SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER: N6829216RC04026

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			N62649-16-T-0373	27-Jun-2016

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No Collect Calls)*	8. OFFER DUE DATE/LOCAL TIME
	MICHIKO YASUDA	011-81-467-63-3763	04:00 PM 11 Jul 2016

9. ISSUED BY — CODE N62649

NAVSUP FLC YOKOSUKA
(CODE 200) ATSUGI SITE
PSC 477 BOX 4
FPO AP 96306-1204

TEL:
FAX:

10. THIS ACQUISITION IS
- [X] UNRESTRICTED
- [ ] SET ASIDE: % FOR
  - [ ] SB
  - [ ] HUBZONE SB
  - [ ] 8(A)
  - [ ] SVC-DISABLED VET-OWNED SB
  - [ ] EMERGING SB

SIZE STD: NAICS:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
- [X] RFQ
- [ ] IFB
- [ ] RFP

15. DELIVER TO — CODE N68292

U.S. NAVAL HOSPITAL YOKOSUKA
BARBARA MARK
PSC 475
FPO AP 96350-1600
TEL: 315-243-6447 FAX:

16. ADMINISTERED BY — CODE

17a. CONTRACTOR/OFFEROR — CODE

TEL. — FACILITY CODE

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY — CODE

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED
- [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

- [X] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES
- [ ] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE
- [ ] OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

31c. DATE SIGNED

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*

TEL: EMAIL:

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)		PAGE 2 OF 54

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		2,080	Hours		
	REGISTERED NURSE (BASE YEAR) FFP at General Surgery USNH Yokosuka (Part Time) In accordance with the Statement of Work FOB: Destination MILSTRIP: N6829216RC04026 PURCHASE REQUEST NUMBER: N6829216RC04026 SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		2,080	Hours		
OPTION	REGISTERED NURSE (OPTION YEAR I) FFP at General Surgery USNH Yokosuka (Part Time) In accordance with the Statement of Work FOB: Destination SIGNAL CODE: A				
				NET AMT	

NOTE

This is a severable service contract and special reporting requirements exist under 10 U.S.C. 2410a.

STATEMENT OF WORK

NOTE 1: The use of Commanding Officer means: Commander, U. S. Naval Hospital Yokosuka, Japan, or a designated representative, e.g., Contracting Officer's Representative (COR) or Department Head.

NOTE 2: The terms "contractor" and "health care worker" are synonymous and mean the individual identified in block 17a on the SF1449 who is providing services under the contract.

NOTE 3: The term "MTF" refers to the Military Treatment Facility at which services are performed.

1. STATEMENT OF WORK.

1.1. The health care worker (HCW) shall provide, in accordance with this statement of work, comprehensive Registered Nurse (RN) services in the General Surgery at Naval Hospital Yokosuka.

1.2. During the term of the contract the HCW agrees to provide, on behalf of the government, the services of a RN for treatment of active duty military personnel, their dependents, eligible Navy civilian employees, and other eligible beneficiaries, in accordance with the terms and conditions of the contract.

1.3. While on duty, the HCW shall not advise, recommend or suggest to individuals authorized to receive services at government expense that such individuals should receive services from the HCW when he or she is not on duty, or from a partner or group associated in practice with the HCW, except with the express written consent of the Commanding Officer. The HCW shall not bill individuals entitled to those services rendered pursuant to the contract.

1.4. The HCW shall be neat, clean, well groomed, and in appropriate clothing when in patient care and public areas. All clothing shall be free of visible dirt and stains and shall fit correctly. Fingernails shall be clean and free from dirt, and hair shall be neatly trimmed and combed. HCWs shall display an identification badge, which includes the HCW's full name and professional status (furnished by the government) on the right breast of the outer clothing. Security badges provided by the government shall be worn when on duty. In addition to the identification badge, the HCW shall identify themselves as contract personnel in all meetings, telephone conversations, and formal and informal written correspondence with government personnel.

1.5. The HCW shall be physically capable of standing for extended periods of time and capable of normal ambulation.

1.6. The HCW shall comply with Executive Order 12731, October 17, 1990, (55 Fed. Reg. 42547), "Principles of Ethical Conduct for Government Officers and Employees", and shall also comply with Department of Defense (DOD) and Department of the Navy (DON) regulations implementing this Executive Order.

1.7. Suits arising out of Medical Malpractice. The HCW is serving at the military treatment facility under a personal services contract entered into under the authority of section 1091 of Title 10, United States Code. Accordingly, Section 1089 of Title 10, United States Code shall apply to personal injury lawsuits filed against the HCW(s) based on negligent or wrongful acts or omissions incident to performance within the scope of the contract. The HCW is not required to maintain medical malpractice liability insurance. In the event of a claim or lawsuit relating to the HCW's performance of duties under the contract, the parties shall follow the procedures established in SECNAVINST 6300.3A, a copy of which can be viewed at http://doni.daps.dla.mil/default.aspx.

1.7.1. The HCW providing services under the contract shall be rendering personal services to the government and shall be subject to day-to-day supervision and control by government personnel. Supervision and control is the process by which the individual HCW receives technical guidance, direction, and approval with regard to a task(s) within the requirements of the contract.

1.7.2. Due to the nature of medical personal services which require government supervision, the need for HCW access to Composite Health Care System (CHCS)/ Armed Forces Health Longitudinal Technology Application (AHLTA), and patients that present only at the MTF, this contract does not lend itself to allow the HCW to telecommute.

1.8. The HCW shall read, write, speak and understand the English language fluently and maintain good communication skills with patients and other health care personnel.

1.9. Except as provided in this clause, the HCW is not prohibited from conducting a private practice of their professions or from engaging in other employment. However, the HCW shall not, simultaneously with performance under the contract, engage in other employment that creates a conflict of interest, violates federal law, or potentially compromises the quality of their work under the contract. Further, such private practice or other employment shall not be conducted during those hours in which the HCW is required to render services under the contract. The HCW shall make no use of the government facilities or property provided under the contract in connection with other employment. (NAVMED P-117, Chapter 1, Article 1-22 applies (http://www.med.navy.mil/directives/Pages/NAVMEDP-MANMED.aspx).

1.10. The HCW shall become acquainted with and obey all station regulations, shall perform in a manner to preclude the waste of utilities, and shall not use government property for personal business. All motor vehicles operated on these installations by the HCW shall be registered with the base security service according to applicable directives. Eating by the HCW is prohibited in patient care areas and is restricted to designated areas. Smoking is prohibited in all facilities; the HCW shall comply with the rules and regulations of the MTF.

1.11. The HCW shall comply with all MTF checkout processes. These processes include returning government property, i.e., identification badges, pagers, cellular phones, etc., to the MTF upon the HCW's last day of service. Failure to do so promptly may result in delay of payment of the final invoice.

1.12. All financial, statistical, personnel and technical data which is furnished, produced or otherwise available to the contractor during the performance of the contract are considered confidential business information and shall not be used for purposes other than performance of work under the contract. Such data shall not be released by the HCW without prior written consent of the COR. Any presentation of any statistical or analytical materials, or any reports based on information obtained from studies covered by the contract, will be subject to review and approval by the COR before publication or dissemination.

1.13. The Secretary of the Navy has determined that the illegal possession or use of drugs and paraphernalia in a military setting contributes directly to military drug abuse and undermines Command efforts to eliminate drug abuse among military personnel. The policy of the Department of the Navy (including the Marine Corps) is to deter and detect drug offenses on military installations. Measures to be taken to identify drug offenses on military installations, and to prevent introduction of illegal drugs and paraphernalia, include routine random inspection of vehicles while entering or leaving with drug detection dogs when available, and random inspection of personal possessions on entry or exit. If there is probable cause to believe that a HCW has been engaged in use, possession, or trafficking of drugs, the HCW may be detained for a limited period of time until he or she can be removed from the installation or turned over to local law enforcement personnel having jurisdiction. When illegal drugs are discovered in the course of an inspection or search of a vehicle operated by a HCW, the HCW and vehicle may be detained for a reasonable period of time necessary to surrender the individual and vehicle to appropriate civil law enforcement personnel. Action may be taken to suspend, revoke, or deny installation driving privileges. Implicit with the acceptance of the contract is the agreement by the HCW to comply with all Federal and State laws as well

as regulations issued by the Commanding Officer of the military installation concerning illegal drugs and paraphernalia.

1.14. Comply with the standards of the Joint Commission, applicable provisions of law and the rules and regulations of any and all governmental authorities pertaining to licensure and regulation of health care personnel and medical treatment facilities, the regulations and standards of medical practice of the MTF and the bylaws of the hospital's medical staff. Adhere to and comply with all the Department of the Navy, Bureau of Medicine and Surgery and local Clinic instructions and notices that may be in effect during the term of the contract.

1.15. The HCW shall arrive for each scheduled shift in a well-rested condition and shall have had at least 6 hours of rest immediately prior to reporting for the shift.

1.16. Covered individuals shall be required to maintain minimum essential Health Care coverage under the Patient Protection and Affordable Care Act. Such coverage shall not be available through this contract, and therefore must be obtained independently. Failure to obtain such coverage may result in penalties as stated in the Act.

2. DUTY HOURS.

2.1. The HCW shall be on duty in the assigned clinical area and not exceed 40 hours each two week period between the hours of 0700 and 1630. The HCW shall normally provide services for a 6.5 or 7 hour period (to include an uncompensated .5 or 1 hour for lunch depending on shift length), Monday through Friday. Specific hours shall be scheduled one month in advance by the Commanding Officer. Any changes in the schedule shall be coordinated between the HCW and the government.

2.2. When required, to ensure completion of services that extend beyond the normal close of business, the HCW shall remain on duty in excess of the scheduled shift. This provision is not intended to apply to the time required to complete routine tasks (e.g., completion of paperwork or routine administrative tasks at the end of a shift), which are to be completed as part of the shift. The HCW will be given an equal amount of compensatory time to be scheduled upon mutual agreement of the HCW and the Commanding Officer. The HCW shall use all compensatory time within a two week period. All unused compensatory leave will be forfeited, if not used at the end of the period of performance. If the contract is terminated, there will be no reimbursement for any accrued compensatory time balance. In the event the HCW gives notice, all compensatory time must be used within the notice period or forfeited.

2.3. The HCW’s services shall not be required on federally observed holidays. The HCW shall be compensated for federally observed holidays in accordance with paragraph 3.5., below.

2.4. The Commander or designated government representative will supervise the HCW.

3. ABSENCES AND LEAVE.

3.1. The HCW shall request, in writing to the Commanding Officer, 15 days in advance any planned absences from assigned duties. Four hours of personal leave are accrued by the HCW at the end of every 80 hour period worked. This leave shall be used for both planned (vacation) and unplanned (sickness) absences.

3.2. Unless otherwise negotiated between the contracting officer, the Supervisor and the HCW, the MTF will administer the HCW’s leave in accordance with the guidelines for Federal civil service employees. These guidelines relate to, among other topics, annual leave, administrative leave, Leave Without Pay (LWOP) and holidays.

3.3. If the HCW is absent for three or more consecutive days due to illness, he or she may be required by the commanding officer to provide written documentation from a qualified health care provider that he or she is free from communicable disease and the cause of the HCW's current illness. The government reserves the right to examine and/or re-examine any HCW who meets this criterion.

3.4. At the discretion of the commanding officer, up to 80 hours of accrued leave may be carried over from one performance period to the next, as long as the balance carried over is used within 90 days of the next performance period. This contingency for leave carry over does not apply if the following option period is not exercised by the government or during the last option year of the contract. This position is for a period beginning from the start date through one year with options to extend the contract for a total of five years. The contract will be renewable each year at the option of the Navy. If the contract is terminated, there will be no reimbursement for any accrued leave balance. In the event that the HCW gives notice of employment termination, all accrued annual leave must be used within that notice period, or forfeited. Unplanned leave (i.e. leave taken for sickness) taken during this period shall be supported by a physician's statement of illness upon request.

3.5. The HCW will also receive a paid holiday benefit. If additional holidays are created as a result of an Executive Order, the benefit will also be extended to the HCW. The government will compensate the contractor for the number of hours the HCW is normally scheduled to work on the day on which the holiday is observed. If the HCW is not normally scheduled for duty on the day a holiday is observed will not be compensated for the holiday. For example, if the HCW works 10 hours per day, Tuesday through Friday, the HCW will not receive compensation for a Monday holiday, since the HCW is not normally scheduled to work on Mondays.

3.6. The HCW with a bona fide medical emergency occurring while on duty or with an on-the-job injury will be provided stabilizing medical care according to the procedures of the MTF. The HCW will reimburse the government for all medical services provided unless the HCW is otherwise entitled to government medical services.

3.7. Only the commanding officer has the authority to grant LWOP for unusual and compelling circumstances. Leave without pay must be approved in advance and will only be approved after all other leave has been exhausted.

3.8. Continuing Education. The commanding officer may also grant authorization for planned absences to allow the HCW to attend continuing education courses. This is in addition to the planned and unplanned absences specified above. The government may compensate the HCW for these periods of authorized absence if the continuing education course(s) are determined to be a necessary expense by the government. This determination will be made on a case by case basis, weighing the costs associated with the training of contractor personnel against the benefit gained by the government in support of the appropriation that will incur the expense. This compensation will not exceed 40 hours per contract period, equivalently apportioned for part-time services and/or partial year performance periods. The commanding officer may also advance leave for continuing education.

3.8.1. Unless authorized in advance, the government will not reimburse the HCW for the cost of any training and/or other related expenses (travel). If authorized, the contractor shall be compensated for those expenses deemed reasonable using a Travel/Training contract Line Item Number (CLIN) in Section B. The HCW shall provide proof of attendance and successful completion of continuing education to the commanding officer upon request.

3.8.1.1. The HCW shall submit an invoice in accordance with Wide Area Work Flow (WAWF) instructions itemizing expenses in amounts allowable by the COR. (See Section G.)

3.8.1.2. All reimbursements will be retrospective, payable only upon presentation of a properly prepared invoice (as specified by the facility) to the COR. The government shall reimburse the HCW only for actual training costs incurred, and any authorized travel expenses deemed reasonable.

3.8.1.3. The government reserves the right to require additional documentation, including memoranda from the HCW obtaining the training.

3.8.1.4. Such training shall not be conducted prior to the appropriate funding being applied to the contract.

3.9. Family and Medical Leave. Upon request from the contractor, up to 12 weeks of family or medical leave, accrued leave plus LWOP, may be granted to the HCW if the circumstances specified in the Family and Medical Leave Act (FMLA), Sec. 102, apply.

3.10. Military Reserve Duty. During MTF check-in processing, HCWs shall report their reserve status to the MTF COR. Documented military leave for military reservists may be allowed, not to exceed 15 days per fiscal year, in accordance with 5 U.S.C. 6323(a). This leave may be taken intermittently, i.e., 1 day at a time, and may be carried over into the next fiscal year provided a follow on task order in place or an option period under the Task Order has been exercised. Military reservists who perform full-time military service as a result of a call or order to active duty in support of a contingency operation may take up to 22 days per calendar year of military leave, in accordance with 5 U.S.C. 6323(b). Leave will be authorized on a prorated basis for periods of performance less than 12 months in the fiscal year or if the position is part time. Documented military leave taken in accordance with 5 U.S.C. 6323(a) and (b) is compensated leave; however, the HCW may choose to take LWOP. HCWs shall follow the policy of the MTF with respect to notification of scheduled military duties to the commanding officer.

3.11. For unusual and compelling circumstances (e.g., weather emergencies) in which the commanding officer either excuses all facility personnel from reporting to work or dismisses all personnel early, the commanding officer is authorized to grant administrative leave to the HCW. This administrative leave may be compensated leave.

3.12. Furlough. Except as otherwise provided in this paragraph or unless specifically authorized in a DoD Appropriations Act or a continuing resolution, the obligation of the contractor to perform services under the contract, and the government's obligation to pay for such services, shall be suspended during a government furlough. In the event of a government furlough, the Commanding will determine which contractor employees are considered "essential" and therefore must report to work. Only contractor employees deemed "essential" by the government shall be compensated for services rendered during a furlough. All other contractor employees will be furloughed until the government shutdown ends or the COR notifies them that they have become "essential" employees.

3.13. Jury Duty. Administrative leave may be granted for HCWs selected to serve jury duty. Requests for administrative jury duty leave shall be submitted to the commanding officer in the same manner as planned leave is requested. The HCW is required to provide the commanding officer with as much written notice as possible prior to reporting for jury duty, and is responsible for supplying documentation regarding the necessity for and length of absence for jury duty. A HCW whose position is deemed critical by the commanding officer may be issued a written request for the court to excuse the HCW from jury duty. The HCW shall be compensated by the government for these periods of authorized administrative leave.

4. DUTIES AND RESPONSIBILITIES. The HCW RN shall perform a full range of RN duties and procedures, to include, but not limited to, post-operative follow-ups, aid in repeat studies, pathology tracking and follow-up, conscious sedation cases (as necessary), and act as a provider extender to deliver quality patient care. All while functioning within the scope of this statement of work, on site using government furnished property. Additionally, they will effectively communicate with patients via Relay Health by providing initial screening of patient emails. Workload occurs as a result of either scheduled or unscheduled requirements for care. The HCW productivity is expected to be comparable to that of other RNs assigned to the same facility and authorized the same scope of practice.

4.1. Administrative and Training Requirements. The HCW shall provide training and/or clinical direction as applicable to supporting government employees (i.e. hospital corpsman, LPNs, RNs) during the performance of clinical procedures. The HCW shall perform administrative duties which include maintaining clinical workload, participating in educational programs and participating in clinical staff quality assurance functions and process action team, as prescribed by the Commanding Officer. The HCW shall:

4.1.1. Participate in the provision of monthly in-service training to non-health care-practitioner members of the clinical and administrative staff on subjects germane to the HCW's specialty.

4.1.2. Attend and/or comply with all annual training classes required by the Command, to include but not limited to online annual training provided by the MTF: disaster training, infection control, Sexual Harassment, Bloodborne

Pathogens, Fire and Safety, Chemical, Biological, Radiological, Nuclear and Explosives (CBRNE), family advocacy, and all other required training.

4.1.3. Participate in the implementation of the Hospital's Family Advocacy Program as directed. Participation shall include, but not be limited to, appropriate medical examination, documentation and reporting.

4.1.4. Attend Composite Health Care System (CHCS)/Armed Forces Health Longitudinal Technology (AHLTA) and DoD Inpatient Documentation System (**ESSENTRIS**) training provided by the government for a minimum of four (4) hours, and up to a maximum of 40 hours.

4.1.5. Comply with the HIPAA (Health Insurance Portability and Accountability Act) privacy and security policies of the treatment facility.

4.1.6. Participate in executing the Emergency Preparedness Plan (drills and actual emergencies) as scheduled by the MTF (typically semiannually). A MTF personnel re-call list with personal contact information for all military, civil service and Contract employees is required to prepare in advance for an actual emergency. The HCW shall provide personal contact information to the designated supervisor upon commencement of services. Should an emergency occur, the HCW shall be contacted with shift information and for accountability purposes.

4.1.7. Operate and manipulate automated systems such as CHCS, AHLTA, participate in clinical staff Performance Improvement (PI) and Risk Management (RM) functions, as prescribed by the Commanding Officer. Maintain DoD email account as directed. The HCW is responsible for all email and voicemail communications.

4.1.8. Undergo an orientation and shall complete mandatory Navy and DoD on-line training as required. Orientation may be waived for personnel who have previously provided service at the treatment facility. DoD on-line training may require that the HCW enter their Social Security Number to document and track compliance with training requirements.

4.1.8.1. Orientation shall consist of Command Orientation and Information Systems Orientation. Command orientation of up to 40 hours includes annual online raining requirements for topics such as but not limited to fire, safety, infection control, family advocacy, Chemical, Biological, Radiological, Nuclear, and Explosive Events (CBRNE) Basic Awareness, and various Navy required on-line trainings. Additional Command Orientation for nurses (local certifications) will comprise an estimated additional 28 hours. Information Systems Orientation of approximately 24 hours includes the Composite Health Care System (CHCS), Armed Forces Health Longitudinal Technology Application (AHLTA), DoD Inpatient Documentation System (**ESSENTRIS**) and the Ambulatory Data System (ADS). HCWs identified as CHCS and/or AHLTA Super-users shall undergo an additional 8 hours of information systems orientation.

4.1.9. Background Investigations. By fulfillment of this position, the HCW will have access to Department of Navy (DON) Information Technology (IT) systems and/or perform IT-related duties with varying degrees of independence, privilege and/or ability to access and/or impact sensitive data and information. Therefore, the HCW shall be subject to Information Technology (IT)/Sensitive Information (SI) security requirements which include national and local background checks and a credit check in accordance with Secretary of Navy (SECNAV) Manual 5510.30, as well as a criminal background check in accordance with the Crime Control Act of 1990. It should be noted that in order to receive access to the DON IT system(s) and the sensitive data necessary to perform the duties for this position, the HCW must be a U.S. citizen. The HCW shall be required to complete the paperwork necessary for the government to complete the background investigations.

4.2. Clinical Functions: Perform a full range of RN duties in accordance with assignment under the contract, including: triage; patient assessment and monitoring; use of patient monitoring and treatment equipment; appropriate nursing care, procedures, and treatments; execution of providers' orders within the guidelines of standard nursing practice; documentation of patient care and observations; and patient education and emotional support. In addition, the HCW shall:

4.2.1. Render professional nursing care to patients within the clinic. Direct rescheduling as required by patient emergencies and equipment failures. Resolve questionable triage or diagnosis through cooperation with clinic staff.

4.2.2. Become proficient with appropriate DoD medical information systems to accomplish assigned tasks.

4.2.3. Utilize a holistic nursing approach to assess the physiological, psychological, and socio-cultural needs of patients, incorporating the family unit, and develops an individualized plan of care.

4.2.4. Modify the plan of care in congruence with the patient's needs while documenting interventions and patients response.

4.2.5. Document findings of an initial assessment on the appropriate patient medical record, including history taking.

4.2.6. Formulate, document, and implement a nursing care plan for assigned patients and review and update them as required.

4.2.7. Ensure accurate medication is administered in correct form and dosage to the proper patient as directed by the provider.

4.2.8. Compile end-of-day reports. Review Hospital Corpsman nursing notes for accuracy of diagnosis, patient education, treatments, referrals and patient response to interventions and either concur with those notes, disagree or add to them with co-signature.

4.2.9. Perform preoperative procedures for minor surgery, and fill out pre-op checklist.

4.2.10. Coordinate with staff of Orthopedics, General Surgery, Main Operating Room, Ambulatory Procedures Unit, Post Anesthesia Care Unit, Laboratory, Pathology, and Radiology, as well as the appointment Desk of clinic of employment to plan the most efficient and effective mode of combined daily operations.

4.2.11. Work closely with the Utilization Management and TRICARE Operations Staff to ensure that patient referral and triage are consistent with the Command's utilization management policies/procedures and Regional Referral Management Center guidelines. Assist patients in admission, transfer, and discharge procedures. Successful interaction with the staff of associated facilities, Clinical Social Workers, and Case Managers(s) will be required.

4.2.12. Respond decisively in emergency situations, demonstrating proficiency in the safe use of emergency drugs, equipment, and procedures according to Basic Life Support (BLS) or Advanced Cardiac Life Support (ACLS) guidelines.

4.2.13. Use appropriate infection control and patient safety techniques as required.

4.2.14. Participate in in-service education programs. Participate in Command's Quality Control Program.

4.2.15. Brief Director, respective department head on a regular basis. Report problems concerning equipment failure or unusual employee circumstances immediately. RN may be required to brief executive staff on assigned or special interest projects.

4.2.16. Provide training and/or direction as applicable to supporting government employees (i.e. hospital corpsmen, clerical staff, students, etc.) and contract staff assigned to HCW during the performance of duties. The HCW shall perform administrative duties, which include maintaining statistical records of your clinical workload, participating in education programs, participate in clinical staff quality assurance functions, Process Action Teams, and briefings as prescribed by the Commander.

4.2.17. Participate in periodic required meetings to review and evaluate the care provided to patients, identify opportunities to improve the care delivered, referral patterns/cost and recommend corrective action when problems exist. Should a meeting occur outside of your regular working hours, you shall be required to read and initial the minutes of the meeting.

4.2.18. Assist in maintaining medical records, respecting confidentiality and standard MTF protocols.

4.2.19. Successfully complete MTF medication administration requirements to include IV placement, prior to assignment to these tasks.

4.2.20. Prepare, administer, and titrate prescribed medications consistent with the current policy and practice; cognizant of desired effects, side effects, and any complications thereof.

4.3. Credentials Requirement.

4.3.1. Upon award, the HCW shall complete a Credentials Record (CR) prior to performance of services. Completed CR must be forwarded 30 days prior to performance of duties to the MTF's Medical Staff Services Office (MSSO). The CR, maintained at the MTF, contains specific information with regard to qualifying degrees

4.3.2. If, during the Government's evaluation of the CR a negative current clinical competency assessment is determined, it will bring the MTF's consideration of the HCW's application for credentialing/privileging to an immediate close. Since granting credentialing/privileging is required as a condition of employment under this contract, a negative current clinical assessment will result in the issuance of a contract termination notice by the contracting officer under the clause at FAR 52.249-12.

4.3.3. If clinical privileges are summarily suspended or are being held in abeyance, pending an investigation into questions of professional ethics or conduct, performance under this contract may be suspended until clinical privileges are reinstated. No reimbursement shall be made and no other compensation shall accrue to the HCW so long as performance is suspended or clinical privileges are held in abeyance. The denial, suspension, limitation, or revocation of clinical privileges based upon practitioner impairment or misconduct may be reported to the appropriate licensing authorities of the state in which the license is held IAW BUMEDINST 6025.13.

5. FAILURE AND/OR INABILITY TO PERFORM.

5.1. The contract may be found voidable at the option of the government if the HCW fails to provide the requested physical certification or privileges are not granted to the HCW by the commanding officer.

5.2. Should the HCW be unable to perform duties under the contract due to medical or physical disability for more than 13 consecutive days, performance under the contract may be suspended by the contracting officer until such medical or physical disability is resolved. If performance under the contract is so suspended, no reimbursement shall be made and no other compensation, including annual/sick leave, shall accrue to the HCW so long as performance is suspended.

5.3. A HCW demonstrating impaired judgement shall be removed from providing health care services. The government reserves the right to remove any HCW who, in the judgement of a licensed physician, is impaired by drugs or alcohol.

5.3.1. A HCW with alcohol or drug abuse problems may be allowed to return to work under the terms of the contract only with prior government approval.

6. PERSONNEL QUALIFICATIONS. The HCW is required to possess the following minimum levels of professional and technical experience. The specialized experience included as part of the required qualifications shall have been obtained in the fields of endeavor indicated by the following applicable labor category:

RN

6.1. SPECIAL REQUIREMENTS. The HCW shall:

6.1.1. Possess a Baccalaureate Degree in Nursing or an Associate Degree in Nursing or a Diploma from a Nursing Program accredited by the Accreditation Commission for Education in Nursing (ACEN).

6.1.2. Possess and maintain a current unrestricted license to practice as a registered nurse in any one of the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam or the U.S. Virgin Islands.

6.1.4. Possess and maintain current certification in American Heart Association Basic Life Support (BLS) for Health care Providers; American Heart Association Health care Provider course; American Red Cross CPR (Cardio Pulmonary Resuscitation) for the Professional Rescuer; or an equivalent MTF course. HCWs, not currently in possession of current certification, must acquire certification prior to initiating contract performance. Web based classes do not meet these standards. A copy of the BLS instruction (BUMEDINSTR 1500.5C) may be obtained from the World Wide Web at: http://www.med.navy.mil/directives/Pages/BUMEDInstructions.aspx.

6.1.5. Possess current clinical competency, as defined in section 5 of BUMEDINST 6320.66E (http://www.med.navy.mil/directives/Pages/ExternalDirectives.aspx), in the clinical discipline required by the contract (e.g., physician, RN, dentist). Officials from the medical treatment facility (MTF) where the HCW's contract services will be performed will exercise their medical judgment when assessing whether the HCW's professional skill set and clinical practice history satisfy the indicia of current clinical competency that are specified in this instruction. To enable this assessment to be made, the HCW shall submit two letters from supervisors attesting to the HCW's personal clinical experience and professional skills as a practitioner in the required discipline. These letters must be dated and shall include the name, title, phone number, address and signature of the individual providing the letters. The letters must have been written within the 2 years preceding submission of the proposal.

6.1.6. Represent an acceptable malpractice risk to the Navy.

6.1.7. Be in good standing and under no sanction or suspension listing by the Federal Government.

6.1.8. Be a U.S. citizen.

6.1.9. Possess basic computer skills. The Contractor shall provide a completed Computer Skills Competency Form for each HCW.

6.2. REGULATORY COMPLIANCE REQUIREMENTS.

6.2.1. Within 60 days prior to performance of services by the HCW, the HCW shall obtain, at contractor expense, documentation of required immunizations and physical testing, and a statement from the HCW's licensed medical practitioner or a report of a physical examination. The physical examination and immunization documentation shall indicate that the HCW is free from mental or physical impairments that would restrict the HCW from providing the services described herein. The requirements are provided on the HEALTH EXAMINATION AND IMMUNIZATION/SCREENING REQUIREMENT FORM, the current version of which is available at: http://www.med.navy.mil/sites/nmlc/Public_Docs/Physical%20Exam%20and%20Immunization%20Form.pdf. The contractor shall always obtain the current version from the web page and shall have the form completed in its entirety in accordance with its instructions. The facility shall identify any incumbent HCWs who are not required to complete this documentation after contract award. Declinations shall only be permitted based on either the HCW's religious convictions or medical contraindications (as documented by a qualified health care provider). The Hepatitis B vaccine declination can be found on the World Wide Web at http://www.osha.gov/SLTC/etools/hospital/hazards/bbp/declination.html.

6.2.1.1. Except for the HCW who decline Hepatitis B vaccine as given above, the Hepatitis B requirements given in the HEALTH EXAMINATION AND IMMUNIZATION/SCREENING REQUIREMENT FORM, provide that the HCW must either show a positive titer or demonstrate persistent non-response to the vaccine. The HCW may be approved for service at the MTF prior to achieving a Hepatitis B positive titer or demonstrating a persistent non-response according to the following provisions:

6.2.1.1.1. The HCW must receive the first vaccination of his/her initial vaccination series prior to commencing service under the contract and must complete the series not later than 6 months after commencing service and, if a negative titer is obtained, must complete the second series within another 6 months; or

6.2.1.1.2. The HCW who has completed his/her initial series and obtained a negative titer must commence his/her second vaccine series prior to commencing service and must complete the second series not later than 6 months after commencing service.

6.2.1.1.3. The HCW approved according to the provisions above will be considered persistent non-responders until there is evidence to the contrary and will be counseled by a licensed practitioner regarding the implications of non-response.

6.2.1.1.4. If the HCW fails to comply with the applicable schedule above, the contract may be terminated if so directed by the contracting officer.

6.2.2. Except as provided in paragraph 6.2.3 or 6.2.4 below, or unless the HCW is otherwise entitled to government medical services (e.g., an eligible beneficiary), no medical tests or procedures required by the contract may be performed in the MTF. Expenses for all required tests and/or procedures shall be borne by the contractor at no additional expense to the government.

6.2.3. The HCW shall agree to undergo personal health examinations and such other medical and dental examinations at any time during the term of the contract, as the commanding officer may deem necessary for preventive medicine, medical surveillance, or performance improvement. These examinations will be provided by the government. If the contractor chooses, these examinations may be provided by private physician or dentist, at no expense to the government.

6.2.4. It is essential that the HCW be vaccinated annually against influenza according to Bureau of Medicine and Surgery, (BUMED) and Centers for Disease Control (CDC) guidelines aimed at reducing the impact of influenza disease in health care settings. The government will provide the influenza vaccine free of charge. If the HCW chooses to be immunized by the government, the HCW shall sign a waiver releasing the government from legal liability in accordance with local procedures and policies. Alternately, the HCW may obtain the vaccine at another facility, with the HCW bearing the total cost, and provide proof of vaccination to the government. If the HCW declines vaccination, a signed declination form shall be provided to the government in accordance with CDC recommendations and MTF policies.

6.2.5. A HCW who does not show a positive antibody titer after immunization and appears to have a "non-immune" status must report varicella exposure to the COR. In accordance with CDC Recommendations, the HCW may be removed from patient care duties beginning on the tenth day following exposure and remain away from work for the maximum incubation period of varicella (21 days). In this instance, the HCW will be considered to be in a leave status.

6.2.6. Prior to reporting for service at an MTF, each contract HCW shall be screened at contractor expense for risk of exposure to tuberculosis (TB) as part of the Health Examination and Immunization/Screening Requirement Form in 6.2.1. If the HCW is determined to have a low risk of exposure, no further screening or testing is required under this contract. The initial screening may be waived, at the discretion of the MTF, if the contractor provides evidence of a prior low risk assessment by a licensed physician. If the initial screening results in a determination that the HCW has an increased risk of exposure to TB, the contractor is responsible for ensuring that the HCW receives

targeted screening and testing in accordance with CDC Guidelines for Health-Care Settings and submitting timely records of subsequent screening or testing to the COR.

6.2.7. BLOODBORNE PATHOGEN ORIENTATION PROGRAM. The HCW shall participate in the Command's Bloodborne Pathogen Orientation Program. The HCW shall also participate in all required annual training and in periodic training for all procedures that have the potential for occupational exposure to bloodborne pathogens.

6.2.8. MANAGEMENT OF HIV POSITIVE HCWs. The human immunodeficiency virus (HIV) positive HCW will be managed in accordance with the current CDC guidelines and Section 503 of the Rehabilitation Act (29 U.S.C. 793) and its implementing regulations (41 CFR Part 60-741).

6.2.9. PREVENTION OF THE TRANSMISSION OF HIV. The HCW shall comply with the CDC's "Universal Precautions" for the prevention of the transmission of the HIV virus.

6.2.10. MANAGING THE CLINICAL RISK IN THE WORK ENVIRONMENT. The work environment inherently involves risks typically associated with the performance of clinical procedures. The HCW may be exposed to contagious disease, infections and flying debris, requiring the wearing of personal protection equipment such as scrub attire, gloves, masks, and eye protection.

ECMRA

Enterprise-wide Contractor Manpower Reporting Application (ECMRA)

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the U.S. Navy via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

(1) W, Lease/Rental of Equipment;
(2) X, Lease/Rental of Facilities;
(3) Y, Construction of Structures and Facilities;
(4) S, Utilities ONLY;
(5) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address https://doncmra.nmci.navy.mil.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at https://doncmra.nmci.navy.mil.

LIST OF ATTACHMENTS

This solicitation contains the following attachments.

Attachment 1: NAVMED P-117
Attachment 2: Health Examination and Immunization/Screening Requirement Form
Attachment 3: Citizenship Requirements
Attachment 4: Personal Qualifications Sheet
Attachment 5: Application for Navy Contract Positions

Attachment 6: Pricing Sheet
Attachment 7: System for Award Management (SAM) Confirmation Sheet

EVALUATION

(ii) Personal services contracts for health care are authorized by 10 U.S.C. 1091.

(A) This authority may be used to acquire—

(1) Direct health care services provided in medical treatment facilities;

(2) Health care services at locations outside of medical treatment facilities (such as the provision of medical screening examinations at military entrance processing stations); and

(3) Services of clinical counselors, family advocacy program staff, and victim's services representatives to members of the Armed Forces and covered beneficiaries who require such services, provided in medical treatment facilities or elsewhere. Persons with whom a personal services contract may be entered into under this authority include clinical social workers, psychologists, psychiatrists, and other comparable professionals who have advanced degrees in counseling or related academic disciplines and who meet all requirements for State licensure and board certification requirements, if any, within their fields of specialization.

(B) Sources for personal services contracts with individuals under the authority of 10 U.S.C. 1091 shall be selected through the procedures in this section. These procedures do not apply to contracts awarded to business entities other than individuals. Selections made using the procedures in this section are exempt by statute from FAR Part 6 competition requirements (see 206.001(b)).

(C) Approval requirements for—

(1) Direct health care personal services contracts (see paragraphs (b)(ii)(A)(1) and (2) of this section) and a pay cap are in DoDI 6025.5, Personal Services Contracts for Health Care Providers.

(i) A request to enter into a personal services contract for direct health care services must be approved by the commander of the medical/dental treatment facility where the services will be performed.

(ii) A request to enter into a personal services contract for a location outside of a medical treatment facility must be approved by the chief of the medical facility who is responsible for the area in which the services will be performed.

(2) Services of clinical counselors, family advocacy program staff, and victim's services representatives (see paragraph (b)(ii)(A)(3) of this section), shall be in accordance with agency procedures.

(D) The contracting officer must ensure that the requiring activity provides a copy of the approval with the purchase request.

(E) The contracting officer must provide adequate advance notice of contracting opportunities to individuals residing in the area of the facility. The notice must include the qualification criteria against which individuals responding will be evaluated. The contracting officer shall solicit applicants through at least one local publication which serves the area of the facility. Acquisitions under this section for personal service contracts are exempt from the posting and synopsis requirements of FAR Part 5.

(F) The contracting officer shall provide the qualifications of individuals responding to the notice to the commander of the facility for evaluation and ranking in accordance with agency procedures. Individuals must be considered solely on the basis of the professional qualifications established for the particular personal services being acquired and the Government's estimate of reasonable rates, fees, or other costs. The commander of the facility shall provide the contracting officer with rationale for the ranking of individuals, consistent with the required qualifications.

(G) Upon receipt from the facility of the ranked listing of applicants, the contracting officer shall either—

(1) Enter into negotiations with the highest ranked applicant. If a mutually satisfactory contract cannot be negotiated, the contracting officer shall terminate negotiations with the highest ranked applicant and enter into negotiations with the next highest.

(2) Enter into negotiations with all qualified applicants and select on the basis of qualifications and rates, fees, or other costs.

(H) In the event only one individual responds to an advertised requirement, the contracting officer is authorized to negotiate the contract award. In this case, the individual must still meet the minimum qualifications of the requirement and the contracting officer must be able to make a determination that the price is fair and reasonable.

(I) If a fair and reasonable price cannot be obtained from a qualified individual, the requirement should be canceled and acquired using procedures other than those set forth in this section.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 15-AUG-2016 TO 14-AUG-2017	N/A	U.S. NAVAL HOSPITAL YOKOSUKA BARBARA MARK PSC 475 FPO AP 96350-1600 315-243-6447 FOB: Destination	N68292
1001	POP 15-AUG-2017 TO 14-AUG-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N68292

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.204-7	System for Award Management	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	JUL 2013
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-1	Instructions to Offerors--Commercial Items	OCT 2015
52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2015
52.217-5	Evaluation Of Options	JUL 1990
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	OCT 2015
52.232-3	Payments under Personal Services Contracts	APR 1984
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.245-2	Government Property Installation Operation Services	APR 2012
52.249-12	Termination (Personal Services)	APR 1984

252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 2015
252.232-7010	Levies on Contract Payments	DEC 2006

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provison _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (APR 2016) ALTERNATE I (OCT 2014)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through http://www.acquisition.gov . If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (r) of this provision.

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

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

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

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

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

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

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

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

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

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

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

(8) PSC 9610, Ores;

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

(10) PSC 9630, Additive Metal Materials.

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

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology—

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

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

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

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

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the

management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

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

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

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

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

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

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

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

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

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

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

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

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

under the WOSB Program and other small businesses that are participating in the joint venture: ___ .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

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

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

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

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

___

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

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

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

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

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

___ Black American.

___ Hispanic American.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
___	___
___	___
___	___

[List as necessary]

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

(g)

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

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

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

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

LINE ITEM NO.	COUNTRY OF ORIGIN
___	___
___	___
___	___

[*List as necessary*]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
___	___
___	___
___	___

[*List as necessary*]

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

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

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

Canadian End Products:

Line Item No.:

___

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[*List as necessary*]

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

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

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

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

[*List as necessary*]

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

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

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

Other End Products

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

[*List as necessary*]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In

the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:
___	___
___	___
___	___

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

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

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

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

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

(2) [___] Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

[___] TIN: ___ .

[___] TIN has been applied for.

[___] TIN is not required because:

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

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

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

(4) Type of organization.

[___] Sole proprietorship;

[___] Partnership;

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

[___] Corporate entity (tax-exempt);

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

[___] Foreign government;

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

[___] Other ___ .

(5) Common parent.

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

[___] Name and TIN of common parent:

Name ___

TIN ___

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) Representation. The Offeror represents that--

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:
Immediate owner CAGE code: _____.
Immediate owner legal name: _____.
(Do not use a "doing business as" name)
Is the immediate owner owned or controlled by another entity: □ Yes or □ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:
Highest-level owner CAGE code: _____.
Highest-level owner legal name: _____.
(Do not use a "doing business as" name)

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

Predecessor CAGE code: ____ (or mark ``Unknown'').

Predecessor legal name: ____.

(Do not use a ``doing business as'' name).

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2016)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

____ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

____ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

_X_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

___ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

_X_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

____ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

____ (10) [Reserved]

____ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

____ (ii) Alternate I (NOV 2011) of 52.219-3.

____ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (ii) Alternate I (JAN 2011) of 52.219-4.

____ (13) [Reserved]

____ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

____ (ii) Alternate I (NOV 2011).

____ (iii) Alternate II (NOV 2011).

____ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

____ (ii) Alternate I (Oct 1995) of 52.219-7.

____ (iii) Alternate II (Mar 2004) of 52.219-7.

____ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

____ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)).

____ (ii) Alternate I (Oct 2001) of 52.219-9.

____ (iii) Alternate II (Oct 2001) of 52.219-9.

____ (iv) Alternate III (Oct 2015) of 52.219-9.

____ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

____ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

____ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

____ (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).

____ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

____(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

____ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

____(26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126).

____ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

____ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

____ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

____ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

____ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

____ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

__X__ (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

____ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

____ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

____ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (36) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (OCT 2015) of 52.223-13.

____ (37)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-14.

____ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (39)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-16.

__X__ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

____ (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

____(42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

____ (ii) Alternate I (May 2014) of 52.225-3.

____ (iii) Alternate II (May 2014) of 52.225-3.

____ (iv) Alternate III (May 2014) of 52.225-3.

____ (43) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

__X__ (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

____ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150

____ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

__X__ (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

____ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

____ (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

_____(1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

_____ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

_____ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

_____ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

_____ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

_____(8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

_____ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

_____ (10) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

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

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

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

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

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

(xi) __X__ (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

_____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

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

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

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

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

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

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

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

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

(End of clause)

52.217-9 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 prior to expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed two (2) years.

(End of clause)

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

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

FAR Clauses: http://acquisition.gov/far/
DFARS Clauses: http://www.acq.osd.mil/dpap/dars/dfarspgi/current/

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FAR Clauses: http://acquisition.gov/far/
DFARS Clauses: http://www.acq.osd.mil/dpap/dars/dfarspgi/current/

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

(b) The use in this solicitation of any 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)

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 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)

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)

252.203-7996 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION 2016-O0003)(OCT 2015)

(a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in section 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds appropriated (or otherwise made available) by this or any other Act may be used for a contract with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation*. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

252.203-7997 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2016-O0003)(OCT 2015)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) Use of funds appropriated (or otherwise made available) by the Continuing Appropriations Act, 2016 (Pub. L. 114-53) or any other FY 2016 appropriations act that extends to FY 2016 funds the same prohibitions as contained in sections 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) 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.

(End of clause)

252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (DEVIATION 2016-O0001)(DEC 2015)

(a) *Definitions*. As used in this provision—
"Controlled technical information," "covered contractor information system," and "covered defense information" are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2016-O0001)(OCT 2015).

(b) The security requirements required by contract clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2016-O0001)(OCT 2015) shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) If the Offeror anticipates that additional time will be necessary to implement derived security requirement 3.5.3 "Use of multifactor authentication for local and network access to privileged accounts and for network access to non-privileged accounts" within 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), the Offeror shall notify the Contracting Officer that they will implement the requirement within 9 months of contract award.

(d) If the Offeror proposes to deviate from any of the security requirements in NIST SP 800-171that is 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—
(1) Why a particular security requirement is not applicable; or
(2) How an alternative, but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(e) An authorized representative of the DoD CIO will approve or disapprove offeror requests to deviate from NIST SP 800-171 requirements in writing prior to contract award. Any approved deviation from NIST SP 800-171 shall be incorporated into the resulting contract.

(End of provision)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2015)

(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.

Contractor information system means an information system belonging to, or operated by or for, the Contractor.

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 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 information that--

(i) Is--

(A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or

(B) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(ii) Falls in any of the following categories:

(A) Controlled technical information.

(B) Critical information (operations security). Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(C) Export control. Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or disseminationcontrols pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

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.

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 information is recorded, stored, or printed within an 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.

Rapid(ly) report(ing) 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-Non Commercial 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 for all covered defense information on all covered contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall--

(1) Implement information systems security protections on all covered contractor information systems including, at a minimum--

(i) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government--

(A) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract; and

(B) 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; or

(ii) 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)(i) of this clause--

(A) 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," http://dx.doi.org/10.6028/NIST.SP.800-171 that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, as soon as practical, but not later than December 31, 2017. The Contractor shall notify the DoD 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; or

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection accepted in writing by an authorized representative of the DoD CIO; and

(2) Apply other security measures when the Contractor reasonably determines that such measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

(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, 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 http://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 http://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 http://iase.disa.mil/pki/eca/Pages/index.aspx.

(d) Malicious software. The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by 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 a covered contractor information system, including subcontracts for commercial items, without alteration, except to identify the parties; and

(2) When this clause is included in a subcontract, require subcontractors to rapidly report cyber incidents directly to DoD at http://dibnet.dod.mil and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.

(End of clause)

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

(a) Definitions. As used in this clause–

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

(a) Definitions. As used in this clause—

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

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

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

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

(c) WAWF access. To access WAWF, the Contractor shall—

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

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

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

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

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

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

Invoice 2-in-1 Services only - Personal

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

Destination

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

Routing Data Table

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	**HQ0248**
Issue By DoDAAC	**N62649**
Admin DoDAAC	**N62649**
Inspect By DoDAAC	N/A
Ship To Code	**N68292**
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	**N68292**
Service Acceptor (DoDAAC)	**N68292**
Accept at Other DoDAAC	N/A
LPO DoDAAC	**N68292**
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

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

barbara.a.mark2.civ@mail.mil

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Ms. Barbara Mark, USNH Yokosuka

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

(End of clause)

252.233-7001 CHOICE OF LAW (OVERSEAS) (JUNE 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(End of clause)

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)

5252.225-9401 JAPANESE CONCILIATION CLAUSE (Jan 1992)

(a) Except as otherwise provided in this contract any disagreement arising under this contract which is not resolved by the parties to this contract may be submitted to the US-Japan Joint Committee for conciliation in accordance with paragraph 10, Article XVIII, of the Status of Forces Agreement under Article VI of the Treaty of Mutual Cooperation and Security between Japan and the United States of America. Request by the Contractor for conciliation shall be made in accordance with the procedures provided herein.
(b) In the event the Contractor desires conciliation after the decision of the Contracting Officer has been served upon him, he will first file his appeal from such findings of fact within the time limits described therein before filing request for conciliation with the Joint Committee and then request for appellate authority under the clause of this contract entitled Disputes to suspend its action on his appeal until such time as the Joint Committee has had an opportunity for effecting conciliation.
(c) The request for conciliation will be submitted by the Contractor through the nearest local Japanese Defense Facilities Administration Bureau to the Contract Conciliation Panel of the Joint Committee. Upon the filing of the request with the Joint Committee, the Contractor will immediately notify the Contracting Officer in writing that the request for conciliation has been filed.
(d) In the event the disagreement submitted to the Joint Committee under subparagraph (b) above has been received through conciliation, it will be the responsibility of the Contractor to notify the appellate authority designated in the clause of this contract, entitled Disputes, of the settlement of the dispute and to withdraw his appeal.

(e) In the event the Contractor who has submitted a request for conciliation to the Joint Committee under subparagraph (b) above desires, notwithstanding the pending request for conciliation, that action by the appropriate authority under the clause of this contract entitled Disputes be resumed on his appeal, it is his responsibility to so request the said authority in writing. The Joint Committee shall be immediately informed by the Contractor of his action taken hereunder.

(f) No request for conciliation can be submitted to the Joint Committee in the case of a dispute upon which the final decision of the appropriate authority under the clause of this contract entitled Disputes has been rendered. Pending the hearing of conciliation panel the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision. The provisions of this clause shall not prejudice any right which the parties to the contract may have to file a civil suit.

(End of Clause)

LANGUAGE AND CURRENCY OF OFFERS (JUNE 2003)

Offers shall be submitted in the English language and in U.S. dollars.

(End of Provision)

5252.243-9400 Authorized Changes Only By The Contracting Officer (Jan 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: Kazuhiko Yamazaki
ADDRESS: Contracting Department (Code 220)
NAVSUP FLC Yokosuka, Site Atsugi
TELEPHONE: (0467) 63-3548

(End of Clause)

SPECIAL CONTRACT REQUIREMENTS

<u>HEALTHCARE WORKER BACKGROUND INVESTIGATION REQUIREMENTS</u>

(a) Healthcare Worker Requirements: Within 30 days after contract award, the healthcare worker shall provide all reasonable and necessary assistance to the Government to facilitate and complete the background investigation. To initiate the process for a background investigation, the healthcare worker shall report to the Contracting Officer's Representative (COR) for specific MTF processing instructions, complete the appropriate portion of the SF 85 P, and obtain fingerprints for submittal to the Office of Personnel Management (OPM). Healthcare workers who have previously received a background check must provide proof of the check or obtain a new one.

(b) Government Responsibilities: The Government will conduct criminal background checks on all healthcare workers providing child care services under this contract based on fingerprints obtained by a Government law enforcement office (e.g., local, state, federal, etc.) and a completed SF 85P form (Questionnaire for Public Trust Positions). The Technical Liaison will identify the appropriate DoD Component for billing purposes and the appropriate security point of contact and/or installation commander who will receive the background results.

(c) Miscellaneous Provisions: The Healthcare worker has the right to obtain a copy of any background check pertaining to them and to challenge the accuracy and completeness of the information contained in the report. A background check that provides adverse information that is unable to be mitigated or resolved and ultimately prevents the healthcare worker from performing contract duties will result in contract termination.
With written recommendation from the Commander, and the approval of the Contracting Officer, a healthcare worker with a background investigation pending completion may be permitted to perform work under this contract prior to the completion of the background check, provided the healthcare worker is within sight and continuous supervision of an individual with a successful background check.

CRIME CONTROL ACT OF 1990 REQUIREMENT

(a) Section 21 of the Crime Control Act of 1990, 42 U.S.C. 13041, as amended by section 1094 of Public Law 102-190, requires every facility operated by the Federal Government (or operated under contract with the Federal Government) that hires (or contracts to hire) individuals involved in the provision of child care services to assure that all existing and newly hired employees undergo a criminal background check. The term "child care services" is defined to include health and mental health care.

(b) The Government will conduct criminal background checks on the Contractor providing child care services under this contract based on fingerprints of the Contractor obtained by a Government law enforcement officer and inquiries conducted through the Federal Bureau of Investigation (FBI) and State criminal history repositories.

(c) Within 30 days after contract award, the Contractor shall provide all reasonable and necessary assistance to the Government, including compliance with the employment application requirements set forth in 42 U.S.C. 1304(d). Upon receipt of the results of a background check, the Contractor further agrees to undertake a personnel action in accordance with 42 U.S.C. 1304(c), when appropriate.

(d) The Contractor shall have the right to obtain a copy of any background check pertaining to itself and to challenge the accuracy and completeness of the information contained in the report.

INFORMATION TECHNOLOGY/SENSITIVE INFORMATION SECURITY REQUIREMENTS

(a) Contractor personnel shall meet the personnel security requirements for Sensitive and Information Technology (IT) positions outlined in Secretary of Navy (SECNAV) Manual M-5510.30 and SECNAV Instruction 5510.30 (most current version). Department of Navy (DON) IT positions include any position in which the incumbent has access to DON IT systems and/or performs IT-related duties with varying degrees of independence, privilege and/or ability to access and/or impact sensitive data and information. Use of CHCS and/or AHLTA is illustrative examples of such systems where security requirements apply.

(b) The same level of trustworthiness is required for contractor personnel as is required for Government personnel requiring similar access to and/or processing of proprietary data, information requiring protection under the Privacy Act of 1974, sensitive information, and Government-developed privileged information involving award of contracts; including user level access to DON or DOD networks and information systems, system security and network defense systems, or to system resources providing visual access and/or ability to input, delete or otherwise manipulate sensitive information without controls to identify and deny sensitive information. As such positions filled under this contract are designated as Non-Critical Sensitive (NCS), and IT-II.

(c) U.S. citizenship is a basic condition for assignment to a designated sensitive IT position. U.S. citizens who are also dual citizens are not specifically excluded from occupying either sensitive or designated IT positions, however, a dual citizenship status raises foreign influence and foreign preference concerns that will most likely prohibit interim assignment pending favorable investigation and adjudication of these issues. Eligibility will not be established for persons who hold a foreign passport. The U.S. citizen reference in the aforementioned regulation(s) make no distinction between those who are U.S. citizens by birth, those who are U.S. nationals, and those who have derived U.S. citizenship or those who acquired it through naturalization. Additional information on U.S. citizenship requirements is contained within SECNAV Manual M-5110.30 and SECNAV Instruction 5510.30. MTF security personnel must validate citizenship of individuals before submitting initial personnel security investigation requests.

(d) The investigative basis for assignment to a designated NCS/IT-II position is a favorably completed and adjudicated National Agency Check with Local Agency and Credit Checks (NACLC) for contractor employees.

(e) Personnel background investigations and training must be initiated and interim approval/temporary access be granted before access to DOD and DON IT systems/networks or DOD and DON sensitive information is allowed.

(f) Contractor personnel shall report to the COR to receive MTF specific processing instructions to complete the appropriate personnel security questionnaire, complete and submit the appropriate paperwork for the background investigation or provide proof of a favorable adjudication, and receive requisite training. A copy of the temporary access approval shall be provided to the COR upon receipt by the contract employee.

(g) The Navy manual and instruction referenced in paragraph 1.2.1 leave open the possibility of a waiver to the policies described herein. See M-5510.30, Chapter 1-10. However, neither the contracting officer nor the Commanding Officer of the MTF is authorized to grant such a waiver. All waiver requests must be forwarded to, and approved by, the Chief of Naval Operations (N09N2). In the event that the contractor wishes to pursue this course of action, it shall contact the COR of the MTF for the proper administrative procedures. The Commanding Officer of the MTF, or designee, shall decide if an individual waiver request will be submitted to the CNO. The mutual understanding of the parties is that waiver requests are rarely, if ever, granted, and further that delays in the processing of, or the failure of the Navy to act favorably on, such a request does not excuse the contractor from performance under this contract.

PHYSICAL EXAMINATION CERTIFICATE

(a) The health care worker shall obtain, at Contractor expense, a statement from the health care worker's physician or a report of a physical examination within 60 days prior to contract start indicating that the health care worker is free from mental or physical impairments which would restrict the health care worker from providing the services described herein. The statement must contain, as a minimum, the information described in Attachment (2) in Section J.

(b) Except as provided in c, below, no medical tests or procedures required by the contract may be performed at the MTF. Expenses for all required tests and/or procedures shall be borne by the health care worker at no additional expense to the Government.

(c) Further, the health care worker shall agree to undergo personal health examinations and such other medical and dental examinations at any time during the term of this contract, as the Commanding Officer may deem necessary for preventive medicine, quality assurance, or privileging purposes. These examinations will be provided by the Government. If the health care worker chooses, these examinations may be provided by the private physician or dentist at no expense to the Government.

(d) Prior to the commencement of performance under this contract, the Technical Liaison shall direct the health care worker to inprocess through standard facility procedures. Health care workers who have patient contact must show immunity to Measles, Mumps and Rubella (MMR) through Serological testing which shows zero-positivity to MMR or proof of vaccination (persons born prior to 1957 must have received one dose of MMR vaccine, persons born in 1957 or later must have received two doses of MMR vaccine). The health care worker shall provide evidence of varicella immune status or a statement of history of chicken pox. Additionally, health care workers must provide a current Purified Protein Derivative (PPD) reading, or evaluation if known PPD reactor, on an annual basis. The health care worker is responsible for any expenses incurred for required testing.

(e) The health care worker shall participate in the Command's Bloodborne Pathogen Program orientation as scheduled by the Senior Medical Department Representative. The health care worker shall also participate in annual training and training for new procedures with the potential for occupational exposure to bloodborne pathogens. Health care worker(s) involved in an exposure incident shall follow MTF regulations and procedures.

(f) Management of HIV positive health care worker shall be consistent with current Centers for Disease Control (CDC) guidelines and Section 503 of the Rehabilitation Act (29 U.S.C. Section 793) and its implementing regulations (41 CFR Part 60-741).

(g) The health care worker shall comply with the CDC's "Universal Precautions" for prevention of the transmission of HIV during all procedures.

(h) The health care worker shall become acquainted with and obey all station regulations, shall perform in a manner to preclude the waste of utilities, and shall not use Government telephones for personal business. All motor vehicles operated on these installations by the health care worker shall be registered with the base security service according to applicable directives. Eating by the health care worker is prohibited in patient care areas and is restricted to designated areas. Smoking is prohibited in all clinic facilities.

(i) All financial, statistical, personnel, and technical data which is furnished, produced or otherwise available to the health care worker during the performance of this contract are considered confidential business information and shall not be used for purposes other than performance of work under this contract. Such data shall not be released by the health care worker without prior written consent of the Technical Liaison. Any presentation of any statistical or analytical materials, or any reports based on information obtained from studies covered by this contract, will be subject to review and approval by the Technical Liaison before publication or dissemination.

(j) The Secretary of the Navy has determined that the illegal possession or use of drugs and paraphernalia in a military setting contributes directly to military drug abuse and undermines Command efforts to eliminate drug abuse amount military personnel. The policy of the Department of the Navy (including the Marine Corps) is to deter and detect drug offenses on military installations. Measures to be taken to identify drug offenses on military installations, and to prevent introduction of illegal drugs and paraphernalia, include routine random inspection of vehicles while entering or leaving with drug detection dogs when available, and random inspection of personal possessions on entry or exit if there is probable cause to believe that a health care worker has been engaged in use, possession, or trafficking of drugs, the health care worker may be detained for a limited period of time until he or she can be removed from the installation or turned over to local law enforcement personnel having jurisdiction. When illegal drugs are discovered in the course of an inspection or search of a vehicle operated by the health care worker, the health care worker and vehicle may be detained for a reasonable period of time necessary to surrender the individual and vehicle to appropriate civil law enforcement personnel. Action may be taken to suspend, revoke, or deny installation driving privileges. Implicit with the acceptance of this contract is the agreement by the health care worker

to comply with all Federal and State laws as well as regulations issued by the Commander of the military installation concerning illegal drugs and paraphernalia.

LIABILITY INSURANCE

(a) Before commencing work under a contract, the contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The following insurance as referenced in FAR 28.307, is the minimum insurance required:

(b) General liability - Bodily injury liability insurance coverage written on the comprehensive form of policy of at least $500,000 per occurrence.

(c) Automobile liability - Automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least $200,000 per person and $500,000 per occurrence for bodily injury and $20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

CONSUMPTION TAX

(a) The Governments of the United States and Japan have agreed that this contract is exempt from the Japanese Consumption Tax. In accordance with paragraph (c) of the clause FAR 52.229-6, "TAXES -- FOREIGN FIXED-PRICE CONTRACTS (JAN 1991)," the offerors or quoters shall not include the Consumption Tax (including underlying taxes) in their proposal or quotations. By submission of your proposal or quotation, you are certifying that your proposal or quotation does not contain any such tax. The following U.S. Government (USG) proof of purchase forms shall be used to claim the exemption at tax offices:

USG Standard Form 1034
USG Standard Form 1113
USG Standard Form 44
Department of Defense Form 1155
Navy Comptroller Form 2277

(b) The Contractor shall retain the appropriate USG proof of purchase forms set forth above for a period of seven (7) years. In addition, the Contractor shall maintain adequate records containing all pertinent information with regard to the claiming of Consumption Tax exemptions related to this contract. These records shall be subject to review by the Contracting Officer, or his or her designated representative, at any time up to seven (7) years from the date of final payment under this contract.

(c) Any questions concerning the applicability of the Consumption Tax should be directed to the appropriate local tax office.

CUSTOMS AND TAX EXEMPTION

(a) The Contractor shall, notwithstanding any other clause in this contract to the contrary, be required to submit a request in writing to the Contracting Officer for issuance of a Tax Exemption Certificate for any import duties and all taxes paid or to be paid from which the U.S. Government is entitled to an exemption. These taxes and duties are enumerated in Article XII of the Status of Forces Agreement under Article VI of the Treaty of Mutual Cooperation

and Security between the Governments of the United States of America and Japan, regarding facilities areas and the status of United States Armed Forces in Japan. The Contractor's request shall include the following information:

(1) Name of contractor;

(2) Contract number and job order number (if applicable);

(3) Nomenclature of taxable material to be delivered and intended use;

(4) Quantity of taxable material used or to be delivered; and

(5) Period of taxable material use.

(b) In the case of gasoline and other petroleum products, the Contractor shall be responsible for making every reasonable effort to determine the accuracy of his figures on consumption. In this regard, the Contractor shall, upon request of the Contracting Officer, present all available data used by the Contractor as the basis for determining such figures. The Contractor shall be required to maintain adequate records containing all pertinent information with regard to the above requirements. Further, these records shall be subject to review by the Contracting Officer at any time up to three years from the date of final payment under this contract.

SUBMISSION OF QUOTATIONS

The quotation is required to submit a quotation in the following quantities:

(X) SF 1449 (Solicitation No. N62649-16-T-0373) – Signed one copy

(X) Completed Attachments #4, #5, #6, and #7 – Signed one copy

(X) Any supplemental/proof documentation (e.g., degree, license, certificate, citizenship, and etc.) – One copy