Rate Schedule.

Within the Annual Escalation Rates Table in Section B, the Offeror shall identify their proposed Annual Escalation rate for Years 2 through 5 for the Discipline Rate Schedule. Offerors must ensure that the escalation rates identified on the Annual Escalation Rates Table are those used to calculate the hourly rates for each discipline across the Periods (Base Period, Years 2-3, and Option Period, Years 4-5) for the Discipline Rate Schedule, as the hourly rates will be verified during evaluation.

Within the Markup Rates Table in Section B, the Offeror shall identify their proposed markup rates, if any, for G&A on Other Direct Costs (ODCs) and Sub-contractor costs.

> **NOTES:**
> **1. The Base Period-Year 1 hourly labor rates shall be no more than two (2) decimal places; Offerors must follow the instructions for completing the Discipline Rate Schedule and Table will automatically calculate and self-populate the hourly labor rates for the remaining Periods. The Base Period-Year 1 hourly labor rates entered in the Discipline Rate Schedule shall not be the result of a link to another worksheet, but the result of entering the labor rates directly into the cell.**
>
> **2. Offerors' failure to comply with all instructions and 'Notes' in Section B or Section L will result in a Deficiency for each instance resulting in the Offeror's Factor 4 being deemed 'Unreasonable'.**
>
> **3. Offerors must submit the Excel version of their Schedule B Tables (Discipline Rate Schedule, Annual Escalation and Markup Rates) to facilitate proposal evaluation.**

4.2. Tab 2, Volume II, Factor 5 – Example Project Cost/Price

The Government will provide an Example Project Performance Work Statement (PWS) for the Offeror to prepare and submit both technical and cost/price proposals as part of their submission for the RFP. The example project is not real but only a fictitious environmental project that is representative of work contemplated to be performed by this MATOC.

The Government will also provide a Milestone Payment Schedule (MPS) with Cost (Attachment L-2) that shall be used by the Offeror to submit their Cost/Price Proposal for the Example Project. Both the Example Project's PWS and MPS with Cost are located in Section J of the RFP.

The Offeror shall utilize the Excel Milestone Payment Schedule with Cost (Attachment L-2) provided with the RFP and complete it in its entirety, identifying a Unit Price for each CLIN. Only the green colored cells of the Attachment L-2 shall be completed; the Offeror shall use only whole-dollar (no cents) Unit Prices that are manually entered and not linked to any other worksheets of the supplemental pricing information.

The Offeror may not propose alternate milestones or add/delete CLINS/Sub-CLINs to the Milestone Payment Schedule with Cost (Attachment L-2). The proposed price for each milestone shall encompass the identified work requirements for that milestone and be freestanding to allow the Government to evaluate each proposed price independently.

4.2.1. Basis of Estimate

Even though this is a fictitious project, the Offeror shall provide a Basis of Estimate (BOE) that clearly describes all assumptions used when developing their cost proposal *as if* they were submitting a proposal for a new Firm-Fixed-Price environmental remediation services task order.

4.2.2. Supplemental Pricing Information
In order to evaluate competing approaches, supplemental pricing information (e.g., "data other than certified cost or pricing data") is required in accordance with FAR 15.403-3(b) as follows:

(1) For each milestone in the Milestone Payment Schedule with Cost, provide a breakdown of the labor categories that will be utilized by job title, hourly rate, and estimated labor hours. **Base Period-Year 1 labor disciplines and hourly rates and markups identified in Factor 4 must be used**, with the exception of labor categories such as equipment operators, etc.

(2) For each milestone in the Milestone Payment Schedule with Cost, provide a breakdown of the "Other Direct Costs" that are included in the price (e.g., items, unit prices, quantities, etc.).

(3) If including travel costs in your price proposal, for each milestone in the Milestone Payment Schedule with Cost, specify the number of trips and the itinerary (e.g., "from" and "to" locations) for the travel. For each trip, provide the number of days, the number of people, per diem rates, airline rates, rental car costs, etc.

(4) Identify any costs included in your proposal associated with any proposed subcontracting, including price buildup, and provide an explanation of how it was determined that the prices proposed by the prospective subcontractor(s) are fair and reasonable.

(5) Profit shall be addressed and proposed separately and not included as part of fully burdened hourly labor rates.

(6) Do not submit any list of exceptions to the PWS. Offers including exceptions will not be included in the evaluation.

NOTES:
1. Do NOT link the Unit Prices of the MPS with Cost to any Supplemental Pricing Information spreadsheets' totals. Ensure the Unit Prices are entered as whole-dollar only.

2. Offerors MUST submit their Example Project pricing utilizing the provided Excel version of the Milestone Payment Schedule with Cost (Attachment L-2) provided with the RFP.

3. When developing the proposed pricing for the Example Project for Factor 5:
- **Use only the Discipline Rate Schedule Base Period-Year 1 rates identified in Factor 4**
- **Use the G&A on ODCs and Sub-contractor Markup Rates identified in Factor 4**

4.3. Tab 3, Volume II - SF33, Solicitation, Offer, and Award (Section A)
The Offeror shall fill out in its entirety all of Section A (SF33) that applies to the Offeror and it shall be signed and dated by an official that is legally authorized to bind the company. Section A is only required from the prime. This tab will not be evaluated but must be completed in order to become eligible for award. The Offeror shall also acknowledge and submit copies of all amendments issued to the solicitation in accordance with the instructions on the Standard Form 30, if applicable.

4.4. Tab 4, Volume II – DFARS 252.209-7999, Representation by Corporation Certificate
The Offeror shall mark the appropriate representations and file this certification in Tab 4 of Volume II.

5.0. VOLUME III – SMALL BUSINESS PARTICIATION (there is no page limitation)
All Offerors are required to submit a separate Volume III – Small Business Participation consisting of the following:
a. Small Business Participation Plan, *Factor 6* (submitted with proposal)
b. Small Business Sub-contracting Plan (submitted if requested, see para 5.2 below)
c. Individual Sub-contracting Reports (ISRSs) (submitted if requested, see para 5.2.1 below)

Small business prime offerors shall be advised that their own participation as a prime counts towards the percentages set in this evaluation factor, and small businesses shall not be required to subcontract to other small businesses in order to achieve the small business participation percentages.

5.1. Volume III, Factor 6 – Small Business Participation Plan
All Offerors shall identify the extent to which Small Businesses (SBs), Veteran-Owned Small Businesses (VOSBs), Service-Disabled Veteran-Owned Small Businesses (SDVOSBs), HUBZone Small Businesses, Small Disadvantaged Businesses (SDBs) Woman-Owned Small Businesses (WOSBs), Historically Black Colleges/Universities or Minority Institutions (HBCU/MIs) would be utilized in the performance of this proposed contract.

The extent of participation of Small Businesses will be measured as a percentage of the **total** contract capacity.

Both Small and Large Business are required to submit a Small Business Participation Plan for this evaluation factor. Market research, based on the nature and location of the work is required to determine optimal percentage of total contract dollars planned to be performed by small businesses, however, the expected participation percentages are listed in the evaluation criteria below. Small business participation is the collective small business participation from any type of small business or sub-category socio-economic small business.

Provide the names of SB, SDVOSB, HUBZONE SB, SDB, or WOSB who would participate in the proposed contract, identifying specific components to be produced or services to be performed by them, and the estimated total dollars of such work.

5.1.1.
All Offerors will be evaluated on the level of small business commitment that they demonstrate for the proposed acquisition. The government will evaluate the proposals to determine which offerors propose the best value in terms of meeting all the Small Business Participation Percentages using the following criteria:

a. The extent of participation of small business subcontractors in terms of the percentage of the value of the total acquisition. ***Expected minimum*** percentages are:

1. **Small Business:** ***20%*** *of total contract dollars* (aggregate of all small businesses participation including the small business socioeconomic contracting programs (i.e., 8(a), HUBZone, SDVOSB, or WOSB programs).

2. **Small Disadvantaged Business (SDB):** ***5%*** *of total contract dollars*.

3. **Women-Owned Small Business (WOSB):** ***5%*** *of total contract dollars*.

4. **Service-Disabled Veteran-Owned Small Business (SDVOSB):** ***4%*** *of total contract dollars*.

5. **Historically Underutilized Business Zone (HUBZone):** ***4%*** *of total contract dollars*.

b. The extent to which such firms, as defined in FAR Part 19, are specifically identified in proposals and linked to specific work. This should include a diagram or narrative showing generally when socio-economic expenditures will occur throughout the period of performance. This data will assist in quantifying expectations of subcontracting percentage achievement when evaluating subcontracting performance on Individual Subcontracting Reports.

c. The extent of commitment to use such firms (existing written and enforceable commitments as opposed to business relationships that are simply planned or theoretical);

d. The identification of the complexity and variety of work that will be performed by the specific small businesses

e. The extent to which the Offeror provides detailed explanations/documentation supporting the proposed participation percentages, or lack thereof. This can include market research showing availability of relevant companies certified in the socio-economic categories corresponding to proposed participation percentages.

5.1.2.
All Offerors are required to complete the following Small Business Participation Plan Form and submit with their proposal. Offeror's market research and small business participation analysis in accordance with the evaluation criteria listed in the previous paragraphs should be reflected on this form.

SMALL BUSINESS PARTICIPATION PLAN FORM

(a) Check the applicable size and categories for the PRIME offeror only -- Check all applicable boxes:

{ } Large Prime
{ } Historically Black Colleges or Universities and Minority Institutions (HBCU/MI)
or
{ } Small Business Prime; also categorized as a
{ } Small Disadvantaged Business (SDB)
{ } Woman-Owned Small Business (WOSB)
{ } Historically Underutilized Zone (HUB Zone) Small Business
{ } Veteran-Owned Small Business (VOSB)
{ } Service-Disabled Veteran-Owned Small Business (SDVOSB)

(b) Submit the total combined percentage of work to be performed by both large and small businesses (include the percentage of work to be performed both by Prime and Subcontractors):

Example: If Prime proposes a price of $1,000,000 (including all options), and small business(es) will provide $250,000 in services/supplies as a Prime or subcontractor, the % planned for small businesses is 25%; and 75% for large business equaling 100%.

Total Percentage planned for Large Business(es): _____%
Total Percentage planned for Small Business(es): _____%
Total: _____%
(Total Must =100%)

(c) Please indicate the total percentage and/or total dollars of participation to be performed by each type of subcategory of small business. The percentage of work performed by Small Businesses that qualify in multiple small business categories may be counted in each category:

Example: Victory Prop Mgt (WOSB and SDVOSB) performing 2%; and Williams Group (SDB, HUBZone Small Business and WOSB) performing 3%. Results equate to: SDB 3%; HUBZone 3%; WOSB 5%; SDVOSB 2%; VOSB 2%;). SDVOSBs are also VOSBs automatically; however, VOSBs are not automatically SDVOSBs.

Small Disadvantaged Business _____%
HUB Zone Small Business _____%
Woman-Owned Small Business _____%
Service-Disabled Veteran-Owned SB _____%
Veteran Owned Small Business _____%
HBCU /MI _____%

(d) List principle supplies/services to be performed by Small Businesses:
Example: If a Small Business qualifies also as a WOSB and a SDVOSB, and you can add them to each category below for which they qualify.

Name of Company Type of Service/Supply
Small Business (SB):

_____ _____
_____ _____
_____ _____

Small Disadvantaged Business (SDB):

_____ _____
_____ _____
_____ _____

Women-Owned Small Business (WOSB):

_____ _____
_____ _____
_____ _____

Historically Underutilized Business Zone (HUBZone):

_____ _____
_____ _____
_____ _____

Veteran-Owned Small Business (VOSB):

_____ _____
_____ _____
_____ _____

Service-Disabled Veteran-Owned Small Business (SDVO):

_____ _____
_____ _____
_____ _____

Historically Black Colleges and Universities and Minority Institutions (HBCU/MI):

_____ _____
_____ _____
_____ _____

(e) Describe the extent of commitment to use small businesses (for example, what types of commitments if any, are in place for this specific acquisition either – small business prime, written contract, verbal, enforceable, non-enforceable, joint venturing, mentor-protégé, etc.)

_____
_____
_____
_____

end of Small Business Participation Plan*

5.2. Small Business Sub-Contracting Plan

After source selection, any apparent successful awardees that are other than small business entities will be asked to submit a Small Business Subcontracting Plan, which is separate from the Small Business Participation plan and must meet the requirements of FAR 52.219-9 and DFARS 252.219-7003 (or DFARS 252.219-7004 if the offeror has a comprehensive subcontracting plan).

In accordance with DFARS 215.304(c), any small businesses and HBCU/MI identified in ***Factor 6***, Small Business Participation Plan, must be included in the subcontracting plan.

SMALL BUSINESS SUBCONTRACTING PLANS SHALL REFLECT AND BE CONSISTENT WITH THE TOTAL CONTRACT DOLLAR COMMITMENTS OFFERED IN THE SMALL BUSINESS PARTICIPATION PLAN.

5.2.1 Individual Subcontracting Reports (ISRs)

If other than small business, for each of the projects submitted under Volume 1, Factor 1, the offeror shall provide the final or most recent Individual Subcontracting Report (or SF 294 if report was prior to OCT 2005) prepared for submission through the Electronic Subcontracting Reporting System for government contracts. For non-government contracts, provide planned subcontracting percentages and actual subcontracted dollars in terms of total contract dollars for Small Business (SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), HUBZone Small Business (HUBZone SB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), and Historically Black Colleges and Universities (HBCUs) and Minority Institutions (MI).

Example Project
ATTACHMENT L-1

Provided as a separate Excel document
identified in Section J for this RFP

Example Project
ATTACHMENT L-2

Provided as a separate Excel document
identified in Section J for this RFP

ATTACHMENT L-3
PAST PERFORMANCE QUESTIONNAIRE

Directions: The respondent of the Past Performance Questionnaire shall submit to the requestor or directly to the Government's contract specialist point of contact, Joshua Hope at Joshua.D.Hope@usace.army.mil. **Solicitation #W912BV-21-R-0018**

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

RATING	DEFINITION	NOTE
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element 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 shall 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 element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There shall have been no significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element 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 shall 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 element or sub-element 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 element or sub-element 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.

NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)

CONTRACT INFORMATION (Contractor to complete Blocks 1-4)

1. Contractor Information
Firm Name: CAGE Code:
Address: DUNs Number:
Phone Number:
Email Address:
Point of Contact: Contact Phone Number:

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.*)

CLIENT INFORMATION (Client to complete Blocks 5-8)

5. Client Information
Name:
Title:
Phone Number:
Email Address:

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

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

8. Client's Signature:

PLEASE CIRCLE 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/TIMELINESS OF PERFORMANCE:	
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; responsiveness to administrative reports, businesslike and communication)	E VG S M U N
c) To what extent was the contractor cooperative, businesslike, 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, execution and response to Government changes	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 maintainability or other factors that benefited the client	E VG S M U N
c) If this is/was a Government cost type contract, please rate the	E VG S M U N

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)	
d) Is the Contractor's accounting system adequate for management and tracking of costs? *If no, please explain in Remarks section.*	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? *Indicate if show cause or cure notices were issued, or any default action in comment section below.*	Yes No
f) Have there been any indications that the contractor has had any financial problems? *If yes, please explain below.*	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 user's rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	E VG S M U N
b) Contractor complied with all security requirements for the project and personnel security requirements.	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

Please provide responses to the questions above (*if applicable*) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk *(please attach additional pages if necessary)*:

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)

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

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

Commercial and Government Entity (CAGE) code means—

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

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

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

(c) CAGE codes may be obtained via--

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

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

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

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

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

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

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

CAGE code must be for that name and location address. Insert the word "CAGE" before the number. The CAGE code is required prior to award.

(End of Provision)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2017)

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

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, 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 proposal or revision is due.

(ii)(A) Any proposal, modification, or revision 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--

(1) 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 proposals; or

(2) 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

(3) It is the only proposal received.

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

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

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals 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.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without 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 cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the

time specified in the proposal shall result in a binding contract without further action by either party.

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

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) 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)

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)

(a) Exceptions from certified cost or pricing data. (1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception

under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation , access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Firm Fixed Price** contract resulting from this solicitation.

(End of provision)

52.232-28 INVITATION TO PROPOSE PERFORMANCE-BASED PAYMENTS (MAR 2000)

(a) The Government invites the offeror to propose terms under which the Government will make performance-based contract financing payments during contract performance. The Government will consider performance-based payment financing terms proposed by the offeror in the evaluation of the offeror's proposal. The Contracting Officer will incorporate the financing terms of the successful offeror and the FAR clause, Performance-Based Payments, at FAR 52.232-32, in any resulting contract.

(b) In the event of any conflict between the terms proposed by the offeror and the terms in the clause at FAR 52.232-32, Performance-Based Payments, the terms of the clause at FAR 52.232-32 shall govern.

(c) The Contracting Officer will not accept the offeror's proposed performance-based payment financing if the financing does not conform to the following limitations:

(1) The Government will make delivery payments only for supplies delivered and accepted, or services rendered and accepted in accordance with the payment terms of this contract.

(2) The terms and conditions of the performance-based payments must--

(i) Comply with FAR 32.1004;

(ii) Be reasonable and consistent with all other technical and cost information included in the offeror's proposal; and

(iii) Their total shall not exceed 90 percent of the contract price if on a whole contract basis, or 90 percent of the delivery item price if on a delivery item basis.

(3) The terms and conditions of the performance-based financing must be in the best interests of the Government.

(d) The offeror's proposal of performance-based payment financing shall include the following:

(1) The proposed contractual language describing the performance-based payments (see FAR 32.1004 for appropriate criteria for establishing performance bases and performance-based finance payment amounts).

(2) A listing of--

(i) The projected performance-based payment dates and the projected payment amounts; and

(ii) The projected delivery date and the projected payment amount.

(3) Information addressing the Contractor's investment in the contract.

(e) Evaluation of the offeror's proposed prices and financing terms will include whether the offeror's proposed performance-based payment events and payment amounts are reasonable and consistent with all other terms and conditions of the offeror's proposal.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

District Contracting Chief
Tulsa District, Corps of Engineers
2488 E. 81st Street
Tulsa, Oklahoma 74137-4290

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

(End of provision)

52.237-1 SITE VISIT (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of provision)

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is

cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

https://www.acquisition.gov

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

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

(End of provision)

252.204-7019 NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020)

(a) Definitions.

Basic Assessment, Medium Assessment, and High Assessment have the meaning given in the clause 252.204-7020, NIST SP 800-171 DoD Assessments.

Covered contractor information system has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this solicitation.

(b) Requirement. In order to be considered for award, if the Offeror is required to implement NIST SP 800-171, the Offeror shall have a current assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) (see 252.204-7020) for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order. The Basic, Medium, and High NIST SP 800-171 DoD Assessments are described in the NIST SP 800-171 DoD Assessment Methodology located at https://www.acq.osd.mil/dpap/pdi/cyber/strategically_assessing_contractor_implementation_of_NIST_SP_800-171.html.

(c) Procedures.

(1) The Offeror shall verify that summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) are posted in the Supplier Performance Risk System (SPRS) (https://www.sprs.csd.disa.mil/) for all covered contractor information systems relevant to the offer.

(2) If the Offeror does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the Offeror may conduct and submit a Basic Assessment to webptsmh@navy.mil for posting to SPRS in the format identified in paragraph (d) of this provision.

(d) Summary level scores. Summary level scores for all assessments will be posted 30 days post-assessment in SPRS to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) Basic Assessments. An Offeror may follow the procedures in paragraph (c)(2) of this provision for posting Basic Assessments to SPRS.

(i) The email shall include the following information:

(A) Cybersecurity standard assessed (e.g., NIST SP 800-171 Rev 1).

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract--

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (d)(1)(i) of this section, the Offeror shall use the following format for the report:

System security plan	CAGE codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total score	Date score of 110 will achieved

(2) Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system assessed:

(i) The standard assessed (e.g., NIST SP 800-171 Rev 1).

(ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).

(iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.

(iv) A brief description of the system security plan architecture, if more than one system security plan exists.

(v) Date and level of the assessment, i.e., medium or high.

(vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).

(vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(3) Accessibility.

(i) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(ii) Authorized representatives of the Offeror for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf.

(iii) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this section. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(End of provision)

252.215-7008 ONLY ONE OFFER (JUL 2019)

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

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

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

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

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

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

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

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

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

(End of provision)

EVALUATION FACTORS FOR AWARD

SECTION M

EVALUATION FACTORS FOR AWARD

$120M Unrestricted
Multiple Environmental Government Acquisition (MEGA)
Indefinite Delivery Contract (IDC)
Multiple Award Task Order Contract (MATOC)
For
Environmental Remediation Services (ERS) Projects
Assigned to the Regional Planning and Environmental Center (RPEC) and
As Assigned to the Southwestern Division (SWD) and South Pacific Division (SPD)
in Accordance with UAI Sub-part 5107.102-100 and ER 5-1-10

Solicitation #W912BV-21-R-0018
Contract #TBD

12 March 2021

1.0. SOURCE SELECTION

All offers received in response to this RFP will be evaluated in accordance with the requirements of Section "L" and this Section "M." The principal purpose of this evaluation process is to award a target of ten (10) Firm-Fixed-Price, Indefinite Delivery Contracts (IDCs) as part of a Multiple Award Task Order Contract (MATOC) under the Multiple Environmental Government Acquisition (MEGA) for **Environmental Remediation Services (ERS)** Projects assigned to the Regional Planning and Environmental Center (RPEC) within the geographic boundaries of the Southwestern Division (SWD) and South Pacific Division (SPD) and projects assigned to SWD and SPD in accordance with UAI Subpart 5107.102-100 and ER 5-1-10 using a competitive, "best value" trade-off source selection process. From this solicitation, a target of ten (10) Firm Fixed Price, IDCs as part of a MATOC under the Multiple Environmental Government Acquisition (MEGA) may be awarded to the Offerors submitting proposals determined to be most advantageous to the Government, price, and other factors considered. Although the intent is to award a target of ten (10) Indefinite Delivery Contracts (IDCs), if the Source Selection Authority (SSA) determines during the source selection process that fewer or more than that number of contracts shall be awarded, the SSA has the discretion of adjusting that number (higher or lower), or awarding none at all. In any case, the Government may not award any contract if the resulting contract would not represent a "best value" to the Government using trade-off selection procedures as required by the Defense Federal Acquisition Regulations (DFARS). The resulting FFP contracts will be awarded in accordance with FAR Part 15 and applicable supplements, guidance, and instructions. All non-price technical evaluation Factors, when combined, are significantly more important than cost or price. It is strongly suggested that the provisions stated in the RFP information be fully studied prior to assembly of the proposal.

2.0. EVALUATION FACTORS

2.1. ORDER OF PRECEDENCE

The evaluation factors are listed below. The technical evaluation factors (Volume I) are listed in descending order of precedence:

Volume I – Technical Factors
Factor 1 – Past Performance
Factor 2 – Management Approach and Key Personnel
Factor 3 – Example Project Technical Approach (including Attachment L-1, Milestone Payment Schedule without Cost)

Volume II – Cost/Price Information
Factor 4 – Section B Discipline Rate Schedule, Annual Escalation Rates Table,

and Markup Rates Table
Factor 5 – Example Project Cost/Price Proposal (including Attachment L-2, Milestone Pricing Schedule with Cost, and Supplemental Pricing Information)

Volume III – Small Business Participation
Factor 6 – Small Business Participation Plan

2.1.1. Relative Factor Weighting

- Factor 1 is more important than Factor 2;
- Factor 2 is more important than Factor 3;
- Factor 3 is more important than Factor 6;
- Factor 6 is more important than Factor 4;
- Factor 4 is more important than Factor 5; AND
- Factor 5 is the least important Factor.

NOTE: ALL NON-PRICE TECHNICAL FACTORS (VOLUMES I and III), WHEN COMBINED, ARE SIGNIFICANTLY MORE IMPORTANT THAN PRICE (VOLUME II).

2.2. RATINGS

The technical rating reflects the degree to which the proposed approach meets or does not meet the minimum performance and capability requirements through an assessment of the strengths, weaknesses, deficiencies, and risks of a proposal. This acquisition will use the combined technical/risk rating methodology that includes consideration of risk in conjunction with the strengths, weaknesses, and deficiencies in determining technical ratings.

Any "Unacceptable" rating at the Non-Price Technical Evaluation Factor level, or "Unreasonable" at the Cost/Price Factor level, will make an Offeror's proposal un-awardable.

Offerors will be cautioned that the award may not necessarily be made to the lowest priced proposal or the highest technically rated offer.

2.2.1. Technical Ratings

The technical rating provides an assessment of the quality of the Offeror's solution for meeting the Government's requirement. Each Technical Factor (Factors 2, 3 and 6) will receive one of the combined Technical/Risk adjectival ratings described in the DoD Source Selection Procedures and listed in the Table 1 below. The term "Technical" refers to non-cost Factors other than past performance that is used to assess the Offeror's experience, capabilities and proposed approach, as detailed in its proposal, to satisfy the Government's requirement. Technical risk assesses the degree to which the Offeror's proposed technical approach for the requirements of the solicitation may cause disruption of schedule, increased costs, degradation of performance, the need for increased Government oversight, or the likelihood of unsuccessful contract performance. The combined technical/risk rating includes consideration of risk in conjunction with the strengths, weaknesses, and deficiencies in determining technical ratings.

The adjectival ratings utilized during proposal evaluation and each rating's associated description with its level of risk is as follows:

TABLE 1- COMBINED TECHNICAL/RISK RATINGS FOR FACTORS 2, 3 and 6:

RATING	DESCRIPTION
OUTSTANDING	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
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.
ACCEPTABLE	Proposal meets requirements and indicates an adequate approach and understanding of the requirements and risk of unsuccessful performance is no worse than moderate.

RATING	DESCRIPTION
MARGINAL	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
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 un-awardable.

2.2.2. Past Performance Ratings

Past Performance considers 'how well' an Offeror performed and executed requirements on previous contracts, whereas Past Experience considers 'what' the Offeror performed and executed. The past performance evaluation results in an assessment of the Offeror's probability of meeting the solicitation requirements. The past performance evaluation considers each Offeror's demonstrated recent and relevant record of performance in supplying products and services that meet the contract's requirements, resulting in a ***Relevancy Rating***. A ***Performance Confidence Rating*** is also assigned for each Offeror's Past Performance after assessing and evaluating their past performance, focusing on performance that is recent and relevant to the contract requirements. As a result, an Offeror's Past Performance rating will consist of two components: 1) a relevancy rating; and 2) a confidence rating. An assigned Past Performance Factor rating will be comprised of one rating from Table 2 (relevancy) and one rating from Table 3 (confidence) resulting in a Relevancy/Confidence rating (i.e. Relevant/Substantial Confidence. Somewhat Relevant/Limited Confidence, etc.).

The Government will consider past performance information as submitted in accordance with Section L of this solicitation and may also consider recent and relevant past performance information outside of the information provided by the Offeror and its customers. Therefore, the Government reserves the right to use both the information provided by the Offeror as their Past Performance for evaluation, as well as information that may be obtained from other sources available to the Government, to include, but not limited to, the Past Performance Information Retrieval System (PPIRS), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), Contractor Performance Assessment Reporting System (CPARS), or other databases; interviews with Program Managers, Contracting Officers, and commercial sources.

2.2.2.1. Relevancy Assessment

A *relevancy* determination of the Offeror's past performance will be made based upon evaluation of the Offeror's past performance information to determine how relevant a recent effort accomplished by the Offeror is to the effort to be performed under this contract. The relevancy of each Offeror's submitted Past Performance projects will be rated based on the quality of each project's narrative describing the work performed (i.e. how well the project's scope is described) and how pertinent the work is to the Section C SOW, as well as the depth and breadth of each project's scope (i.e. how many of the Section C SOW program areas are covered by the project's scope). Criteria establishing what is recent and what aspects are considered relevant is stated in Section L, paragraph 3.2.

The Government will use the following relevancy definitions when assessing recent, relevant contract past performance per DoD Source Selection Procedures as reproduced in Table 2 below:

TABLE 2 – 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.

2.2.2.2. Confidence

The second aspect of the past performance evaluation is to determine how well the contractor performed on the contracts. The past performance evaluation performed in support of the source selection does not establish, create, or change the existing record and history of the Offeror's past performance on past contracts; rather, the past performance evaluation process gathers information from customers on how well the Offeror performed those past contracts. The Past Performance information will be reviewed to determine the quality and usefulness as it applies to a performance confidence assessment.

Offerors with no recent/relevant past performance record , or whose performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned will not be evaluated favorably or unfavorably on past performance. In this case, the offeror's past performance is unknown and assigned a performance confidence rating of "Neutral".

In conducting the performance confidence assessment, each Offeror shall be assigned one of the ratings in Table 3 below.

TABLE 3 - 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.
NEUTRAL CONFIDENCE	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. The offeror may not be evaluated favorably or unfavorably on the factor of past performance.
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 be able to successfully perform the required effort.

2.2.2.2.1.
Although the SSEB may not rate an offeror that lacks recent, relevant past performance favorably or unfavorably with regard to past performance, the SSAC may recommend and the SSA may determine, that a "Substantial Confidence" or "Satisfactory Confidence" past performance rating is worth more than a "Neutral Confidence" past performance rating in a best value tradeoff as long as the determination is consistent with stated solicitation criteria.

2.2.3. Small Business Participation Evaluation

The SSEB will evaluate the extent of participation of small business concerns identified by the Offeror identified on their submitted Small Business Participation Plan as required by Section L Factor 6.

In conducting the small business participation evaluation, each Offeror shall be assigned one of the ratings in Table 4 below.

Table 4 – Small Business Participation Plan Rating Method

Adjectival Rating	Description
Outstanding	Proposal indicates an exceptional approach and understanding of the small business objectives.
Good	Proposal indicates a thorough approach and understanding of the small business objectives.
Acceptable	Proposal indicates an adequate approach and understanding of the small business objectives.
Marginal	Proposal has not demonstrated an adequate approach and understanding of the small business objectives.
Unacceptable	Proposal does not meet small business objectives.

2.3. TECHNICAL FACTORS (VOLUME I)
2.3.1. *Factor 1: Past Performance*

There are two aspects to the Past Performance evaluation: relevancy and confidence. This factor is met when the Offeror demonstrates recent and relevant previous project experience and provides PPQs in accordance with Section 3.2 of Section L of this RFP that demonstrates a record of recent and relevant performance providing services similar to the requirements of this RFP. The government will perform an integrated assessment of relevancy and quality of the Offeror's Past Performance using information provided by the Offeror and potentially from information obtained from other sources in conducting the assessment.

The Confidence rating is based on an assessment of the quality and usefulness of the past performance information as it applies to performance confidence. Evaluation of Past Performance Confidence is an assessment of how well the Offeror performed on the contracts and thus the Offeror's probability of meeting this solicitation's requirements. The Government may contact references for the identified projects and/or contracts at the Government's discretion.

Recency and relevancy of each submitted project will be evaluated for its similarity to the contract (both IDC and Task Orders) type to be awarded (i.e. FFP), magnitude (dollar value of IDC and anticipated Task Orders), technical scope (identified program areas of the Section C SOW), technical complexity (complex ERS tasks, regulatory involvement, etc.) and diversity (depth and breadth of Section C SOW areas) of this solicitation will be assessed in accordance with Section L, para 3.2 of this solicitation.

The Government will evaluate RELEVANCY more favorably for proposals which:

- Provide a greater number of projects performed by the Offeror as the Prime (reference Section L, para 3.2 for definition of 'Prime') than minimally required, which demonstrate successful execution of similar/same requirements as the Section C SOW.
- Provide projects which demonstrate an established, ongoing working relationship with the proposed JV partner, if applicable, and teaming partner(s).
- Provide projects which demonstrate a comprehensive and diverse breadth, depth, and relevance to that described in Section C SOW of the RFP.
- Provide complex and technically challenging past experience projects with Section C SOW work elements and specialized skill sets.
- Provide past experience projects that demonstrate the Offeror's ability to comply with multiple and diverse environmental laws, regulations, and policy requirements.

The Government will evaluate PERFORMANCE CONFIDENCE more favorably for proposals which:

- Provide PPQs which indicate a consistent record of outstanding performance of relevant projects.
- Provide PPQs which indicate superior past performance ratings that are substantiated by independent client comments on PPQs.

2.3.2. *Factor 2: Management Approach and Key Personnel*

This Factor is met when the Offeror's proposal meets the minimum requirements identified for the proposed individuals for the Key Personnel roles and Management Approach.

2.3.2.1. Management Approach

The Offeror's proposal must present a clear, succinct, and comprehensive Management Approach that encompasses the requirements of Section L, para 3.3.1 and describes how high-quality services and deliverables will be provided to the Government.

For the Management Approach, the Government will evaluate more favorably proposals which:

- Provide roles, responsibilities, and locations for key personnel and teaming partners that are clearly identified and a clear and unambiguous organizational chart that depicts the proposed management scheme.
- Provide a clear and effective explanation of the Offeror's approach to effectively and efficiently manage the work, their resources, team members, and subcontractors.
- Provide a clear and effective plan to provide high quality services and deliverables.
- Provide a clear and effective communications plan between stakeholders (USACE, Customer, Contractor, and other stakeholders).
- Demonstrate the Offeror has sufficient resources to perform the requirements of the solicitation and has the ability to respond to the potentially rapidly changing needs of the program.
- Provide a reasonable and realistic plan to manage multiple, simultaneous projects/task orders of varying complexity and dollar value in various locations that may or may not be within the same geographic area.
- Provide an explanation of identified technical/schedule risks accompanied by mitigation measures for those risks that would ensure successful performance of task orders within their associated performance period.
- Provide key personnel and team members whose experience includes participation in the Offeror's past experience projects presented in Factor 1 and demonstrate the degree to which they have previously worked together.

2.3.2.2. Key Personnel Qualifications

The Offeror's proposal must propose Key Personnel in accordance with Section L, para 3.3.2. and Section C SOW, para 4.0. The evaluation of Key Personnel resumes will consider education, professional qualifications and registration, where applicable, experience, and accomplishments/successes in executing and providing environmental remediation services. In order to be deemed as meeting the minimum qualifications, the Offeror's proposed Key Personnel resumes must clearly demonstrate the individual meets the minimum requirements for their respective role identified in Section 4.0. of the Section C SOW.

For Key Personnel Qualifications, the Government will evaluate more favorably proposals which:

- Propose Key Personnel whose resumes clearly demonstrate education, relevant experience or qualifications that exceed RFP minimum requirements.
- Propose more than the required Key Personnel as being employees of the Prime.
- Propose a Program and/or Senior Project Manager whose resume documents they hold a valid Project Management Professional Certification (PMP)

2.3.3. *Factor 3: Example Project Technical Approach*
The Offeror's proposal must present an Example Project Technical Approach in accordance with Section L, para 3.4. This Factor is met when the Offeror provides a clear and concise description of their proposed technical approach for the provided Example Projects' activities and implementation in support of the performance milestones, as outlined in the Performance Work Statement, located in Section J. The technical approach shall provide sufficient detail as to how the Offeror will accomplish the work within the proposed milestone schedule, to include disciplines used and level of effort anticipated (man hours).

Offerors shall include within their Factor 3 Technical Approach a breakout, by Task, of the disciplines used as well as the number of hours by disciplines, with a total number of labor hours per Task. *Do NOT include any pricing information within the Technical Approach.*

The Government will evaluate more favorably proposals which:

- Demonstrate a firm understanding of the Example Project requirements based on the Offeror's technical approach, disciplines used, the hours proposed, and corresponding risk to the Government.
- Provide an explanation of any identified or potential technical/schedule risks and their associated mitigation measures that would ensure successful performance of the Example Project within its associated performance period.
- Provide a clear and convincing explanation and assessment of how the Offeror would ensure overall project objectives are met.

2.4. VOLUME II – Cost/Price Proposal
The Cost/Price proposal will be analyzed for completeness and price reasonableness to determine best value to the Government. Price analysis techniques and cost analysis techniques used in the price evaluation shall be in accordance with FAR 15.404-1(b) and FAR 15.404-1(c), respectively.

An "Unreasonable" rating for either Factor 4 or 5 will deem the Offeror's Volume II Cost/Price Proposal "Unreasonable". Any Cost/Price Proposal that is deemed "Unreasonable" will be considered ineligible for further consideration for contract award.

Average of All Offerors (AAO): For Factors 4 and 5, the AAO is calculated by totaling the proposed amounts of the same item from all Offerors (i.e., hourly labor rate, CLIN/sub-CLIN) and dividing the total by the number of Offerors; Factor 5 identifies an exception to the calculation of the AAO, which Offerors should become familiar with. It is important to note the AAO is revised each time revised pricing is received in response to each round of discussions and Final Proposal Revisions, if applicable.

2.4.1. Factor 4: Section B, Pricing Schedule
The Offeror shall complete Section B in its entirety in accordance with the requirements for completion of the Discipline Rate Schedule, Annual Escalation Rates Table, and Markup Rates Table; failure to provide an hourly rate for each labor discipline for each Period (Years 1-5 and Additional 6-months) will be cause for the Offeror's Cost/Price Proposal to be deemed "Unreasonable" and ineligible for further evaluation or consideration for contract award.

2.4.1.1. Discipline Rate Schedule Evaluation Summary
The proposed hourly labor rates for each discipline for the Discipline Rate Schedule will be analyzed using multiple approaches in order to determine fair and reasonable pricing. Except for analyses of the sum of all discipline rates

for the Table, only the Base Period, Year 1, rates will be utilized for the other identified analyses. Each Offeror's Factor 4 cost proposal will consist of analyses to determine fair and reasonable as follows:

1. The sum of all proposed hourly labor rates will be compared to the sum of the same disciplines of the IGE and/or AAO.

2. The sum of all Key Personnel discipline hourly labor rates will be compared to the sum of the same disciplines of the IGE and/or AAO.

3. The total number of disciplines whose individual hourly labor rates exceed the IGE and/or AAO by 20% (+/-) or more will be identified. It is important to note that the disciplines identified in this group are all-inclusive to include those disciplines exceeding the IGE and/or AAO by 35% (+/-) or more and 50% (+/-) or more, which will be identified as separate lists.

4. The total number of individual Key Personnel disciplines whose hourly labor rates exceed the IGE and/or AAO by 20% (+/-) will be identified.

5. The individual disciplines whose hourly labor rates exceed the IGE and/or AAO by 35% (+/-) or more will be identified. Those disciplines in this category will be identified as *Significantly Higher/Lower* than the IGE and/or AAO for purposes of discussions, should they occur during the source selection process.

6. The individual disciplines whose hourly labor rates exceed the IGE and/or AAO by 50% (+/-) or more will be identified. The disciplines in this category will be identified as *Unreasonably Higher/Lower* than the IGE and/or AAO for purposes of discussions, should they occur during the source selection process.

7. The Offeror's proposed Annual Escalation Rate, G&A on ODCs and Sub-contractor Markup Rates will be compared *only* to the IGE.

A. When evaluating each Offeror's Section B, Discipline Rate Schedule:

1) If the **sum of 1-each** of all proposed disciplines' hourly labor rates for each of the five (5) years (years 1-3 for the Base Period and years 4-5 for the Option Period) and the 6-month Option to Extend Services for the Offeror exceeds the same sum of the disciplines for the IGE *AND/OR* for the Average of All Offerors (AAO) **by at least 15% but no more than 20%** (+/-), it will be considered a '**Significant Weakness'**. There is no possibility of a 'Weakness'.

2) If the **sum of 1-each** of all disciplines' proposed hourly labor rates for each of the five (5) years (years 1-3 for the Base Period and years 4-5 for the Option Period) and the 6-month Option to Extend Services for the Offeror exceeds the same sum of the disciplines for the IGE *AND/OR* for the Average of All Offerors (AAO) **more than 20%** (+/-), the Offeror's Schedule B pricing will be considered **"Unreasonable".**

3) If the **sum of all Key Personnel Disciplines'** hourly labor rates (Base Period-Year 1 only) exceeds the sum of the same disciplines for the IGE *AND/OR* for the Average of All Offerors (AAO) **by at least 15% but no more than 20%** (+/-), it will be considered a '**Significant Weakness'**. There is no possibility of a 'Weakness'

4) If the **sum of all 1 Key Personnel Disciplines'** hourly labor rates (Base Period-Year 1 only) exceeds the sum of the same disciplines for the IGE *AND/OR* for the Average of All Offerors (AAO) **by more than 20%** (+/-), the Offeror's Schedule B pricing will be considered **"Unreasonable**".

NOTE: As part of price evaluation, the Government will evaluate its option to extend services (see FAR Clause 52.217-8) by including the sum of the sum of 1-each of the fully burdened labor rates identified on Discipline Rate Schedule for the 6-month Option to Extend Services for each Offeror. **The annual escalation rate shall not be applied to the rates identified for these rates (i.e., these rates must be the same as those identified for Option Period, Year 5)**.

B. When evaluating the Offeror's Individual Discipline Hourly Rates (*only Base Period, Year 1 rates will be used*):

1) If **at least 8 (approximately 10%), but no more than 21** (approximately 25%) disciplines' hourly labor rates **exceed by 20% (+/-) or more** when compared to the IGE *AND/OR* Average of All Offerors (AAO), it will be **considered a 'Weakness'**.

2) If **at least 22** (approximately 26%), **but no more than 32** (approximately 39%) disciplines' hourly labor rates **exceed by 20% (+/-) or more** when compared to the IGE *AND/OR* Average of All Offerors (AAO), it will be considered a '**Significant Weakness'**.

3) If **33** (approximately 40%) **or more** disciplines' hourly rates **exceed by 20% (+/-) or more** when compared to the IGE *AND/OR* Average of All Offerors (AAO), the Offeror's Schedule B pricing will be considered "**Unreasonable**".

4) For each proposed Key Personnel Discipline hourly labor rate that exceeds by 20% (+/-) or more when compared to the IGE *AND/OR* the Average of All Offerors (AAO)**,** a '**Significant Weakness'** will be assigned**.**

5) If **6 of 12 (or 50.00%) or more of the proposed Key Personnel disciplines' hourly labor rates are 20% (+/-) or more** when compared to the IGE *AND/OR* the Average of All Offerors (AAO), the Offeror's Factor 4 will be considered "**Unreasonable**".

6) Proposed disciplines' hourly labor rates exceeding the IGE *AND/OR* the Average of All Offerors (AAO) **by 35% (+/-) or more**, will be assigned **one (1) 'Significant Weakness'** for the total number disciplines within the group/set, no matter how many disciplines are identified. Disciplines identified within this category are automatically included in the category of those disciplines whose hourly labor rate exceeds the IGE and AAO by 20% (+/-) or more. **There is the possibility of the assignment of only one (1) 'Significant Weakness'**.

7) Proposed disciplines' hourly labor rates exceeding the IGE *AND/OR* the Average of All Offerors (AAO) **by 50% (+/-) or more**, will be determined **'UNREASONABLE'** for the total number of disciplines within the group/set, no matter how many disciplines are identified. Disciplines identified within this category are automatically included in the categories of those disciplines whose hourly labor rate exceeds the IGE and AAO by 20% (+/-) or more and 35% (+/-) or more.

2.4.1.1.1. Unreasonably High/Low Hourly Discipline Rates

If an Offeror's individual proposed Hourly Discipline Rate fails to be deemed 'Unreasonable' in accordance with the evaluation criteria when compared to *BOTH* the IGE and AAO, but instead the hourly rate exceeds only the IGE **OR** the AAO by 50% (+/-) or more, the proposed hourly discipline rate will be deemed 'Unreasonable'. There is no limit for the number of proposed Hourly Discipline Rates that can be deemed 'Unreasonably High/Low'. However, each of these rates will be identified in the event discussions are entered into.

Example:
Proposed rate: $70.00
IGE: $45.59
AAO: $56.11

In the above example, the proposed hourly labor rate of $70.00 is $24.41, or 53.54%, higher than the IGE and $13.89, or 24.75%, higher than the AAO.

Because the proposed hourly discipline rate exceeds only the IGE by more than 50%, the rate would be deemed 'Unreasonable'.

2.4.1.2. Markup Rates Tables

The RFP allows comparison of proposals to the IGE, Average of All Offerors, or any combination. Because the IGE was generated using existing contracts (IDCs and/or MATOCs), proposals will be compared to the IGE ONLY during evaluation of the proposed markup rates (Annual Escalation, G&A on ODCs and Sub-contractor Markup) in A, B, and C below. Additionally, the analyses will be compared 'higher only' rather than '(+/-)'.

A. When evaluating the Offeror's proposed Annual Escalation Rates:

1) An Offeror's proposed Annual Escalation Rate exceeding (**higher only**) the IGE by **more than 5% but not more than 10%** will be considered a '**Weakness'**.

2) An Offeror's proposed Annual Escalation Rate exceeding (higher only) the IGE by more than 10% but not more than 15% will be considered a '**Significant Weakness'**.

3) An Offeror's proposed Annual Escalation Rate exceeding (**higher only**) the IGE by more than 15% will be considered "**Unreasonable**".

**NOTE: any proposed Annual Escalation Rate less than the IGE, no matter the percentage, will not be rated a Weakness, Significant Weakness or Unreasonable, as rates lower than the IGE are beneficial to the Government.

B. When evaluating the Offeror's proposed G&A on Other Direct Costs (ODCs) Rate:

1) An Offeror's proposed G&A on ODCs Rate exceeding (**higher only**) the IGE by **more than 15%, but not more than 25%** will be considered a '**Significant Weakness'**. There is no possibility of a 'Weakness'.

2) Any proposed G&A on ODCs Rate exceeding (**higher only**) the IGE by **more than 25%** will be considered "**Unreasonable**".

**NOTE: any proposed G&A on ODCs Rate less than the IGE, no matter the percentage, will not be rated a Significant Weakness or Unreasonable, as rates lower than the IGE are beneficial to the Government.

C. When evaluating the Offeror's proposed Sub-contractor Markup Rate:

1) An Offeror's proposed Sub-contractor Markup Rate exceeding (**higher only**) the IGE by **more than 15% but not more than 25%** will be considered a '**Significant Weakness'**. There is no possibility of a 'Weakness'.

2) An Offeror's proposed Sub-contractor Markup Rate exceeding (**higher only**) the IGE by **more than 25%** will be considered "**Unreasonable**".

**NOTE: any proposed Sub-contractor Markup Rate less than the IGE, no matter the percentage, will not be rated a Significant Weakness or Unreasonable, as rates lower than the IGE are beneficial to the Government.

2.4.1.2.1. Proposed pricing for Factor 4 that is deemed "Unreasonable" when evaluated in accordance with the criteria in 2.4.1., 2.4.1.1. and 2.4.1.2., or due to being unrealistic, substantially inaccurate, or incomplete will result in Factor 4 being rated "Unreasonable".

2.4.2. <u>Factor 5: Example Project Price</u>

The Offeror's proposed pricing for Factor 5 – Example Project will be evaluated to determine reasonableness. The Offeror's hourly labor rates and markup rates (G&A on ODCs and Sub-contractor Markup Rates, as applicable) will be evaluated to ensure they are the same as those proposed in Factor 4 as required by Section L, para 4.2. Each Offeror's proposed prices for individual CLINs/sub-CLINs and Total Proposed Price on the Attachment L-2 will be compared to:

a) Independent Government Estimate (IGE) for the Example Project;
b) Average of All Offerors (AAO);
c) Any combination of 'a' and 'b' to determine cost/price reasonableness

The Offeror's level of effort (number of labor hours), travel, other direct costs, sub-contractor costs, and any other costs that may be proposed for the Example Project will be evaluated to determine the reasonableness of the proposed cost/price and distribution of costs, as well as how realistic the proposed cost/price is for the identified work will be taken into consideration when determining reasonableness. Any markups, fees or handling fees not

allowable in accordance with Section B 'Notes' will result in a Deficiency and, therefore, the Offeror's Factor 5 being rated 'Unreasonable'.

In conjunction with analyses of costs for individual proposed prices for each CLIN/sub-CLIN and Total Proposed Price, the Government will also assess the Offeror's technical understanding of the Example Project based upon the identified disciplines used and the associated hours proposed, by Task (or CLIN/sub-CLIN) and overall total, as part of the price reasonableness of the Example Project.

The SSEB will utilize the Offeror's Attachment L-2 (Milestone Payment Schedule with Cost), Basis of Estimate and Volume I-Technical Proposal, as well as professional engineering judgment during analysis of the Example Project's proposed cost/price.

Proposals will also be evaluated for the degree of risk assumed by the Offeror in their proposal structure. Unrealistically low (or high) proposed costs/prices determined to be unbalanced may be grounds for eliminating the proposal from competition on the basis that the Offeror does not understand the requirement or has developed and submitted an unrealistic proposal.

2.4.2.1. Exclusion from the AAO: If an Offeror's Total Proposed Price for Factor 5 exceeds by 50% or more the Total Proposed Price of the proposal nearest it, the proposal will NOT be included in calculation of the AAO because the price would be considered an 'outlier' and not representative of competitive market pricing. Including the outlier in the calculation of the AAO would lead to unrealistic comparisons and 'false exceedances' from the average those proposals whose pricing is competitively 'grouped'. All proposals will, however, be compared to the AAO.

Example: The following proposals are received:
Offeror A – $2,240,000
Offeror B – $1,000,000
Offeror C – $950,000
Offeror D – $980,997
Offeror E – $1,050,000
Offeror F – $465,000

In this example, Offeror A ($2,240,000) is approximately 113.33% higher than its next closest Offeror E ($1,050,000) and Offeror F ($465,000) is approximately 51.10% lower than its next closest Offeror C ($950,000), meaning both A ($2,240,000) and F ($465,000) are considered to be 'outliers'; therefore, Offerors B ($1,000,000), C ($950,000), D ($980,997) and E ($1,050,000) would comprise calculation of the AAO because their pricing is relatively 'grouped' and represent competitive pricing. Pricing submitted by Offerors A and F, identified as outliers, would not be included as part of the AAO calculation, but their Cost/Price Proposals would be evaluated and compared to the AAO (comprised of the competitive pricing submitted by Offerors B, C, D and E).

2.4.2.2. Evaluation of Example Project Cost/Price (Attachment L-2)

A. TOTAL PROPOSED COST/PRICE: If the Offeror's Attachment L-2 Total Proposed Price exceeds by **20% (+/-) or more** of the IGE *AND/OR* AAO, the Offeror's Cost/Price Proposal will be considered "Unreasonable".

B. CLIN/SUB-CLIN PRICE: If the Offeror's total proposed price for a stand-alone CLIN (containing no sub-CLINs), a sub-CLIN, or rollup price for any CLIN (including all CLINs for Contractor Manpower Reporting) **exceeds by 25% or more higher or 30% or more lower** when compared to the IGE *AND/OR* AAO, the proposed price for that CLIN (stand-alone price or roll-up price) or sub-CLIN will be deemed "Unreasonable".

C. FACTOR 5 RATES: The Offeror's example project will be reviewed to ensure the hourly discipline rates, G&A on ODCs Markup Rate and Sub-contractor Markup Rate are consistent with those proposed in

Factor 4. If the Offeror's identified rates in Factor 5 are not consistent with those in Factor 4, a Deficiency will be assigned, and Factor 5 will be considered "Unreasonable".

D. If the Offeror does not submit an Excel version of the Attachment L-2 as required by the RFP, a 'Deficiency' will be assigned.

E. If the Offeror does not comply with the Notes identified on Attachment L-2 a 'Deficiency' will be assigned.

2.4.2.2.1. Any proposed price that is deemed 'Unreasonable' will be identified for in-depth analysis by the SSEB. The SSEB can deem a proposed price that has been deemed 'Unreasonable' and identified for in-depth analysis to be "Reasonable" after a review of the Offeror's supplemental pricing data, Basis of Estimate and their determination that the Offeror's proposed price supports their technical approach in Volume I. However, the proposed technical approach must be 'Acceptable' or better and not be viewed by the SSEB as posing undue risk to the Government.

2.4.2.3. Proposed pricing for Factor 5 that is deemed "Unreasonable" when evaluated in accordance with the criteria 2.4.2. and 2.4.2.1. or due to being unrealistic, substantially inaccurate, or incomplete will result in Factor 5 being rated "Unreasonable".

NOTES:

1. Alternate milestones may not be proposed by adding additional CLINs or Sub-CLINs to the Milestone Payment Schedule with Cost (Attachment L-2).

2. Offerors must submit the Excel version of the Attachment L-2, Milestone Payment Schedule with Cost, provided with the RFP.

3. Offerors must comply with the Attachment L-2 NOTES.

2.5. VOLUME III – SMALL BUSINESS PARTICIPATION

2.5.1. Factor 6: Small Business Participation Plan

All Offerors will be evaluated on the level of Small Business commitment that they demonstrate on the submitted Small Business Participation Plan. This factor is met when the Offeror provides a Small Business Participation Plan meeting the minimum percentages identified in Section L, para 5.2.1. planned to be performed by small businesses.

The Government will evaluate more favorably proposals which:

- Propose the best value in terms of ***exceeding*** the Small Business Participation Percentages using the criteria identified in the RFP; the greater the number of percentages exceeded will result in a more favorable evaluation.
- Demonstrate the extent of commitment to use small business firms through enforceable commitments.
- Demonstrate the complexity and variety of the work small business firms are to perform.
- Document the extent of participation of small business firms in terms of the value of the total contract.
- Demonstrates the extent to which the Offeror provides detailed explanations/documentation supporting the proposed participation percentages.

2.5.2. Small Business Sub-Contracting Plan

As identified in Section L, para 5.2, only those Offerors requested to submit a Small Business Sub-Contracting Plan must do so when requested in writing by the Contracting Officer. The Plan will be evaluated and will be met when the Offeror submits a Small Business Sub-contracting Plan meeting the requirements of FAR 52.219-9 and DFARS 252.219-7003, and also reflects and is consistent with the Small Business participation commitments identified in Factor 6. This Factor will be rated either "Acceptable" or "Unacceptable".

3.0. DISCUSSIONS

If, during the evaluation period, it is determined to be in the best interest of the Government to conduct technical or cost discussions, a Competitive Range will be established and responses to Evaluation Notices (ENs) and the Final Proposal Revision (FPR) will be considered in making the source selection decision.

If discussions are conducted, the Contracting Officer will schedule the discussion sessions, and each Offeror will be notified of the time and place. The Contracting Officer will provide additional instructions with the notification. The discussion sessions will take place at a facility of the Government's choosing, should the discussions be face-to-face.

4.0. SOLICITATION REQUIREMENTS, TERMS AND CONDITIONS
Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as Evaluation Factors. Failure to comply with the terms and conditions of the solicitation may result in the Offeror being ineligible for award.

5.0. DEFINITIONS
"Deficiency" is 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. See FAR 15.001.

"Proposal modification" is a change made to a proposal before the solicitation closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a contracting officer, as the result of negotiations.

"Weakness" is a flaw in the proposal that increases the risk of unsuccessful contract performance. See FAR 15.001.

"Significant Weakness" is a flaw in the proposal that appreciably increases the risk of unsuccessful contract performance. See FAR 15.001.

"Strength" is an aspect of an offeror's 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 is an aspect of an Offeror's proposal that has appreciable merit or appreciably exceeds specified performance or capabilities requirements in a way that will be appreciably advantageous to the Government during contract performance.

Uncertainty is aspect of a non-cost/price factor proposal for which the intent of the offer is unclear (e.g., more than one way to interpret the offer or inconsistencies in the proposal indicating that there may have been an error, omission or mistake).

Adverse Past Performance. Past performance information that supports a less than satisfactory rating on any evaluation.

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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)