

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1   35
2. AMENDMENT/MODIFICATION NO. P00007	3. EFFECTIVE DATE 01-Jun-2014	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)
6. ISSUED BY INSTAL & VEHICLE SUP CONTRACTING DIV 6501 E. 11 MILE ROAD WARREN MI 48397-5000	CODE W56HZV	7. ADMINISTERED BY (If other than item 6) INSTAL & VEHICLE SUP CONTRACTING DIV SFC JOHN E MCDONALD CCTA-HDC-DWMS350 JOHN.E.MCDONALD30.MIL@MAIL.MIL WARREN MI 48397-5000		CODE W56HZV
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SNI UNLIMITED INC PAUL DAVIS 35120 MICHIGAN AVE E WAYNE MI 48184-3698			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. W56HZV-13-C-L520	
			X 10B. DATED (SEE ITEM 13) 01-Jun-2013	
CODE 6V0H1	FACILITY CODE 6V0H1			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Part 43.103(a)(3) bilateral agreement between both parties.				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: mcdonalj14469  *****SEE SUMMARY OF CHANGES*****				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JEFFREY B. YEAGER / CONTRACTING OFFICER TEL: 586-282-6200 EMAIL: jeffrey.b.yeager2.civ@mail.mil	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Jeffrey B. Yeager</i> (Signature of Contracting Officer)	16C. DATE SIGNED 21-May-2014

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

SEE SUMMARY OF CHANGES

Modification Control Number: mcdonalj14469

Reference PR Number: 0010435179-0004

1. The purpose of this modification is to exercise Option Year One (1) for contract W56HZV-13-C-L520 shall be exercised for the period of performance of June 01, 2014 to May 31, 2015 in accordance with FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000).
2. Add FAR Clause 52.232-19 -- Availability of Funds for the Next Fiscal Year; sufficient FY14 funds will be used to fund the contract from June 1, 2014 to Dec 31, 2014. FY15 funds will be used (SAF portion) for the remainder of the option year 1 period from January 1, 2015 to May 31, 2015.
3. CLIN 1002AA was created and funded in the amount of \$113,206.98
4. CLIN 1003AA was created and funded in the amount of \$155,739.82
5. As a result of this modification, the total funded amount for this document was increased by \$268,946.80 from \$418,882.88 to \$687,829.68.
6. The total cost of this contract was increased by \$268,946.80 from \$418,882.88 to \$687,829.68.
7. All other terms and conditions remain unchanged and in full force and effect.

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond Dec 31, 2014 . The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond Dec 31, 2014, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

## SECTION SF 1449 - CONTINUATION SHEET

## SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$268,946.80 from \$418,882.88 to \$687,829.68.

## SUPPLIES OR SERVICES AND PRICES

## CLIN 1002

The CLIN type priced has been deleted.

The pricing detail quantity 1.00 has been deleted.

The unit price amount has decreased by \$139,320.36 from \$139,320.36 to \$0.00.

The total cost of this line item has decreased by \$-139,320.36 from \$139,320.36 to UNDEFINED.

## CLIN 1003

The CLIN type priced has been deleted.

The CLIN extended description has changed from Waste Removal / Dumpster services IAW PWS Section 2.0. Number and frequency of pick-ups during the period of performance will occur as stated in Table One of the PWS. Pick-ups will be accompanied during the basic hours of operation and from the buildings and locations identified in Table One. One job is equal to one year of service for the work supporting the CLIN. Refer to Option Clause 52.217-9 Option to Extend the Term of the Contract. The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary notice of its intent to extend at least 45 days before the contract expires. to Waste Removal / Dumpster services IAW PWS Section 2.0. Number and frequency of pick-ups during the period of performance will occur as stated in Table One of the PWS. Pick-ups will be accompanied during the basic hours of operation and from the buildings and locations identified in Table One. One job is equal to one year of service for the work supporting the CLIN. Refer to Option Clause 52.217-9 Option to Extend the Term of the Contract. The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the contractor a preliminary notice of its intent to extend at least 45 days before the contract expires..

The pricing detail quantity 1.00 has been deleted.

The unit price amount has decreased by \$236,464.80 from \$236,464.80 to \$0.00.

The total cost of this line item has decreased by \$-236,464.80 from \$236,464.80 to UNDEFINED.

SUBCLIN 1002AA is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AA		1	Job	\$113,206.98	\$113,206.98

EXERCISED  
OPTION1002AA Recycling Services  
FFP

Recycling pick up services IAW PWS Section 3.0. Pick-ups will be accomplished during basic hours of operation and from the buildings and locations identified in Table Two of the PWS. One job is equal to one year of service for the work supporting this CLIN.

Added FAR Clause 52.232-19 -- Availability of Funds for the Next Fiscal Year; sufficient FY14 funds will be used to fund the contract from June 1, 2014 to Dec 31, 2014. FY15 funds will be used (SAF portion) for the remainder of the option year 1 period from January 1, 2015 to May 31, 2015.

FOB: Destination

PURCHASE REQUEST NUMBER: 0010435179-0004

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NET AMT	\$113,206.98
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ACRN AB

CIN: GFEB001043517900004

\$113,206.98

SUBCLIN 1003AA is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003AA		1	Job	\$155,739.82	\$155,739.82

EXERCISED  
OPTION1003AA, Waste Removal / Dumpster Service  
FFP

Waste Removal / Dumpster services IAW PWS Section 2.0. Number and frequency of pick-ups during the period of performance will occur as stated in Table One of the PWS. Pick-ups will be accompanied during the basic hours of operation and from the buildings and locations identified in Table One. One job is equal to one year of service for the work supporting the CLIN.

Added FAR Clause 52.232-19 -- Availability of Funds for the Next Fiscal Year; sufficient FY14 funds will be used to fund the contract from June 1, 2014 to Dec 31, 2014. FY15 funds will be used (SAF portion) for the remainder of the option year 1 period from January 1, 2015 to May 31, 2015.

FOB: Destination

PURCHASE REQUEST NUMBER: 0010435179-0004

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NET AMT	\$155,739.82
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ACRN AB

CIN: GFEB001043517900005

\$155,739.82

## ACCOUNTING AND APPROPRIATION

## Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$268,946.80 from \$418,882.88 to \$687,829.68.

## SUBCLIN 1002AA:

Funding on SUBCLIN 1002AA is initiated as follows:

ACRN: AB

CIN: GFEB001043517900004

Acctng Data: 0212014201420200000113131254      S.0005703.12      6100.9000021001

Increase: \$113,206.98

Total: \$113,206.98

Cost Code: A2ACT

## SUBCLIN 1003AA:

Funding on SUBCLIN 1003AA is initiated as follows:

ACRN: AB

CIN: GFEB001043517900005

Acctng Data: 0212014201420200000113131254      S.0005703.12      6100.9000021001

Increase: \$155,739.82

Total: \$155,739.82

Cost Code: A2ACT

## DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 1002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUN-2014 TO 31-MAY-2015	N/A	IMCOM PHILLIP SCOTT PHILLIP SCOTT IMNW-MIG-PWO/ MS 117 PHILLIP.W.SCOTT4.CIV@MAIL.MIL WARREN MI 48423-5000 586-282-6758 FOB: Destination	W56JK7

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUN-2014 TO 31-MAY-2015	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to SUBCLIN 1002AA:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUN-2014 TO 31-MAY-2015	N/A	IMCOM PHILLIP SCOTT PHILLIP SCOTT IMNW-MIG-PWO/ MS 117 PHILLIP.W.SCOTT4.CIV@MAIL.MIL WARREN MI 48423-5000 586-282-6758 FOB: Destination	W56JK7

The following Delivery Schedule item for CLIN 1003 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUN-2014 TO 31-MAY-2015	N/A	IMCOM PHILLIP SCOTT PHILLIP SCOTT IMNW-MIG-PWO/ MS 117 PHILLIP.W.SCOTT4.CIV@MAIL.MIL WARREN MI 48423-5000 586-282-6758 FOB: Destination	W56JK7

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUN-2014 TO 31-MAY-2015	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to SUBCLIN 1003AA:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 01-JUN-2014 TO  
31-MAY-2015

N/A

IMCOM  
PHILLIP SCOTT  
PHILLIP SCOTT  
IMNW-MIG-PWO/ MS 117  
PHILLIP.W.SCOTT4.CIV@MAIL.MIL  
WARREN MI 48423-5000  
586-282-6758  
FOB: Destination

W56JK7

#### INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 1002AA:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 1003AA:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following have been modified:

#### ADDITIONAL PAYMENT INSTRUCTION

As part of his monthly invoice, the Contractor shall provide, as a minimum: the amount of recyclable material collected (in tons); copies of the weigh-in/weigh-out tickets from the authorized weight station; and the dollar value of the collected recyclables (to include price per ton) as a rebate/recoupment to the Government.

#### STATEMENT OF WORK

#### STATEMENT OF WORK

#### PERFORMANCE WORK STATEMENT

#### WASTE DISPOSAL SERVICES/RECYCLABLE PAPER PICK-UP

- 1.0 SCOPE OF WORK
- 1.1 INSTALLATION
- 1.2 MANAGEMENT
- 1.3 BASIC HOURS OF OPERATION (BHO)
- 1.4 ALTERNATE DAYS OF OPERATION
- 1.5 RESTRICTED AREAS AND ROUTES
- 1.6 COMPLIANCE WITH REGULATIONS
- 1.7 SEARCH
- 1.8 APPEARANCE OF PERSONNEL

- 1.9 EQUIPMENT AND MAINTENANCE
- 1.10 BADGES
- 1.11 IDENTIFICATION OF CONTRACTOR PERSONNEL
- 1.12 KEY PERSONNEL
- 1.13 STANDARDS OF CONDUCT
- 1.14 DISMISSALS
- 1.15 OFFICIAL INVESTIGATIONS
- 1.16 RELATIONSHIP BETWEEN GOVERNMENT, CONTRACTOR AND CONTRACTOR  
PERSONNEL
- 1.17 MEDICAL SERVICES
- 1.18 PERMITS, LICENSES AND RESPONSIBILITIES
- 1.19 RECORDS/FILES MAINTENANCE
- 1.20 QUALITY CONTROL
- 1.21 QUALITY ASSURANCE
- 1.22 RESPONSES TO OBSERVATION RECORD SHEETS AND CONTRACT DISCREPANCY REPORTS
- 1.23 CONTRACTOR MANPOWER REPORTING
- 2.0 WASTE DISPOSAL SERVICES
- 3.0 RECYCLABLE PAPER PICKUP SERVICES

- 1.0 Scope of Work:** The Contractor, as an independent Contractor and not as an agent of the Government, shall furnish all necessary labor, material, equipment, vehicles, supervision, management, and other items or services to provide waste disposal services, and an office waste paper/cardboard/glass/metals (aluminum cans) and plastics recyclable pickup operation in accordance with (IAW) the terms, conditions and provisions set forth herein.

For the purposes of this Solicitation, “office waste paper” is defined as paper, mixed, scrap, both white and colored, including computer paper, tabulating cards, bond paper, copy paper, forms and publications with a minimal amount of staples, carbon and foreign materials. Also, acceptable are manila folders, glue-bound books & manuals, paper board, cardboard, glass bottles, aluminum cans, and recyclable plastics.

- 1.1 Installation:** The United States Army Garrison-Detroit Arsenal (USAG-DTA) provides support to that portion of the U.S. Army LCMC that is located in Warren, MI. It is located on 169.64 acre site and consists of approximately 32 buildings. A breakout of the physical layout and areas incorporated under TACOM-Warren can be found in the map provided separately. Also, an off-site lease facility is included in this contract at 5500 Enterprise Court, Warren, Michigan. The building is approximately 53,000 square feet. Only recyclable paper pickup services are required under this contract for the leased facility.
- 1.2 Management:** The Contractor shall provide for the overall management of the performance of this contract to include staffing, standard operational procedures (SOPs), quality control and any schedules that are applicable. Responsibility shall include managers, supervisors, and laborers.

**1.3 Basic Hours of Operation (BHO):** The Basic Hours of Operation are 0530 hours to 1730 hours (i.e. 5:30 AM to 5:30 PM), excluding Federal Holidays (listed below) and announced base closings. The Contractor has the obligation to perform all work required by this contract, which might require hours beyond the BHO.

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

- 1.4 Alternate Days of Operation:** The Contractor shall be required to perform on alternate days, other than those in paragraph 1.3 above, to make-up for Federal Holidays, missed operations, snow days, etc. These shall be coordinated with the Contracting Officer's Representative (COR).
- 1.5 Restricted Areas and Routes:** The Contractor's employees shall not enter into any restricted Government area without an escort.
- 1.6 Compliance with Regulations:** The Contractor's employees are subject to and shall comply with all rules, regulations and policies as concerning safety, security, smoking, alcohol, other illegal substances, cameras, and preservation of order activities etc., while upon the installation.
- 1.7 Search:** All Contractor vehicles, equipment, and packages are subject to search or examination at entry and exit of the Installation. Security Personnel or Police will conduct searches deemed necessary to enforce security requirements.
- 1.8 Appearance of Personnel:** The Contractor shall ensure that all personnel are well groomed commensurate with their positions while on duty. Shorts and undershirts will not be permitted as outside attire. Footwear will be of a design which will not impair safe operation of equipment and performance of duties.
- 1.9 Equipment and Maintenance:** The Contractor shall maintain all Contractor provided containers ensuring they are free of unpleasant odors, dirt, debris, and pests. All containers must remain in good, working condition. The Contractor shall perform all cleaning, painting, repair and other maintenance tasks off-site. Trucks and trailers used for collection shall be cleaned as required to ensure they are free of odor, dirt, debris, and pests and are professional in appearance.
- 1.10 Badges:** The Government will issue a Government Identification Badge to those Contractor employees working on the installation. The Contractor shall submit an "Application for Security Identification Badge" (STA Form 15-E) to the COR for each employee, and any "new" employee 7 days prior to their start date. Badges must be worn by all employees at all times while upon this Installation. The Contractor is responsible for ensuring that badges are returned to the appropriate authority upon termination of employees or at the completion of the Contract. The Contractor is further responsible to recover badges from employees that have departed his/her employment and retained their security identification badge.

No security clearance indicating secret or top secret access is necessary in the performance of this contract.

**1.11 Identification of Contractor Personnel:** The Contractor shall be responsible for furnishing to each employee and/or requiring each employee engaged in the work to display such identification at all times during performance at the work sites identified in 1.1. The Contractor identification is subject to the approval of and the Contracting Officer (KO) or Contracting COR. Contractor shall make any changes to the identification directed by the KO or COR and obtain approval prior to use. When required by the KO, the Contractor shall obtain and submit fingerprints of all persons employed or to be employed on the project. **In addition to the**

**contractor provided identification**, all personnel presenting themselves at the site must be able to identify themselves by means of a driver's license or other positive photographic identification.

**1.12 Key Personnel:** Prior to the start of this contract, the Contractor shall furnish to the KO and the COR a list of the Contractor's key personnel proposed for the performance of the contract requirements by email. The list shall include names, and home phone numbers of those supervisory and key management personnel who shall serve as a focal point between the Contractor and the Government to resolve problems and emergency situations. The Contractor shall keep the list updated/current at all times. All Contractor employees performing on this contract shall be U.S. citizens.

**1.14 Dismissals:** The KO reserves the right to deny access to any contractor employee from the work site that he or she deems to be a security risk, subject however, to appeal under the provisions of the "Disputes" Clause for the reinstatement of such employee or employees. Any such notice from the KO requiring dismissal of an employee hereunder shall be in writing and shall state the reasons therefore.

**1.15 Official Investigations:** Contractor shall fully cooperate with the Government in investigations of criminal wrongdoing. This shall include permitting interviews of employees during BHO.

**1.15.1 Anti-Terrorism (AT) Level 1 Training:** All contractor employees, including subcontractor employees, requiring access to army installations, facilities, or controlled access areas shall complete AT Level 1 awareness training within 60 calendar days for all new employees. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee to the COR and KO via email within 90 calendar days after completion of training by all employees and subcontractor personnel.

AT Level 1 awareness training is available at <https://atlevel1.dtic.mil/at>

Local Clause 52.209.4020

**1.15.2 Access and General Protection Security Policy and Procedures.** Contractor and all associated subcontractor employees shall comply with applicable installation, facility and area commander installation / facility access and local security policies. The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Service or Security Office. Contractor workforce must comply with all personal identity verification requirements as directed by Department of Defense (DOD), Headquarters, Department of the Army (HQDA) and / or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

Local Clause 52.204-4020

**1.15.3 iWATCH Training** The contractor and all associated sub-contractors shall brief all employees on the local iWATCH program. This local developed training will inform employees of behavior types. The contractor shall report suspicious activity to the COR. Training shall be completed within 60 calendar days for all new employees Performance results shall be reported to the COR 90 Calendar days after new hires

.Local Clause 52.209-4022

**1.15.4 OPSEC Training** All employees must complete annual OPSEC training within 30 calendar days of their reporting for duty. Email completed certificate to COR.

Local Clause 52.209-4023

**1.16 Relationship Between Government, Contractor and Contractor Personnel:** The Government and the Contractor understand and agree that the services to be delivered under this contract by the Contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee or master-servant relationship exist or will exist under the contract between the Government and the Contractor and/or between the Government and the Contractor's personnel. The Contractor's personnel shall be

responsible, not to the Government, but solely to the Contractor, who in turn, shall be accountable to the Government, but only by virtue of its contractual relationship and as an independent contractor.

The Government will not exercise any supervision or control over Contractor personnel performing services under this contract. Contractor personnel shall not be placed under the supervision, direction, or evaluation of a Federal Officer, military or civilian, in connection with performance under this contract. Likewise, Contractor personnel shall not be placed in a position of command, supervision, administration or control over DA military or civilian personnel, or personnel of other prime Contractors, or become an integrated part of the Government organization in connection with performance under this contract, nor shall Contractor personnel be used in administration or supervision of military procurement activities.

The Contractor shall be responsible for selecting personnel who are qualified to perform the required services, for supervising techniques used in their work and for keeping them informed of all improvements, changes and methods of operations.

Rules, regulations, directives and requirements which are issued during the contract term by DA Military Command Activities, under their responsibility for law and order, administration, and security on the installation shall be applicable to all Contractor personnel or representatives who enter the installation. This requirement shall not be construed or interpreted to establish any degree of Government control which is inconsistent with the intent of a non-personal services contract. Contractor personnel or representatives shall be subject to such checks as may be deemed necessary to assure that their presence on the installation does not violate these requirements. No employee will be permitted on the installation when such a check reveals that his presence would be detrimental to the security of the installation. When directed by the KO, the Contractor shall remove any employee from an assignment to perform services under this contract for reasons of misconduct or breach of security in connection with his or her employment. In other instances, the Contractor shall take appropriate personnel action as required in the event of employee misconduct in connection with his or her employment.

The services to be performed under this contract shall not require the Contractor or his employees to exercise personal judgment and discretion on behalf of the government, but rather, the Contractor's employees shall act and exercise personal judgment and discretion on behalf of the Contractor.

Contractor and Contractor personnel shall not be considered employees of the Federal Government and shall not be eligible, by virtue of performance under this contract, for payment by the Government of entitlement and benefits accorded federal employees.

The entire consideration to the Contractor for performance of this contract is contained in the provision for payment set forth in this contract.

- 1.17 Medical Services:** Medical services for the Contractor's employees are the responsibility of the Contractor. However, the Government will provide, to the extent available, medical services on an emergency basis for Contractor employees who are performing under this contract IAW AR 40-3.
- 1.18 Permits, Licenses and Responsibilities:** The Contractor shall, without additional effort by the Government, be responsible for obtaining any necessary licenses and permits, giving all notices, and complying with any applicable Federal, State and municipal laws, codes and regulations in connection with the business carried on under this contract.
- 1.19 Records/Files Maintenance:** All records, reports, files, etc., except those containing proprietary information on the Contractor's operation, generated under the scope of this contract shall become Government property. During a contract phase-out period, the Contractor shall make all records, deemed to be Government property, available to the COR. The COR shall provide disposition instructions which shall be followed by the Contractor.
- 1.20 Quality Control:** The Contractor shall conduct inspections to assure that the service operations performed by them, or by a subcontractor, are accomplished economically and IAW the standards set forth in this contract.

The Contractor will provide the name & title of the individual who will do the inspection(s) to the COR prior to the start of the contract.

**1.21 Quality Assurance:** The Government will monitor Contractor performance using a Contracting Officer Representative. A draft copy of the Quality Assurance Surveillance Plan will be provided to the contractor upon award of the contract. The concepts of ANSI/ASQC Z1.4-1993, AMERICAN NATIONAL STANDARD FOR SAMPLING PROCEDURE AND TABLES FOR INSPECTION BY ATTRIBUTES, will be used, as appropriate, by the Government. The Government will also use any/all of the following other inspection methods: random sampling; periodic sampling; trend analysis; customer feedback; and third party audits.

**1.22 Responses to Observation Record Sheets and Contract Discrepancy Reports:** Upon notification of any discrepancy, the Contractor shall provide a written response to the COR within seven (7) working days of receipt of an ORS. This response may be a completed final action, an interim reply or a request for an extension. Proposed date for completion or completed date must be included in any response.

**1.23 Contractor Manpower Reporting (CMR):** The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor labor hours (including subcontractor labor hours) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://cmra.army.mil/>. The required information includes:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Direct labor hours (including sub-contractors);
- (6) Direct labor dollars paid this reporting period (including sub- contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- (9) Data collection cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language; and
- (13) Number of contractor, and sub-contractor employees deployed in theater this reporting period (by country).

As part of its submission, the contractor will also provide the total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year.

Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

## **2.0 WASTE DISPOSAL SERVICES:**

**2.1 Scope:** The work covered by this performance work statement consists of furnishing all labor, equipment, and vehicles necessary to perform all operations. Frequency of work shall be as indicated in Paragraph 2.5.4.

**2.2 Equipment Furnished by the Contractor:** The Contractor shall furnish all equipment and material necessary to perform the work. No Government Furnished Property (GFP) will be supplied during the performance of this contract. Any of the Contractor's equipment, material, and vehicles used in the performance of operations under this contract shall be identified by stenciling or painting the Contractor's name thereon.

**2.3 Performance Evaluation Meetings:** The Contractor's key personnel shall meet with the Contracting Officer KO and/or the COR within 24 hours upon request.

**2.5 Specific Tasks:** The Contractor shall perform the following tasks:

**2.5.1 Waste Disposal pick-ups:** They shall be accomplished by the Contractor IAW Paragraph 2.5.4, and from the locations identified on the map provided separately. The Contractor is required to provide all labor, equipment, and vehicles for removing & loading this material.

**2.5.2 Inspection of Containers:** All containers shall be checked prior to the start of the contract and periodically by joint inspection between the Contractor and a representative of the KO. Damage to the containers during the contract performance period, in excess of normal wear and tear, shall be repaired [or the container(s) replaced] at the Contractor's expense.

**2.5.3 Removal of Containers:** Containers will remain property of the Contractor and shall be removed from the installation within five workdays after expiration of the contract.

### **2.5.4 Disposal Services:**

#### **2.5.4.1 30 Cubic Yard. Containers**

**2.5.4.1.1** The Contractor shall provide two 30 cubic yard containers. One 30 cubic yard container to be located at the east side of Bldg. 249 (Warehouse) and one 30 cubic yard container west of Bldg 203 picked up and replaced by the Contractor once-per-week.

**2.5.4.1.1.** The work shall be completed every Tuesday, except Government Holidays.

**2.5.4.2.1** The Contractor shall provide two 30 cubic yard containers (to be used exclusively for PAPER recycling) to be located behind (just Northeast of Bldg. 205 and picked up and replaced by the Contractor twice-per-month IAW Table One below.

**2.5.4.2.2** The work shall be completed every other Saturday, except Government Holidays. Scheduled pick-ups shall begin the week of 2 June, 2013 and follow the schedule set forth 16 June, 30 June, 14 July, 28 July, 14 July.

**2.5.4.3.1** The Contractor shall provide one 30 cubic yard container to be located at the southeast side of Bldg. 205 lot B (to be used exclusively for CARDBOARD recycling).

**2.5.4.3.2** The work shall be completed on the first and third Wednesday, of each month except Government Holidays.

**2.5.4.4.1** The Contractor shall provide one 30 cubic yard container located at the southwest side of Bldg 219, and replaced by the Contractor twice-per-month.

**2.5.4.4.2** The work shall be completed on the first and third Wednesday of each month, except Government Holidays.

**2.5.4.5.1** The Contractor shall provide four 30 cubic yard containers, i.e., one to be located at the Southeast end of Lot B (directly southeast of B205) & one at the southwest end of Bldg 200D and two to be located northwest of building 270.

**2.5.4.5.2** The work shall be completed every Thursday & Saturday, except for Government Holidays.

**2.5.4.5.3** The work at Bldg 200D shall be completed weekly, every Thursday, except for Government Holidays.

#### **2.5.4.6 5 Cubic Yard Container**

**2.5.4.6.1.1** The Contractor shall provide one 5 cubic yard covered container. One 5 cubic yard covered container to be located at the west side of Bldg. 273/273a (driveway enclosure) picked up and replaced by the Contractor twice-per-week.

**2.5.4.6.1.2** The work shall be completed every Tuesday and Thursday, except Government Holidays.

#### **2.5.4.7 42 Cubic Yard. Compactor**

**2.5.4.7.1** The Contractor shall provide one 42 cubic yard compactor to be located in Bldg. 229, North loading dock, and picked up and replaced by the Contractor once-per-week.. The 42 cu. yd. compactor shall be used for cafeteria waste, paper waste, miscellaneous rubbish, etc

**2.5.4.7.2** The work shall be completed every Tuesday, except Government Holidays.

**2.5.4.1.7** Procedure for Pickup Tickets: The Contractor shall (upon servicing a 30 or 42 cu. yd. container under this section) report to the Department of Public Works, DPW, Operations & Maintenance Division (Bldg. 205) at USAG-DTA to have the applicable ticket(s) signed and leave one copy of same for the COR. **WARNING:** If this procedure is not followed as stated herein, payment for this part of the contract shall not be made without "proper pick-up ticket" accountability by the Contractor and acceptance by the COR/KO. The Contractor shall submit applicable tickets to the COR to be signed seven (7) days prior to monthly billing. If the Primary COR is not available, the Alternate COR is authorized to sign the tickets.

**2.5.4.1.9** Government personnel will be responsible for moving the scrap material to the proper location and loading the container/compactor at that location. All waste material shall then be hauled off the premises and disposed of by the Contractor.

**2.5.4.1.10** Any waste material that is hauled off this installation (USAG-DTA) shall be disposed of at an approved dump site IAW all laws, codes, and ordinances of the municipality and/or jurisdiction where it is dumped.

**2.5.4.1.11** All expenses incurred while performing the scope of work of this solicitation under its resulting contract, if any, shall be the sole responsibility of the Contractor.

**2.5.5 Notification:** The Contractor shall notify the COR by phone or in person, upon arrival at the installation on the day of pickup. The COR is located in Building 205, and can be reached by telephone on (586)282-8862, or by e-mail at: [Ronald.j.dombrowski4.cic@mail.mil](mailto:Ronald.j.dombrowski4.cic@mail.mil)

### **3.0 RECYCLABLE PAPER PICK-UP SERVICES:**

**3.1 Scope:** The work covered by this performance work statement consists of furnishing all labor, equipment, and vehicles necessary to perform all operations. Frequency of work shall be as indicated in this PWS (see Paragraph 3.5).

**3.2 Equipment Furnished by the Contractor:** The Contractor shall furnish all equipment and material necessary to perform the work. The Contractor shall provide approximately 126 weather-resistant containers to be placed inside the buildings at the locations identified in Table Two. The containers can be no larger than 3' W x 4' H x 5' L, and must be on casters/ wheels for easy movement. The containers must be stenciled: RECYCLABLE MATERIAL ONLY. Any of the Contractor's equipment, material, and vehicles used in the performance of operations under this contract shall be identified by stenciling or painting the Contractor's name thereon. The Contractor shall provide one 30 cubic yard container for recyclable material (except cardboard). Location to be determined by COR.

**3.3 Performance Evaluation Meetings:** The Contractor's key personnel shall meet with the Contracting Officer (KO) and/or the Contracting Officer's Representative (COR) within 24 hours upon request.

**3.4 Payment:** The Contractor shall be paid for these services on a monthly basis. Invoices shall list the work performed for the month that applies to the payment being requested (see also paragraph 3.5.5).

**3.5 Specific Tasks:** The Contractor shall perform the following tasks:

**3.5.1 Recyclable Pick-up Services:** Recyclable Paper Bin pick-ups shall be accomplished by the Contractor IAW the schedule and frequencies for buildings & locations identified immediately below and Table Two of this PWS.

Pick-ups are every other week for a total of 26 pick-ups for each location. Scheduled pick-ups shall begin the week of 2 June, 2013 and follow the schedule set forth week of 16 June, 30 June, 14 July, 28 July, 14 Aug and continued throughout the period of performance for the total of 26 pick-ups.

Tuesdays Building, 5500

Thursdays Buildings, 201, 205, 210, 212, 215, 219, 227, 232, 233, 234, 252,

**3.5.1.1 Weekly Recyclable Pick-up Services:** Recyclable Paper Bin pick-ups shall be accomplished by the Contractor IAW the schedule and frequencies for buildings & locations identified immediately below and Table Two of this PWS.

Pick-ups are every week for a total of 25 pick-ups for each location. Scheduled pick-ups shall begin the week of 9 December, 2013 and follow the schedule set forth weekly for month of December 2013, January 2014, February 2014, March 2014, April 2014, and May 2014.

Tuesdays Building, 229, 270

Wednesdays Buildings, 200A, 200B, 200C, 200D, 230, 231

Thursdays Buildings, 203, \*249, 255, 273

**\* Weekly Pick-Up Months: February 2014, March 2014, April 2014, and May 2014**

**3.5.2 Weigh-ins and Weigh-outs:** Weigh-ins and weigh-outs shall be obtained at the nearest weight station to TACOM which is Great Lakes Paper, 30605 Groesbeck, Roseville, MI, (586) 773-2930. Any costs associated with these actions shall be the responsibility of the Contractor.

**3.5.3 Replacement of Containers:** Containers provided by the Contractor must be kept clean and in good repair. Replacement containers shall be provided by the next day of performance for any/all containers deemed unsatisfactory by the COR.

**3.5.4 Removal of Containers:** Containers will remain property of the Contractor and shall be removed from the installation within five workdays after expiration of the contract.

**3.5.5 Rebate:** The rebate/recoupment rate to the Government shall be \$13.00 per ton of paper for the “Base Contract Year”. Follow on option year’s rates shall be \$XX per As part of his monthly invoice, the Contractor shall provide, as a minimum: the amount of recyclable material collected (in tons); copies of the weigh-in/weigh-out tickets from the authorized weight station; and the dollar value of the collected recyclables (to include price per ton) as a rebate/recoupment to the Government. The invoices should be sent to the COR (see paragraph 3.5.2 above).

**TABLE ONE:****WASTE DISPOSAL SERVICES FREQUENCY TABLE**

QUANTITY	SIZE (Yards)	TYPE	FREQUENCY		LOCATION		CONTRACT PARAGRAPH
			Frequency	Day of week	BLDG	AREA	
1	30	Trash	Weekly	Tuesday	249	Northeast	2.5.4.1.1
1	30	Trash	Weekly	Tuesday	203	Northeast	2.5.4.1.1
1	30	Paper	Bi-Monthly	Saturday	205	Lot B	2.5.4.2.1
1	30	Paper	Bi- Monthly	Saturday	205	Lot B	2.5.4.2.1
1	30	Cardboard	Bi-Monthly	Wednesday	205	Lot B	2.5.4.3.1
1	30	Trash	Bi-Monthly	Wednesday	219	Southeast	2.5.4.4.1
1	30	Trash	Bi-Weekly	Thur & Sat	205	Lot B	2.5.4.5.1
1	30	Trash	Weekly	Thursday	200D	Southwest	2.5.4.5.1
1	30	Trash	Bi-Weekly	Thur & Sat	270	Northwest	2.5.4.5.1
1	30	Trash	Bi-Weekly	Thur & Sat	270	Northwest	2.5.4.5.1
1	5	Trash	Bi-Weekly	Tues & Thur	273/273a	West	2.5.4.6.1
1	42	Compactor	Weekly	Tuesday	229	Loading dock	2.5.4.7.1
12							

TABLE TWO:

**RECYCLABLE PAPER PICK-UP SERVICES FREQUENCY TABLE**

BLDG	BINS	FREQ	BLDG	BINS	FREQ	BLDG	BINS	FREQ
<p>1. Frequencies schedule indicates day of the week every other week. 26 pick-up per year. Begin 2 June 2013 (Reference 3.5.1 <u>Recyclable Pick-up Services</u>)</p> <p>2. <b>BOLD &amp; UNDERLINE FONT INDICATES:</b> Frequencies schedule indicates day of the week and Weekly Pick-Up. Begin 9 December 2013 (Reference 3.5.1.1 <u>Weekly Recyclable Pick-up Services</u>)</p> <p>3. <b>ITALIC &amp; UNDERLINE FONT INDICATES:</b> Frequencies schedule indicates day of the week and Weekly Pick-Up. Begin 3 February 2014 (Reference 3.5.1.1 <u>Weekly Recyclable Pick-up Services</u>)</p>								
<b><u>229B</u></b>	<b><u>8</u></b>	Tuesday	<b><u>200A</u></b>	6	Wednesday			
<b><u>229-1</u></b>	3	Tuesday	<b><u>200A 2</u></b>	6	Wednesday	201	1	Thursday
<b><u>229-2</u></b>	3	Tuesday	<b><u>200B</u></b>	4	Wednesday	<b><u>203</u></b>	3	Thursday
<b><u>229-3</u></b>	3	Tuesday	<b><u>200C</u></b>	4	Wednesday	205	1	Thursday
<b><u>229-4</u></b>	3	Tuesday	<b><u>200D</u></b>	5	Wednesday	210	4	Thursday
<b><u>270-1</u></b>	1	Tuesday	<b><u>230-W-1</u></b>	<b><u>6</u></b>	Wednesday	212	2	Thursday
<b><u>270-2</u></b>	2	Tuesday	<b><u>230-W-2</u></b>	<b><u>8</u></b>	Wednesday	212B	1	Thursday
<b><u>270-3</u></b>	2	Tuesday	<b><u>230-C-1</u></b>	2	Wednesday	215	2	Thursday
<b><u>270-4</u></b>	2	Tuesday	<b><u>230-C-2</u></b>	1	Wednesday	219	2	Thursday
<b><u>270-5</u></b>	2	Tuesday	<b><u>230-E-1</u></b>	4	Wednesday	227	1	Thursday
<b><u>270-6</u></b>	2	Tuesday	<b><u>230-E-2</u></b>	4	Wednesday	232	1	Thursday
<b><u>270-7</u></b>	2	Tuesday	<b><u>231-B</u></b>	10	Wednesday	233	1	Thursday
<b><u>270-8</u></b>	2	Tuesday	<b><u>231-1</u></b>	3	Wednesday	234	1	Thursday
			<b><u>231-2</u></b>	3	Wednesday	252	2	Thursday
5500	4	Tuesday	<b><u>231-3</u></b>	3	Wednesday	<b><u>249</u></b>	<b><u>2</u></b>	<i>Thursday</i>
			<b><u>231-4</u></b>	3	Wednesday	<b><u>255</u></b>	1	Thursday
						<b><u>273</u></b>	1	Thursday

	39			72			25		136
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## 52.204-4016 TACOM-WARREN ELECTRONIC CONTRACTING

(DEC 2012)

(a) All TACOM solicitations and awards are distributed on the TACOM-Warren Procurement Network (ProcNet) Business Opportunities website (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The Technical Data Packages (TDPs) and other documents, when available electronically, will be attachments or links to the solicitation package on ProcNet.

(b) You may need to use special software to view documents that we post on ProcNet. This viewing software is freeware, available for download at no cost from commercial websites like Microsoft and Adobe. In cases where such software is required, we provide a link from ProcNet to the commercial site where the software is available. Once you arrive at the software developer's site, follow its instructions to download the free viewer. You can then return to the ProcNet.

(c) Unless otherwise authorized in this solicitation, you are required to submit your offer, bid, or quote electronically, via the Army Single Face to Industry (ASFI) Online Bid Response System (BRS). For detailed information about submitting your offer electronically, please see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>.

(d) Requirements for the online ASFI bid submission:

(1) You must be registered in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov) (a Federal Government owned and operated free web site) and have a CAGE Code and CCR Marketing Partner Identification Number (MPIN).

(2) If you found the solicitation on ProcNet, use the following link to the Start Bid Page on the ASFI BRS website for this solicitation:

[https://acquisition.army.mil/asfi/solicitation\\_view.cfm?psolicitationnbr= W56HZV-13-R-A115](https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=W56HZV-13-R-A115)

(3) If you found the solicitation by searching on ASFI, you can start the online bidding process by using the Start Bid button on the ASFI Solicitation View page. You may also access the ASFI BRS by going to <https://acquisition.army.mil/asfi/> and clicking on the Contracting Opportunities Search to find the solicitation.

(4) Once in the ASFI BRS, you will be asked to enter basic information and will then be directed to upload one or more files containing your offer and information required by the solicitation.

(5) You will receive a confirmation of your bid upon completion of the bid submission process.

(6) You can find detailed BRS user instructions on the ASFI website at [https://acquisition.army.mil/asfi/BRS\\_guide.doc](https://acquisition.army.mil/asfi/BRS_guide.doc).

(e) Note to offerors:

Your attention is called to the solicitation closing date and time as stated on the cover page of this solicitation, local time for the TACOM Contracting Center, Warren, Michigan. In accordance with FAR 15.208(a), offerors are responsible for submitting proposals, and any revisions, and modifications, so as to be received by the Government office designated in the solicitation by the time specified.

It is the offeror's responsibility to assure their proposal is received by the date and time specified above. In accordance with FAR 15.208, if your proposal was not received at the initial point of entry to the Government

infrastructure (in this case, received through ASFI) by the exact date and time specified above, it will be determined late. Proposal, as the term is used here, means ALL volumes and/or parts of the proposal.

Unless otherwise authorized in the solicitation, you are required to submit your offer, bid, or quote electronically, via the Army Single Face to Industry (ASFI) On-Line Bid Response System (BRS). Note: There is no "expected" or "target" length of time for proposal submission; size and content may be factors, therefore offerors are strongly cautioned to submit their proposals allowing adequate time for submission.

Solicitations may remain posted on the AFSI Open Solicitation Web page after the solicitation closes. Even though the system will allow you to submit a proposal after the closing date/time, your proposal will be considered late and may not be considered for award. If you are responding to a Request for Proposal, your offer will not be considered if it is submitted after the closing date and time unless one of the exceptions is met at FAR 15.208(b). If you are responding to a Request for Quotation, your quote may be considered if it is received after the closing date, and it will not unduly delay award.

(f) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on ProcNet represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend to submit an offer, notify the contracting officer in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(g) If you have questions or need help using ProcNet, call our Electronic Contracting Help Desk at (586) 282-7059, or send an email to DAMI\_AcquisitionCenterWebPage@conus.army.mil. If you have questions about the content of any specific item posted on the ProcNet, please call the contract specialist or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center website at <http://www.dla.mil/db/procurem.htm> to find a location near you.

End of Clause

52.204-4850 (TACOM)

ACCEPTANCE APPENDIX

(MARCH 2000)

a. Contract Number W56HZV-13-C-L520 is awarded to SNI Unlimited. The Government accepts your proposal dated 30 May 14 in response to Solicitation Number W56HZV-13-R-A115, signed by Paul Davis of your company.

b. The contractor, in its proposal, provided data for various solicitation clauses and that data has been added to this contract.

c. Any attachments not included with this document will be provided by Army Contracting Command – Warren. Any office requiring a copy of the contract and/or attachments, can request it by sending an e-mail message to the buyer listed on the front page of this contract.

d. The following Amendment(s) to the solicitation are incorporated into this contract:

N/A

(End of Clause)

52.509-402 - AT LEVEL I TRAINING (JUN 2012)

All contractor employees, including subcontractor employees, requiring access to Army installations, facilities, or controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies. The contractor shall submit certificates of completion for each affected contractor employee and Subcontractor employee to the COR (or to the contracting officer, if a COR is not assigned) within 30 calendar days after completion of training by all employees and subcontractor personnel. AT Level I awareness training is available at <https://atlevel1.dtic.mil/at>.

#### 52.209-4022 iWATCH TRAINING (JUN 2012)

The contractor and all associated subcontractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity Anti-Terrorism Officer (ATO)). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees' commencing performance, with the results reported to the COR no later than 30 calendar days after contract award.

(End of Clause)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2013)

(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) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

X Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(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) (Pub. L. 108-77, 108-78).

(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.)

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter I (41 U.S.C. 251 note)).

\_\_\_ (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 (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

X (6) 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

X (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

\_\_\_ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

\_\_\_ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

\_\_\_ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (11) [Reserved]

\_\_\_ (12)(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).

\_\_\_ (13)(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.

X (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (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 (Jul 2010) of 52.219-9.
- \_\_\_ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- \_\_\_ (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- \_\_\_ (18) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_ (ii) Alternate I (June 2003) of 52.219-23.
- \_\_\_ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- X (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).
- \_\_\_ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).
- \_\_\_ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).
- \_\_\_ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_\_\_ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (MAR 2012) (E.O. 3126).
- X (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- X (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- X (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- X (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- X (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 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.)

X (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_\_ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

\_\_\_\_ (ii) Alternate I (Dec 2007) of 52.223-16.

X (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

\_\_\_\_ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

\_\_\_\_ (40)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2012) (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 (MAR 2012) of 52.225-3.

(iii) Alternate II (MAR 2012) of 52.225-3.

(iv) Alternate III (NOV 2012) of 52.225-3.

(41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (42) 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).

\_\_\_\_ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

\_\_\_\_ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_\_ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_\_ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

\_\_\_\_ (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

\_\_\_\_ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

\_\_\_\_ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_\_ (51)(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.)

X (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, et seq.).

\_\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

\_\_\_\_ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

\_\_\_\_ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

\_\_\_\_ (9) 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 (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 1998) (29 U.S.C. 793).

(vii) 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.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of clause)

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

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the

Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract expiration.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

#### 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION  
Employee Class Monetary Wage-Fringe Benefits

11210 Grounds Maintenance \$14.78

HEALTH & WELFARE: \$3.81 per hour or \$152.40 per week or \$660.40 per month

(End of clause)

#### 52.232-4007

#### WIDE AREA WORK FLOW (WAWF), CODES, AND DESIGNATED ACCEPTORS (AUG 2012)

The contractor shall use WAWF to electronically process invoices for payment and receiving reports. The contractor shall register to use WAWF and take the Web-based training at <https://wawf.eb.mil>. Direct any questions relating to the system and vendor training to the Ogden Help Desk at 866-618-5988.

To properly route an invoice and receiving report through WAWF, the contractor shall indicate the following when prompted:

1. Select the appropriate type of invoice as indicated below. **It is imperative that contractors select the proper type of invoice.** Improper selection of an invoice type will result in the delay of a payment or the rejection of an invoice submittal.

#### **Invoice and Receiving Report Combo (Supplies)**

Use for contracts that are entirely for supply requirements or for contracts that are predominantly for supply requirements but also includes minimal service line items.

X   **Invoice 2-in-1 (Services)**

Use for contracts that are entirely for service requirements.

2. Use the following DoDAAC (Department of Defense Activity Address Code) codes when prompted:
  - Your firm's CAGE Code: 6V0H1
  - Issue and Admin DoDAAC Code: W56HZV
  - Ship-To DoDAAC Code: W56JK7
  - Accept-By DoDAAC Code: W56JK7
  - Payment DoDAAC Code: HQ0490
3. Include the **Purchase Request Number** as specified in each Contract Line Item Number (CLIN). This number can be found at the bottom of the extended description of each CLIN. **NOTE:** The purchase request number may be different for each CLIN.
4. Indicate the proper **Unit of Measure** as specified in each CLIN. Failure to indicate the proper Unit of Measure will lead to vendor pay issues.
5. Indicate the following **Acceptor, Alternate Acceptor, and Contract Specialist** when the WAWF system prompts for "additional e-mail submission" after clicking "Signature".
  - Primary Acceptor Name: Phil Scott
  - Primary Acceptor e-mail: [phillip.w.scott4.civ@mail.mil](mailto:phillip.w.scott4.civ@mail.mil)
  - Alternate Acceptor Name: Kurt Klasmeier
  - Alternate Acceptor e-mail: [kurt.c.klasmeier.civ@mail.mil](mailto:kurt.c.klasmeier.civ@mail.mil)
  - Contract Specialist Name: SFC McDonald, John E
  - Contract Specialist e-mail: [john.e.mcdonald30.mil@mail.mil](mailto:john.e.mcdonald30.mil@mail.mil)

To track the status of an invoice, in WAWF click on the link, "Pay Status" (myInvoice-External link) found under the tab named "Lookup" or by going to <https://myinvoice.csd.disa.mil/index.html>. If the payment office indicated in the contract is Columbus, direct any payment related questions to the Defense Finance Accounting Services (DFAS) Columbus at 800-756-4571. If the payment office is other than Columbus, contact the contract administrator for the customer service phone/fax numbers.

[End of clause]

52.242-4016

COMMUNICATIONS

(MAY 2000)

Communications on technical matters pertaining to the contract shall be direct between the contractor and the Contracting Officer Representative (COR). Communications for the COR shall be addressed to:

Name: Scott, Phillip W

E-mail: [phillip.w.scott4.civ@mail.mil](mailto:phillip.w.scott4.civ@mail.mil)

The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO: Yeager, Jeffrey B

E-mail: [jeffrey.b.yeager2.civ@mail.mil](mailto:jeffrey.b.yeager2.civ@mail.mil)

Please see the appointment letters prepared at time of contract award for functions the COR and ACO will perform on this contract.

[End of Clause]

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2013)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

X 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) X 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011) (Section 847 of Pub. L. 110-181).

(2) X 252.203-7003, Agency Office of the Inspector General (DEC 2012)(section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).

(3) X 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(4) \_\_\_ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (AUG 2012) (15 U.S.C. 637).

(5) \_\_\_ 252.219-7004, Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).

(6)(i) X 252.225-7001, Buy American and Balance of Payments Program (DEC 2012) (41 U.S.C. chapter 83, E.O. 10582).

(ii) \_\_\_ Alternate I (OCT 2011) of 252.225-7001.

(7) \_\_\_ 252.225-7008, Restriction on Acquisition of Specialty Metals (MAR 2013) (10 U.S.C. 2533b).

- (8) \_\_\_ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (MAR 2013) (10 U.S.C. 2533b).
- (9) X 252.225-7012, Preference for Certain Domestic Commodities (FEB 2013) (10 U.S.C. 2533a).
- (10) \_\_\_ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (11) \_\_\_ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).
- (12) \_\_\_ 252.225-7017, Photovoltaic Devices (DEC 2012) (Section 846 of Pub. L. 111-383).
- (13)(i) \_\_\_ 252.225-7021, Trade Agreements (DEC 2012) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (ii) \_\_\_ Alternate I (OCT 2011) of 252.225-7021.
- (iii) \_\_\_ Alternate II (OCT 2011) of 252.225-7021.
- (14) \_\_\_ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (15) \_\_\_ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (16)(i) \_\_\_ 252.225-7036, Buy American Act—Free Trade Agreements—Balance of Payments Program (DEC 2012) (41 U.S.C. chapter 83 and 19 U.S.C. 3301 note).
- (ii) \_\_\_ Alternate I (JUN 2012) of 252.225-7036.
- (iii) \_\_\_ Alternate II (NOV 2012) of 252.225-7036.
- (iv) \_\_\_ Alternate III (JUN 2012) of 252.225-7036.
- (v) \_\_\_ Alternate IV (NOV 2012) of 252.225-7036.
- (vi) \_\_\_ Alternate V (NOV 2012) of 252.225-7036.
- (17) \_\_\_ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (18) \_\_\_ 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- (19) X 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- (20) \_\_\_ 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).
- (21) \_\_\_ 252.227-7015, Technical Data—Commercial Items (DEC 2011) (10 U.S.C. 2320).
- (22) \_\_\_ 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227.7102-4(c))(10 U.S.C. 2321).

- (23) \_\_\_\_ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (24) X 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84)
- (25) \_\_\_\_ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- (26) X 252.243-7002, Requests for Equitable Adjustment (DEC 2012) (10 U.S.C. 2410).
- (27) \_\_\_\_ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment For Military Operations (OCT 2010) (Section 807 of Pub. L. 111-84).
- (28) \_\_\_\_ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).
- (29)(i) X 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) \_\_\_\_ Alternate I (MAR 2000) of 252.247-7023.
- (iii) \_\_\_\_ Alternate II (MAR 2000) of 252.247-7023.
- (iv) \_\_\_\_ Alternate III (MAY 2002) of 252.247-7023.
- (30) \_\_\_\_ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR (2000) (10 U.S.C. 2631).
- (31) \_\_\_\_ 252.247-7027, Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).
- c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:
- (1) 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- 2) 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).
- (3) 252.227-7015, Technical Data--Commercial Items (DEC 2011), if applicable (see 227.7102-4(a)).
- (4) 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227.7102-4(c)).
- (5) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
- (6) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- (7) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).
- (8) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(9) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

252.219-7009 SECTION 8(A) DIRECT AWARD (SEP 2007)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

Michigan District Office  
United States Small Business Administration  
477 Michigan Avenue Room 515  
Detroit, MI  
48226

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The 8(a) Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

(a) Contract line item(s) 0002 through 0003 are incrementally funded. For these item(s), the sum of \$153,506.70 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract: CLIN 0002: \$56,911.75 / CLIN 0003: \$96,594.95

October 15, 2013: CLIN 0002: \$79,676.45 / CLIN 0003: \$135,232.93

May 16, 2014 CLIN 1002AA: \$113,206.98 / CLIN 1003AA: \$155,739.82

(End of clause)

## 252.237-7023 CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

(a) Definitions. As used in this clause-

(1) Essential contractor service means a service provided by a firm or individual under contract to DoD to support mission-essential functions, such as support of vital systems, including ships owned, leased, or operated in support of military missions or roles at sea; associated support activities, including installation, garrison, and base support services; and similar services provided to foreign military sales customers under the Security Assistance Program. Services are essential if the effectiveness of defense systems or operations has the potential to be seriously impaired by the interruption of these services, as determined by the appropriate functional commander or civilian equivalent.

(2) Mission-essential functions means those organizational activities that must be performed under all circumstances to achieve DoD component missions or responsibilities, as determined by the appropriate functional commander or civilian equivalent. Failure to perform or sustain these functions would significantly affect DoD's ability to provide vital services or exercise authority, direction, and control.

(b) The Government has identified all or a portion of the contractor services performed under this contract as essential contractor services in support of mission-essential functions. These services are listed in attachment 1, Mission-Essential Contractor Services, dated 10 April 13.

(c)(1) The Mission-Essential Contractor Services Plan submitted by the Contractor, is incorporated in this contract.

(2) The Contractor shall maintain and update its plan as necessary. The Contractor shall provide all plan updates to the Contracting Officer for approval.

(3) As directed by the Contracting Officer, the Contractor shall participate in training events, exercises, and drills associated with Government efforts to test the effectiveness of continuity of operations procedures and practices.

(d)(1) Notwithstanding any other clause of this contract, the Contractor shall be responsible to perform those services identified as essential contractor services during crisis situations (as directed by the Contracting Officer), in accordance with its Mission-Essential Contractor Services Plan.

(2) In the event the Contractor anticipates not being able to perform any of the essential contractor services identified in accordance with paragraph (b) of this clause during a crisis situation, the Contractor shall notify the Contracting Officer or other designated representative as expeditiously as possible and use its best efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations.

(e) The Government reserves the right in such crisis situations to use Federal employees, military personnel, or contract support from other contractors, or to enter into new contracts for essential contractor services.

(f) Changes. The Contractor shall segregate and separately identify all costs incurred in continuing performance of essential services in a crisis situation. The Contractor shall notify the Contracting Officer of an increase or decrease in costs within ninety days after continued performance has been directed by the Contracting Officer, or within any additional period that the Contracting Officer approves in writing, but not later than the date of final payment under the contract. The Contractor's notice shall include the Contractor's proposal for an equitable adjustment and any data supporting the increase or decrease in the form prescribed by the Contracting Officer. The parties shall negotiate an equitable price adjustment to the contract price, delivery schedule, or both as soon as is practicable after receipt of the Contractor's proposal.

(g) The Contractor shall include the substance of this clause, including this paragraph (g), in subcontracts for the essential services.

(End of clause)

The following included by reference have been revised:

52.202-1	Definitions	JAN 2012
52.204-7	Central Contractor Registration	DEC 2012
52.208-9	Contractor Use of Mandatory Sources of Supply or Services	OCT 2008
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2012
52.222-54	Employment Eligibility Verification	JUL 2012
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7004 Alt A	Central Contractor Registration Alternate A	FEB 2013
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006

The following included by full text have been revised:

52.204-4005 (TACOM) REQUIRED USE OF ELECTRONIC COMMERCE (AUG 2012)

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website: <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) System for Award Management (SAM). The SAM registration process may be done electronically at the World Wide Web (WWW) site: <https://www.sam.gov/portal/public/SAM>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: [http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD\\_RPT01.cfm](http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm)  
 Rock Island - JMTC: <https://acquisition.army.mil/asfi/>  
 Red River Army Depot: <https://www.redriver.army.mil/>  
 Anniston Army Depot: <https://acquisition.army.mil/asfi/>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal

Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic SAM registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/dpap/ebiz/VANs.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(f) Additional information can be obtained by sending a message to: [usarmy.detroit.acc.mbx.wrn-web-page@mail.mil](mailto:usarmy.detroit.acc.mbx.wrn-web-page@mail.mil) or by calling (586) 282-7059.

[End of Clause]

(End of Summary of Changes)