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MICHAEL SCHUMAN       18-Sep-2013         TEL: 703-545-1574       EMAIL: michael.f.schuman.civ@mail.mil       (Signature of Contracting Officer)         MPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.       18-Sep-2013		n Item7) CODE				DFAS INDIAN/ 8899 E. 56TH S	APOLIS TREET	C	ODE HC	20347	
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Section SF 30 - BLOCK 14 CONTINUATION PAGE

#### MODIFICATION DETAILS

1. Change the quantity of CLINS 0001, 0002, 0003, 0005, 0006, and 0007 from 12 months to 18 months an increase of 6 months.

2. Change the quantity of CLIN 0004 from 10,000 lots to 20,000 lots an increase of 10,000 lots.

3. Change the quantity of CLIN 0008 from 25,000 lots to 35,000 lots an increase of 10,000 lots.

4. Change the end date of period of performance for the base year from 16 September 2014 to 16 March 2015 an increase of 6 months.

5. Delete current Service Contract Act Wage Determination 05-2455 Rev 14 dated 6/19/2014 and replace it with Wage Determination 05-2455 Rev 15 dated 8/05/2014.

6. Delete current Performance Work Statement (PWS) and replace it with revised Performance Work Statement PWS dated 07/31/2014

All other terms and conditions remain unchanged.

Section A - Solicitation/Contract Form

### CONTRACT AWARD AWARD

This contract is awarded pursuant to the authority in FAR 19.8 —Contracting with the Small Business Administration (the 8(a) Program)

Prime Contractor:

U.S. Small Business Administration Oklahoma District Office 301 NW 6th St Oklahoma City, OK 73102

Subcontractor:

CNI Advantage LLC 2600 John Saxon Blvd Norman OK 73071 Cage code# 52D75

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Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001		18	Months	(b)(4)	(b)(4)
	Program Mangement				
	FFP Defente Deut 1. mars 1.7.1				
	Refer to Part 1, para 1.7.1 PURCHASE REQUEST	NUMBER: RRMO	CBOS0002		
	<b>`</b>				
					Р <u></u> т.
				MAX	(b)(4)
				NET AMT	
ITEM NO	SUPPLIES/SERVICES	MAX	UNIT	UNIT PRICE	MAX AMOUNT
0002		QUANTITY 18	Months	(b)(4)	(b)(4)
0001	Custodial Services				V=7X-7
	FFP				
	Refer to Part 6, para 6.1-6 PURCHASE REQUEST		BOS0002		
	renember negetsr		000002		
					14Y
				MAX	(b)(4)
				NET AMT	

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ITEM NO 0003	SUPPLIES/SERVICES Full Service Dining Facilit FFP	UNIT Months	UNIT PRICE (b)(4)	MAX AMOUNT (b)(4)
	Refer to Part 6, para 6.2.1 PURCHASE REQUEST N	CBOS0002	MAX NET AMT	(b)(4)
ITEM NO 0004	SUPPLIES/SERVICES Dining Services Options FFP Refer to Part 6, para 6.2.11 of Section B. PURCHASE REQUEST N		UNIT PRICE (b)(4) Billable Rates" at the end	MAX AMOUNT (b)(4)

MAX NET AMT (b)(4)

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ITEM NO 0005	SUPPLIES/SERVICES Roads & Grounds Service FFP Refer to Part 6, para 6.3-6		UNIT Months	UNIT PRICE (b)(4)	MAX AMOUNT
	PURCHASE REQUEST	NUMBER: RRMC	CBOS0002	MAX NET AMT	(b)(4)
ITEM NO 0006	SUPPLIES/SERVICES Logistics Services FFP Refer to Part 6, para 6.4 - PURCHASE REQUEST N		UNIT Months CBOS0002	UNIT PRICE (b)(4)	MAX AMOUNT (b)(4)
				MAX NET AMT	(b)(4)

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ITEM NO 0007	SUPPLIES/SERVICES Transportation Services FFP Refer to Part 6, para 6.5 - PURCHASE REQUEST N	UNIT Months CBOS0002	UNIT PRICE (b)(4)	MAX AMOUNT (b)(4)
			MAX NET AMT	(b)(4)
ITEM NO 0008	SUPPLIES/SERVICES Contingency Services FFP Additional hours for labor PURCHASE REQUEST M		UNIT PRICE (b)(4) urs for transportation.	MAX AMOUNT (b)(4)

	MAX
NET	AMT

(b)(4)

					12.00
ITEM NO 0009	SUPPLIES/SERVICES	QUANTITY 1,000,000	UNIT Monetary Value	UNIT PRICE (b)(4)	AMOUNT (b)(4)
	Repairs/Minor Construction	on/Contingencies			
	FFP	6.0			
	Refer to Part 6, para 6.7 & PURCHASE REQUEST 1		CBOS0002		
				NET AMT	(b)(4)
ITEM NO	SUPPLIES/SERVICES	MAX	UNIT	UNIT PRICE	MAX AMOUNT
0010		QUANTITY UNDEFINED	Monetary	UNDEFINED	(b)(4)
8-2-2-2-2-2			Value		
OPTION	Contingency Support FFP				
	Move Contingency Suppo	rt under CLIN 00	09		
				MAY	(b)(4)
				MAX NET AMT	Bankadi Ara Dan da

ITEM NO 1001 Option	SUPPLIES/SERVICES Program Mangement FFP Refer to Part 1, para 1.7.1	QUANTITY 12	UNIT Months	UNIT PRICE (b)(4)	AMOUNT (b)(4)
				NET AMT	(b)(4)
ITEM NO 1002 Option	SUPPLIES/SERVICES Custodial Services FFP Refer to Part 6, para 6.1-6.	QUANTITY 12 1.10	UNIT Months	UNIT PRICE (b)(4)	AMOUNT (b)(4)
				NET AMT	(b)(4)
ITEM NO 1003 OPTION	SUPPLIES/SERVICES Full Service Dining Facility FFP Refer to Part 6, para 6.2.1A		UNIT Months	UNIT PRICE (b)(4)	AMOUNT (b)(4)
				NET AMT	(b)(4)

ITEM NO 1004 Option	SUPPLIES/SERVICES Dining Services Options FFP	QUANTITY 10,000	UNIT Lot	UNIT PRICE (b)(4)	AMOUNT (b)(4)
	Refer to Part 6, para 6.2.1B of Section B.	-K. See attached '	Approved Billal	ble Rates" at the end	
				NET AMT	(b)(4)
ITEM NO 1005 Option	SUPPLIES/SERVICES Roads & Grounds Services FFP Refer to Part 6, para 6.3-6.3		UNIT Months	UNIT PRICE (b)(4)	AMOUNT (b)(4)
				NET AMT	(b)(4)
ITEM NO 1006 Option	SUPPLIES/SERVICES Logistics Services FFP Refer to Part 6, para 6.4 - 6	QUANTITY 12 .4.6	UNIT Months	UNIT PRICE (b)(4)	AMOUNT (b)(4)
				NET AMT	(b)(4)

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ITEM NO 1007 Option	SUPPLIES/SERVICES Transportation Services FFP	QUANTITY 12	UNIT Months	UNIT PRICE (b)(4)	AMOUNT (b)(4)
	Refer to Part 6, para 6.5 -	6.5.5			
				NET AMT	(b)(4)
ITEM NO	SUPPLIES/SERVICES	ESTIMATED	UNIT	UNIT PRICE	AMOUNT
1009		QUANTITY 25 000	1	(b)(4)	(b)(4)
1008 OPTION	Cost Reimbursable Service	25,000 ces	Lot		
	LH				
	Refer to Part 6, para 6.6. Section B.	See attached "App	proved Billable	Rates" at the end of	
			TOT E	STIMATED PRICE	(b)(4)
				CEILING PRICE	

ITEM NO 1009 Option	SUPPLIES/SERVICES	QUANTITY 1,000,000	UNIT Monetary Value	UNIT PRICE (b)(4)	(b)(4)
OF HOM	Repair/Minor Construction FFP Refer to Part 6, para 6.7 - 6				
				NET AMT	(b)(4)
ITEM NO 1010 Option	SUPPLIES/SERVICES Contingency Support T&M Move Contingency Suppor	QUANTITY t under CLIN 100	UNIT 9	UNIT PRICE (b)(4)	AMOUNT (b)(4)
				TIMATED PRICE CEILING PRICE	(b)(4)
ITEM NO 2001 OPTION	SUPPLIES/SERVICES Program Mangement FFP Refer to Part 1, para 1.7.1	QUANTITY 12	UNIT Months	UNIT PRICE (b)(4)	AMOUNT (b)(4)
				NET AMT	(b)(4)

ITEM NO 2002 OPTION	SUPPLIES/SERVICES Custodial Services FFP Refer to Part 6, para 6.1-6.	QUANTITY 12 1.10	UNIT Months	UNIT PRICE (b)(4)	AMOUNT (b)(4)
				– NET AMT	(b)(4)
ITEM NO 2003 OPTION	SUPPLIES/SERVICES Full Service Dining Facility FFP Refer to Part 6, para 6.2.1A		UNIT Months	UNIT PRICE (b)(4)	AMOUNT (b)(4)
				– NET AMT	(b)(4)
ITEM NO 2004 OPTION	SUPPLIES/SERVICES Dining Services Options FFP Refer to Part 6, para 6.2.1E of Section B.	QUANTITY 10,000 -K. See attached "	UNIT Lot Approved Billat	UNIT PRICE (b)(4) ble Rates" at the end	AMOUNT (b)(4)

NET AMT

(b)(4)

ITEM NO 2005 OPTION	SUPPLIES/SERVICES Roads & Grounds Services FFP Refer to Part 6, para 6.3-6.3		UNIT Months	UNIT PRICE (b)(4)	AMOUNT (b)(4)
				NET AMT	(b)(4)
ITEM NO 2006 OPTION	SUPPLIES/SERVICES Logistics Services FFP Refer to Part 6, para 6.4 - 6	QUANTITY 12 .4.6	UNIT Months	UNIT PRICE (b)(4)	AMOUNT (b)(4)
				NET AMT	(b)(4)
ITEM NO 2007 Option	SUPPLIES/SERVICES Transportation Services FFP Refer to Part 6, para 6.5 - 6	QUANTITY 12	UNIT Months	UNIT PRICE (b)(4)	AMOUNT (b)(4)
				NET AMT	(b)(4)

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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
2008 OPTION	Cost Reimbursable Servic LH		Lot		
	Refer to Part 6, para 6.6. Section B.	See attached "App	roved Billabl	e Rates" at the end of	
			TOT I	ESTIMATED PRICE	(b)(4)
				CEILING PRICE	
ITEM NO 2009 Option	SUPPLIES/SERVICES Repair/Minor Constructio FFP	QUANTITY 1,000,000 n/Contingencies	UNIT Monetary Value	UNIT PRICE (b)(4)	AMOUNT (b)(4)
	Refer to Part 6, para 6.7 -	6.8		NET AMT	(b)(4)
ITEM NO 2010 option	SUPPLIES/SERVICES Contingency Support	QUANTITY	UNIT	UNIT PRICE (b)(4)	AMOUNT (b)(4)
	T&M Move Contingency Support	ort under CLIN 200	)9		
			TOT ES	TIMATED PRICE	(b)(4)
				CEILING PRICE	al contraction of the second s

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ITEM NO 3001 OPTION	SUPPLIES/SERVICES Program Mangement FFP Refer to Part 1, para 1.7.1	QUANTITY 12	UNIT Months	UNIT PRICE (b)(4)	AMOUNT (b)(4)
				NET AMT	(b)(4)
ITEM NO 3002 OPTION	SUPPLIES/SERVICES Custodial Services FFP Refer to Part 6, para 6.1-6.	QUANTITY 12 1.10	UNIT Months	UNIT PRICE (b)(4)	AMOUNT (b)(4)
				NET AMT	(b)(4)
ITEM NO 3003 OPTION	SUPPLIES/SERVICES Full Service Dining Facilit FFP Refer to Part 6, para 6.2.14		UNIT Months	UNIT PRICE (b)(4)	AMOUNT (b)(4)
				NET AMT	(b)(4)

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ITEM NO 3004 OPTION	SUPPLIES/SERVICES Dining Services Options FFP Refer to Part 6, para 6.2.1E of Section B.	QUANTITY 10,000 B-K. See attached	UNIT Lot "Approved Bi	UNIT PRICE (b)(4)	AMOUNT (b)(4)
				NET AMT	(b)(4)
ITEM NO 3005 OPTION	SUPPLIES/SERVICES Roads & Grounds Services FFP Refer to Part 6, para 6.3-6.		UNIT Months	UNIT PRICE (b)(4)	AMOUNT (b)(4)
				NET AMT	(b)(4)

ITEM NO 3006 Option	SUPPLIES/SERVICES Logistics Services FFP Refer to Part 6, para 6.4 -	QUANTITY 12 6.4.6	UNIT Months	UNIT PRICE (b)(4)	AMOUNT (b)(4)
				NET AMT	(b)(4)
ITEM NO 3007 option	SUPPLIES/SERVICES Transportation Services FFP Refer to Part 6, para 6.5 -	QUANTITY 12 6.5.5	UNIT Months	UNIT PRICE (b)(4)	AMOUNT (b)(4)
				NET AMT	(b)(4)
ITEM NO 3008 OPTION	SUPPLIES/SERVICES Cost Reimbursable Servic LH Refer to Part 6, para 6.6. Section B.		UNIT Lot roved Billable Ra	UNIT PRICE (b)(4) ates" at the end of	AMOUNT (b)(4)
			TOT EST	IMATED PRICE	(b)(4)

CEILING PRICE

ITEM NO 3009	SUPPLIES/SERVICES	QUANTITY 1,000,000	UNIT Monetary Value	UNIT PRICE (b)(4)	AMOUNT (b)(4)
OPTION	Repair/Minor Construction FFP Refer to Part 6, para 6.7 - 6		, unac		
				NET AMT	(b)(4)
ITEM NO 3010 option	SUPPLIES/SERVICES Contingency Support T&M	QUANTITY	UNIT	UNIT PRICE (b)(4)	AMOUNT (b)(4)
	Move Contingency Suppor	t under CLIN 300	TOT ESTIN	MATED PRICE EILING PRICE	(b)(4)
ITEM NO 4001 OPTION	SUPPLIES/SERVICES Program Mangement FFP Refer to Part 1, para 1.7.1	QUANTITY 12	UNIT Months	UNIT PRICE (b)(4)	AMOUNT (b)(4)
				NET AMT	(b)(4)

(b)(4)

ITEM NO 4002 OPTION	SUPPLIES/SERVICES Custodial Services FFP Refer to Part 6, para 6.1-6.	QUANTITY 12	UNIT Months	UNIT PRICE (b)(4)	AMOUNT (b)(4)
				NET AMT	(b)(4)
ITEM NO 4003 OPTION	SUPPLIES/SERVICES Full Service Dining Facilit FFP Refer to Part 6, para 6.2.1/		UNIT Months	UNIT PRICE (b)(4)	AMOUNT (b)(4)
				NET AMT	(b)(4)
ITEM NO 4004 OPTION	SUPPLIES/SERVICES Dining Services Options FFP Refer to Part 6, para 6.2.11 of Section B.	QUANTITY 10,000 B-K. See attached	UNIT Lot "Approved Bil	UNIT PRICE (b)(4)	AMOUNT (b)(4)

NET AMT

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ITEM NO 4005 OPTION	SUPPLIES/SERVICES Roads & Grounds Services FFP Refer to Part 6, para 6.3-6.		UNIT Months	UNIT PRICE (b)(4)	AMOUNT (b)(4)
				NET AMT	(b)(4)
ITEM NO 4006 Option	SUPPLIES/SERVICES Logistics Services FFP Refer to Part 6, para 6.4 - 6	QUANTITY 12 5.4.6	UNIT Months	UNIT PRICE (b)(4)	AMOUNT (b)(4)
				NET AMT	(b)(4)
ITEM NO 4007 Option	SUPPLIES/SERVICES Transportation Services FFP Refer to Part 6, para 6.5 - 6	QUANTITY 12 5.5.5	UNIT Months	UNIT PRICE (b)(4)	AMOUNT (b)(4)
				NET AMT	

NET AMT

(b)(4)

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4008 25,000 Lot (b)(4) OPTION Cost Reimbursable Services LH Refer to Part 6, para 6.6. See attached "Approved Billable Rates" at the end of Section B. TOT ESTIMATED PRICE CEILING PRICE ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE A 4009 1,000,000 Monetary Value (b)(4)	
LH Refer to Part 6, para 6.6. See attached "Approved Billable Rates" at the end of Section B. TOT ESTIMATED PRICE CEILING PRICE ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE A 4009 1,000,000 Monetary (D)(4)	4)
Refer to Part 6, para 6.6. See attached "Approved Billable Rates" at the end of Section B. TOT ESTIMATED PRICE CEILING PRICE	4)
Section B. TOT ESTIMATED PRICE CEILING PRICE ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE A 4009 1,000,000 Monetary (b)(4)	4)
CEILING PRICE ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE A 4009 1,000,000 Monetary (b)(4) (b)(4)	4)
ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE A 4009 1,000,000 Monetary (b)(4) (b)(4)	
4009 1,000,000 Monetary (b)(4) (b)(4)	
	MOUNT
OPTION Repair/Minor Construction/Contingencies FFP	
Refer to Part 6, para 6.7 - 6.8	
NET AMT (b)(4)	

ITEM NO 4010 option	SUPPLIES/SERVICES Contingency Support	QUANTITY	UNIT	UNIT PRICE (b)(4)	AMOUNT (b)(4)				
ormon	T&M								
	Move Contingency Suppo	rt under CLIN 4009							
				IMATED PRICE CEILING PRICE	(b)(4)				

#### SECTION B

**B.1 MINIMUM GUARANTEE:** The minimum guarantee is the firm fixed price portion of the contract. The minimum guarantee will be satisfied at time of award with issuance of the first task order.

**B.2 MAXIMUM AMOUNT**: The maximum dollar value of the contract is the total dollar value of the fixedprice and indefinite quantity (IQ) items. The maximum shall not be exceeded except as may be provided for by formal modification to the contract.

**B.3 CONTRACT LINE ITEMS, SUBLINE ITEMS, AND EXHIBIT LINE ITEMS:** Offerors shall complete attachments Section B of the RFP, CLIN's 0001 through 5010.

**B.4 INDEFINITE QUANTITY (IQ) EXHIBIT LINE ITEM QUANTITIES:** Indefinet quantities may be ordered as long as the overall not-to-exceed (NTE) amount of the IQ portion of contract per year is not exceeded and the contractor agrees by signing the task order.

## CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

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

MINIMUM	MINIMUM	MAXIMUM	MAXIMUM
QUANTITY	AMOUNT	QUANTITY	AMOUNT
	\$2,000,000.00		\$20,000,000.00

DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND ORDER VALUE

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

MINIMUM	MINIMUM	MAXIMUM	MAXIMUM
QUANTITY	AMOUNT	QUANTITY	AMOUNT
3,000.00		3,000,000.00	

#### CLIN MINIMUM/MAXIMUM QUANTITY AND CLIN VALUE

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

	MINIMUM	MINIMUM	MAXIMUM	MAXIMUM
CLIN	QUANTITY	AMOUNT	QUANTITY	AMOUNT
0009		\$0.00		\$1,000,000.00
1009		\$0.00		\$1,000,000.00
2009		\$2,000.00		\$1,000,000.00
3009		\$0.00		\$1,000,000.00
4009		\$0.00		\$1,000,000.00

#### CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

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

	MINIMUM	MINIMUM	MAXIMUM	MAXIMUM
CLIN	QUANTITY	AMOUNT	QUANTITY	AMOUNT
0001		\$		\$
0002		\$		\$
0003		\$		\$
0004		\$		\$
0005		\$		\$
0006		\$		\$
0007		\$		\$
0008		\$		\$

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0009	\$2,000.00	\$500,000.00
0010	\$	\$
1001	\$	\$
1002	\$	\$
1003	\$	\$
1004	\$	\$
1005	\$	\$
1006	\$	\$
1007	\$	\$
1008	\$	\$
1009	\$2,000.00	\$500,000.00
1010	\$	\$
2001	\$	\$
2002	\$	\$
2003	\$	\$
2004	\$	\$
2005	\$	\$
2006	\$	\$
2007	\$	\$
2008	\$	\$
2009	\$2,000.00	\$500,000.00
2010	\$	\$
3001	\$	\$
3002	\$	\$
3003	\$	\$
3004	\$	\$
3005	\$	\$

3006	\$	\$
3007	\$	\$
3008	\$	\$
3009	\$2,000.00	\$500,000.00
3010	\$	\$
4001	\$	\$
4002	\$	\$
4003	\$	\$
4004	\$	\$
4005	\$	\$
4006	\$	\$
4007	\$	\$
4008	\$	\$
4009	\$2,000.00	\$500,000.00
4010	\$	\$

## CLAUSES INCORPORATED BY FULL TEXT

### 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from September 1, 2013 – April 30, 2018.

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

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

# Performance Work Statement (PWS) For A Washington Headquarters Services (WHS) Facility Base Operations Support (BOS) Services

# Part 1

# **General Information**

**1.** <u>General:</u> This is a non-personal services contract to provide Base Operation Support (BOS) Services for a Washington Headquarters Services (WHS) facility located in Adams County, PA from herein referred to as the facility. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

**1.2** <u>Description of Services/Introduction</u>: The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform BOS Services as defined in this Performance Work Statement except for those items specified as government furnished property and services. The contractor shall perform to the standards in this contract. The Contractor shall provide a Program Manager and that will be fully responsible for providing Custodial Services, Full Service Food Services, Roads and Grounds Services, Logistics Services, and Transportation Services, identified in the PWS; customer service; quality control and related services. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.</u>

**1.3 <u>Background</u>:** WHS requires BOS Services for the installation facility. The purpose of the contract is to provide Full Dining Facility Services, Custodial Services, Transportation Services, Logistics Support Services, Roads and Ground Services and Contingency support for the facility.

**1.4 <u>Objectives</u>:** The basic objective of this contract is to provide labor support for Base Operation Support Services functions identified in the PWS to meet the facility mission goals.

**1.5** <u>Period of Performance</u>: The period of performance shall be for one (1) Base Year (12 Months) and four (4) 12-month option years. The Period of Performance reads as follows:

Base Year: September 17, 2013 thru September 16, 2014 Option Year I: September 17, 2014 thru September 16, 2015 Option Year II: September 17, 2015 thru September 16, 2016 Option Year III: September 17, 2016 thru September 16, 2017 Option Year IV: September 17, 2017 thru September 16, 2018 **1.5.1** <u>Hours of Operation</u>: The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS. The Contractor will not be required to provide Transportation Services, Custodial Services, and Logistics Support when the Government facility has <u>minimal staffing</u> on Federal holidays or when the facility is operating on reduced manning of emergency and essential personnel only due to local or national emergencies, administrative closings, inclement weather, or similar Government directed minimal staffed facility or for the above reasons, unless the Contractor receives notification from the COR. Dining Facility and Roads and Grounds Services are considered essential services during inclement weather.

## **Recognized Federal Holidays:**

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

**1.5.2** <u>Weather Delays/Closures:</u> During inclement weather, the contractor shall follow the facility's inclement weather schedule. Due to an instance if the facility has a delayed opening or deemed it necessary to release early or to reduce operations to emergency and essential personnel, the Dining Facility and Roads and Grounds services are considered to be essential and shall have personnel readily available to complete these services. For Transportation Services, the Contractor shall have buses start running one (1) hour prior to the announced delayed opening and continue running one (1) hour after announced early dismissal (Example: If there is a announced delay opening of the facility for 10:00 am – buses need to start running at 9:00 am and if there is an announced early dismissal of 3:00 pm – buses shall continue running until 4:00 PM). All other services shall be available at a minimum upon reopen of the facility.

1.5.3 Special Events/Exercises/Contingency Services: (b)(7)(E)	the contractor
shall provide services during special events, (b)(7)(E)	The
contractor shall respond within <sup>(b)(7)(E)</sup> of notification. Special events/exercises o	r unexpected
circumstances may require an extra effort on the part of the contractor which inclu	ides providing
services outside the Normal Work Hours of Monday through Friday, 6:00 AM and	14:30 PM. The
work will be calculated based on the hourly price proposed in the schedule of item	ıs.
The Contractor, through innovation, technology, or other means, shall perform the	e required BOS
services at frequencies determined by the Contractor. The Program Manager and	or alternate
shall be present at a minimum during normal business hours and by phone 24/7.	

**1.5.4** <u>Place of Performance</u>: The work to be performed under this contract will be performed at the facility and affiliated properties.

1.6 Scope: The Contractor shall provide Base Operation Support Services for the WHS Facility.

**1.6.1** <u>Contractor Responsibility:</u> The Contractor shall provide everything, including, but not limited to, all equipment, supplies, transportation, labor, and supervision necessary to provide Base Operation Support (BOS) Services, except for that which the contract clearly states is to be furnished by the Government.

**1.6.2** The Contractor shall determine how often the work is to be performed, how much labor is needed to perform the tasks, what methods will be used to complete the job and which supplies, materials and equipment are needed. The frequencies and method of performance will be determined by the Contractor based on the needs of the Government. The Contractor shall be in continuous communication with the Contracting Officer (KO), Contractor Officer Representative (COR) and the Contracting Officer Technical Representatives (COTR), updating them on schedules and progress.

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

# 1.6.4 Contracting Officer Representative (COR) and Contracting Officer Technical

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

**1.6.5** <u>Non-Personal Service Statement:</u> Contractor employees performing services under this order will be controlled, directed and supervised at all times by management personnel of the Contractor. The Contractor's management shall ensure that employees properly comply with the performance standards outlined in the Quality Control Plan. Contractor employees will perform independent of and without the supervision of any Government official. Actions of contractor employees may not be interpreted or implemented in any manner that results in any Contractor

employee creating or modifying Federal policy, obligating the appropriated funds of the U.S. Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government will control access to the facility and will perform the inspection and acceptance of the completed work.

**1.6.6** <u>Inherently Government Functions</u>: As defined in FAR 7.5, the contractor shall not perform inherently governmental functions in the performance of this contract. Any functions considered inherently governmental will be performed solely by government employees. The contractor must avoid performing or appearing to perform inherently governmental functions. If any work or task assigned can be construed as inherently governmental, the contractor must notify the Contracting Officer immediately for further direction. Below is a list of examples determined to be inherently governmental functions, this list is not all inclusive:

- 1. The determination of agency policy, such as determining the content and application of regulations, among other things.
- 2. The determination of Federal program priorities for budget requests.
- 3. The direction and control of Federal Employees.
- 4. The determination of budget policy, guidance, and strategy.

Other: Even though this contract may provide for performing services at the direction of Government personnel, the contract is not for personal services, and neither the Contractor nor his or her personnel are Government employees. The Government assumes no liability for injury occurring to Contractor personnel or to third parties, or for loss, damage, or destruction involving third parties' property as a result of the Contractor's operation. Except that the Government is liable for such loss, damage, or destruction resulting from the negligent or wrongful act(s) of Government employee(s) acting within the scope of their employment.

**1.7** <u>Contractor Personnel:</u> The Contractor shall assign only qualified employees from the proper Class and Discipline to perform tasks and workload under this Contract. These assignments shall be made at the most cost effective team or individual worker deployments possible while remaining in full compliance with existing Federal, State and Local labor laws.

**1.7.1** The contractor shall provide a Program Manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the Contractor when the manager is absent shall be designated in writing to the Contracting Officer. The Program Manager or alternate shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract. The Program Manager or alternate shall be available 24/7/365 days per year.

**1.7.2** <u>Identification of Contractor Employees</u>: All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as

contractor products or that contractor participation is appropriately disclosed. Contractor personnel are required to obtain and wear a facility Badge in the performance of this service

**1.7.2.1** When contractor personnel (full time, part time, and on call) perform the services required in this contract on a Government installation they are required to possess and wear something that with the Contractors name that identifies them as a contractor employee (badge, labeled shirt, linear, etc).

**1.7.2.2** While performing in a contractor capacity, contractor personnel shall refrain from using their retired or reserve component military rank or title in all written or verbal communications.

# 1.7.3 Physical Conditions:

a. Each Contractor employee or sub-contracted employee assigned to tasks shall have the physical stamina to perform the job requirements; work requires prolonged lifting or carrying, walking, standing, etc.

b. The Contractor shall require Food Service Workers and applicants to whom a conditional offer of employment is made to report information about their health and activities as they relate to diseases that are transmissible through food. Food Service Workers or applicants shall report the information, including symptom and the date of onset of jaundice, has a symptom caused by illness, infection, or other source that is associated with an acute gastrointestinal illness, such as Diarrhea, Fever, Vomiting, Jaundice, Sore throat with fever and lesion containing pus, Per TB MED 530 2.4-2.6 the Contractor shall exclude an employee from a food establishment if the employee is diagnosed with an infectious agent specified in & TB MED 530 -2-4b.

c. Any Contract Employee that will be operating any Government Purchased Vehicle including golf carts shall comply with DoDI 6055.4, DoD Traffic Safety Program.

**1.7.4** <u>Employee Conduct:</u> All work under this contract shall be performed in a skillful, workmanlike and professional manner. The Contracting Officer may, in writing, require the Contractor to remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable, or for theft, possession and/or removal of materials, supplies, equipment, or any Government-owned property.

**1.7.4.1** The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance and integrity, and shall be responsible for taking such disciplinary action with respect to the employee(s) as may be necessary.

**1.7.4.2** The Contractor shall prohibit his/her employees from disturbing papers on desks, opening desk drawers or cabinets that are not Government Furnished Property to the Contractor.

**1.7.4.3** The Contractor will not be allowed to have any persons (family members or otherwise) under the age of 16 years on the premises to either work or accompany the Contractor or his/her employees during performance of the contract.

**1.7.4.4** <u>Reporting Waste, Fraud, Abuse and Theft</u>: The Contractor shall notify the Contracting Officer and the COR of any instances of suspected waste, fraud, abuse, loss, or theft of Contractor or Government-furnished property by Contractor or Government Employees or subcontractors.

**1.7.4.5** Throughout the course of the regular services the Contractor and their representatives should take note of building maintenance and security issues and report them to the Facility's Maintenance Office and COTR.

**1.7.4.6** <u>Specific Conduct:</u> The following restrictions apply to the Contractor and his/her employees:

a. Smoking: The Contractor employees are only allowed to smoke within the identified designated smoking areas on the facility.

b. Gambling: The Contractor shall not participate in games for money or personal property while on Government property.

c. Alcoholic Beverages and Narcotics: The Contractor shall not be under the influence of, use, or be in possession of any narcotic drug, hallucinogenic, marijuana, barbiturate, amphetamine, or alcohol while entering on or on Government property. This prohibition shall not apply in cases where the drug is being used as prescribed for a patient by a licensed physician.

d. Soliciting or Vending: The contractor shall not solicit or sell any items while on Government property.

**1.8** <u>Entry Inspections</u>: All containers, equipment and hand carried items brought into or removed from the facility is subject to inspection by the Pentagon Police Department for the presence of potential security threat or hazardous items as identified below: Refer to the regulatory requirement on security.

**1.9** <u>Physical Security</u>: The contractor shall be responsible for safeguarding all government equipment, information and property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.

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

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

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

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

**1.10** <u>**Quality Control Program:</u>** The Contractor shall establish and implement a proactive Quality Control Program to identify and prevent defects in the quality of service performed. The Contractor shall provide the Contracting Office with a written copy of their Quality Control Plan within 10 working days after award. The sustaining focus of the program shall be the attainment of continuous quality improvement. The program shall emphasize deficiency prevention over deficiency detection. The contractor's quality control program is the means by which he assures himself that his work complies with the requirement of the contract. The government representative will accept the Quality Control Program and any service performed only when in full compliance with FAR clause 52.246-4, Inspection of Services-Fixed Price. The Contractor shall demonstrate a concerted effort to identify and evaluate quality problems and to initiate recommendations, and provide solutions to ensure unsatisfactory performance is addressed and rectified in a timely manner and does not recur. The Contractor shall provide inspection reports to the COR to conduct surveillance.</u>

**1.11** <u>**Quality Assurance:**</u> The Government shall evaluate the Contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP). This plan is primarily focused on what the Government may do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

**1.11.1** The COR and COTR will randomly evaluate performance for compliance with Contract terms throughout the performance period utilizing the Contractor Performance Assessment System (CPARS).

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# **Government Furnished Property/Supplies/Services**

**2.1** <u>Government Furnished Property (GFP) and Services:</u> The Government will furnish facilities, equipment, subsistence, supplies and expendable/durable items as Government Furnished Property (GFP) along with services specified in the PWS IAW the "Government Property" clause. GFP list for the services is attached (TE 1). Specified GFP and services shall only be used in the performance of this contract. When GFP is being utilized by Contractor Personnel, it shall be maintained to standards of appearance and kept clean. (Vehicles, Roads & Grounds Equipment, Dining Facility Equipment, Office Equipment, etc) Government Furnished Vehicles may be washed at the facility wash rack.

**2.1.1** <u>Annual Inventory:</u> An annual inspection and inventory of GFP shall be conducted during the anniversary month of the initial joint inspection and inventory and a report submitted to the COR within 10 workdays of the date inspection/inventory are completed. The report shall indicate shortage, loss, or destruction of and damage and excessive wear and tear to GFP.

**2.1.2** <u>Return of GFP</u>: The Contractor may, at any time, return GFP if it no longer needs for the performance of this PWS; however, returned GFP will not be replaced by the Government, and the unavailability or lack of GFP under these circumstances will not excuse nonperformance, or justify increase in cost to the Government. The Contractor shall notify the Government in writing of its intent to return GFP.

**2.1.3** <u>Missing, Stolen, Lost and Damaged Property:</u> The Contractor shall report GFP that is lost, damaged, destroyed by verbal means upon discovery of loss, damaged and unaccountable GFP and provide written report within 2 days of verbal notification. A Letter of Fact and Finding shall be submitted to the Contracting Officer within 15 days after discovery of lost, damaged, destroyed, or consumed in excess, GFP. The Contractor shall not be responsible for "fair wear and usage" of GFP but will be responsible to replace property if after an investigation is conducted and it was deemed that the damaged occurred due to gross negligence or abuse by a Contractor Employee.

**2.1.4 Government Owned Vehicles:** Government Vehicles will be provided for services conducted under this PWS. Contractor will have conduct operational inspection (check fluids, lights, wipers, tires, etc) and fill out a dispatch checklist provided by RRMC.

**2.1.5** Preventive Maintenance Checks and Services (PMCS) of Government Provided Equipment. Contractor shall conduct operational inspections prior to use of any Government Provided Equipment. Contractor shall document any faults on the Pre/Post Trip Inspection Check List for each piece of equipment and notify the facility maintenance shop of the faults (repairs needed, blades need sharpened etc.). If fluids (oil, transmission, windshield washer

fluids, etc) are low, the contractor shall fill up with Government provided fluids. The facility maintenance shop will conduct any repairs (other than the GSA Fleet Vehicles).

**2.1.6 Government Furnished Vehicles/Equipment:** The contractor is responsible for keeping Government vehicles and equipment clean. Motor vehicles shall be washed at the facilities wash rack and inside swept out and free of trash. Lawn equipment shall be hosed down and free of grass after each use and prior to storage at the end of the mowing season. Snow equipment, to include but not limited to, truck beds, plows, snow blowers, salt spreaders, shall be cleaned as soon as the weather permits. The Contractor shall store vehicles, equipment, tools, and other Government furnished items to appropriate Government provided storage locations.

**2.1.7** <u>Fuel:</u> The Government will furnish operating fuels for GFP. However, Governmentfurnished fuel shall not be used to transport Contractor personnel for unauthorized purposes, i.e. lunch or to or from personal residence. The Contractor will notify the COTR of the type(s) and amount(s) of fuel required to operate GFP and document the amount of fuel used on the dispatch checklist. The Contractor shall keep records of and account for all Government furnished fuel.

**2.1.8** <u>Storage and Office Space:</u> The Government will furnish space within the building commensurate with the contractor's personnel complement and operational requirements including lockers, storage space, furniture and furnishings for the on-site Project Manager's office. Space and equipment shall be kept neat and clean and returned to the Government at the expiration of the contract in reasonably the same condition as at the time of entering into the contract. Government property shall not be used in any manner for any personal advantage, business gain, or other personal endeavor by the Contractor or the Contractor's employees. The Government will not be responsible in any way for damage or loss to the Contractor's stored supplies, materials, replacement parts, or equipment. No toxic or hazardous materials will be stored in these areas.</u>

**2.1.9** <u>Office Equipment, Supplies and Tools:</u> The Government will furnish office equipment, supplies, and tools necessary to meet performance requirements. The Government will provide computers, software, peripheral equipment, printers, facsimile machines, scanners (end devices), or equivalent equipment for use in performance of this contract.

**2.1.10 Government Furnished Supplies:** The COTR will check the level of supplies in the main storage areas twice a week. Contractor shall email the COTR if the Government Furnish Supply is running low or may run out prior to the next stocking day.

**2.1.11 Local Area Network Capabilities:** The Government will furnish the Contractor with access to the facility NIPR NET. The Government shall furnish the Contractor with access to the facility's electronic mail system along with any necessary software packages.

**2.1.12** <u>Telephone Service</u>: The Government will provide telephone service currently located in government-furnished facilities for Contractor use in the performance of the contract. Contractor personnel shall not relocate government-furnished telephone equipment or in any way tamper

with the telephone distribution system. The Contractor shall notify the COTR when telephone maintenance, repair, or change in service is required. Government telephones shall be used to conduct official business only.

**2.1.13** <u>Utilities:</u> The Government will furnish heat, water, sewage, and electric current at existing outlets as may be required for the work to be performed under this contract. The Contractor shall ensure all employees use methods to conserve utilities.

**2.1.14** <u>Mail</u>: The Government will provide locations on the installation for pickup and drop-off of mail relating to work performed under this PWS. Metered postage equipment will also be available for official government business United States Postal Service mail only.

2.1.15 **Publications:** The Government will provide publications and forms listed in PWS.

**2.1.16 <u>Equipment Manuals</u>:** The Government will furnish equipment manufacturers operating manuals for GFP used by the Contractor.

**2.1.17** <u>Equipment Maintenance</u>: The Contractor shall ensure Government furnished equipment, furniture, vehicles and structure are safe and in good repair. Refer to FAR 52.245-1. Maintenance, repair, and replacement of GFP will remain the responsibility of the Government. Contractor shall submit a work or service order request, when such repairs are needed. Help Desk phone number is 2-3938 or 2-2452 for service orders A Work & Service Orders log shall be maintained by the contractor. Information Technology (IT) Work Orders should be submitted to the IT provider Help Desk, phone number 2-3023.

**2.1.18** <u>Equipment Warranties</u>: Equipment manufacturers or dealers will perform warranty repairs on new equipment. Should unauthorized maintenance or repairs be made, which voids the warranty, the Contractor shall be responsible.

**2.1.19** <u>Assistance:</u> The Government will furnish technical assistance and training as specified in this contract.

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**2.1.21** <u>Emergency Medical Treatment:</u> Government medical treatment will be available as the first point of medical care for on the job injuries. Employees injured on the job may use the facility Fire and Emergency Services. If an employee has to be evacuated to an area hospital, the cost will not be paid for by the government.

**2.1.22** <u>Police and Fire Protection</u>: Police and fire protection for the facility is provided by Pentagon Force Protection Agency (PFPA), Pentagon Police Department (PPD) and the facility Fire Department.

**2.1.23** <u>Government-Furnished Data Systems:</u> The Government shall provide all the necessary data systems, described below, to support Contractor performance identified in this PWS.

a Defense Reutilization Marketing Services

- b. MAXIMO
- c. Automated Food Service Data System
- d. CILS Contingency Issue Logistics System
- e. OTC Net Cash Deposit System

**2.1.24** <u>Facility Identification Badges and Security Access System:</u> The Government shall provide photo identification cards and keycards for security access systems as required.

#### Part 3

# **Contractor Provided Equipment/Supplies**

**3.1** <u>Contractor Furnished Equipment, Items, Supplies and Services:</u> The Contractor shall furnish, maintain, and replace, at its own expense, all supplies, parts, materials, equipment, labor, and any other services not furnished by the Government necessary to perform all work required under this PWS.

**3.1.1** <u>Contractor-Furnished Property</u>: Contractor-furnished equipment shall remain with the Contractor. Contractor-furnished equipment shall meet the same safety requirements as those established for GFP. As appropriate, the Contractor shall provide Personal Protection Equipment.

**3.1.2** It is required of the Contractor that in the interest of sanitation and safety, all Contractor furnished equipment to be used will meet the American National Standards Institute standards and be maintained operational at that standard throughout the term of the contract. Any Contractor furnished equipment that is inoperable, shall be removed from the facility. All tools and equipment utilized by the Contractor in the performance of this contract shall be of the commercial type and operate at full rated performance levels using existing building circuits. The Contractor shall purchase and use Energy Star or other energy-efficient items listed on the Department of Energy's Federal Energy Management Program (FEMP) Product Energy Efficiency Recommendations product list.

**3.1.3 Damages:** The Government will not be liable for loss, damage, or destruction of Contractor Furnished equipment furnished under this contract except for such loss, damage, or destruction resulting from the negligent or wrongful act(s) of Government employee(s) while acting within the scope of their employment.

**3.1.4 <u>Third Party Damage:</u>** Contractor shall be responsible for any damage caused by any of its sub-contractors. Contractor shall not be held responsible for any damage caused by any outside party not associated with the Contractor. If the Contractor repairs any damage caused by any outside interest, the Contractor shall be reimbursed

**3.1.5** The Contractor shall not construct or install any fixed improvement or structural alterations to Government buildings or other real property. The Contractor shall be responsible for Contractor-incurred damage to government-furnished facilities and equipment due to negligence by the Contractor.

**3.1.6 <u>Contractor Furnished Supplies:</u>** If the Contractor would like to provide products that are not provided by the Government, the product must be approved by the COTR. The DoD Facility Environmental, Safety and Health (ESH) Directorate requires the use of environmentally preferable products and services in order to comply with federally mandated programs and

USDA's Agriculture Acquisition Regulations (AGAR 423.703) that direct United States Department of Agriculture (USDA) agencies to actively promote a preference for Environmentally Preferable Products. This includes the use of: recovered material products; energy and water efficient products; alternative fuels and fuel efficiency, bio-based products; non-ozone depleting substances; priority chemicals; and environmentally preferable products. These products are described on the Office of the Federal Environment Executive website (http://www.ofee.gov).

**3.1.6.1** Products required in the performance of this Performance Work Statement shall meet as a minimum, Green Seal Product Standards (http://www.greenseal.org/certification/environmental.cfm). If it is determined that a product does not meet Government performance requirements, the Contractor shall submit a proposed alternative that would meet the performance requirements with the lowest environmental impact for evaluation and acceptance. Follow this link to see a current list of products that currently meet the EPA requirements (http://www.greenseal.org/findaproduct/index.cfm). Products that fall under the EPA Comprehensive Procurement Guidelines (CPG) ( http://www.epa.gov/cpg ) shall meet the minimum recovered (recycled) content. Bio-based products shall be used upon issuance of the bio-based product listing from the (USDA) (http://www.usda.gov ).

**3.1.6.2** The Contractor shall use products and equipment considered environmentally safe and recycled products to the greatest extent practicable. Materials or supplies shall not be used in performance under this contract (or stored on Government property) until the applicable Material Safety Data Sheets (MSDS) for all hazardous materials have been furnished to the COTR. The use of caustics (acid based cleansers) will not be approved. The Contractor shall not use any substance which the COTR determines would be unsuitable for the purpose or harmful to the surfaces to which applied. Costs for correcting damage caused by misused materials will be borne by the Contractor.

**3.1.7 <u>Licensing Requirements</u>:** The Contractor shall be responsible for meeting, at no cost to the Government, any licensing and certification requirements i.e. State, Federal or personnel contractor license. (CDL's, forklift operation certification, etc.)

**3.1.8** <u>Contractor-Furnished Training</u>: The Contractor shall be responsible for all costs associated with training (whether on-site or off-site) necessary to perform the tasks described in the PWS, with the exception of training for key personnel and Lead Users and/or Trainers in facility specific non-commercial software tools, policies, procedures and office practice during the transition period.

**3.1.8.1** The Contractor shall be responsible for all training in the use of Commercial off the shelf software, training for OSHA required certifications and licenses and Safety Training.

**3.1.8.2** The Contractor shall ensure that contract employees are properly trained to operate Government or Contractor Furnished equipment and vehicles (front loaders, snow plows to

include putting the blades on, salt spreaders, snow blowers, mowers, weed wackers, chain saws, forklifts, tractors, and all other motorized vehicles).

**3.1.8.3** Contractor shall ensure that Custodial Personnel have completed the annual blood borne Pathogen (BBP) training as identified in OSHA BBP 1910.1030. All drivers transporting laboratory specimens from the facility to Fort Detrick require specimen transport training that will be provided by facility Environmental Safety Office.

# Part 4

#### Environmental/Safety/Fire/Access Control Procedures

**4.1** <u>Environmental Protection</u>: The contractor is accountable to comply with Local, State, Federal laws pertaining to the environment in effect at contract award and enacted and put into effect during the performance period. Examples of some of the hazardous substances which may require environmental action are: asbestos, CFCs, lead, PCB, mercury, waste water, water, furnace emissions, vehicle emissions, VOCs, oil, waste oil, pesticides and herbicides. These examples constitute the most significant volume of materials for which the contractor has environmental accountability. There may be other substances that require environmental action as new laws become effective. All of the facilities operated and maintained by the Contractor may be inspected by local, state or federal Inspectors. The contractor shall pay all environmental fines and penalties attributable to contractor negligence.

**4.2** <u>Emergency Fire Procedures:</u> The Contractor shall apprise employees of the fire hazards of the materials and processes to which they are exposed. Upon initial assignment, the Contractor shall review with each employee those parts of the fire prevention plan that the employee must know to protect the employee in the event of an emergency, including the viewing of the facility Evacuation Video. According to established procedures, the Contractor shall regularly and properly maintain equipment to prevent accidental fire or emergencies.

**4.3** Annual safety/fire inspections will be conducted by the facility Environmental, Safety and Health (ESH) Directorate or the Fire and Emergency Services to ensure proper operation of all safety and fire equipment. Emergency Fire Procedures training shall include the following:

Use of fire extinguishers - when appropriate and how to use them

Alarms – where they are and how to use them

Evacuation procedures - routes and assembly areas

**4.4** <u>Fire Safety</u>: Comply with AR 420-90, AR 420-2 and supplements, and with the National Fire Protection Association (NFPA) Codes and Standards. Coordinate with the facility Fire Department to ensure that the regulations, codes, and standards are met.

**4.5** <u>Safety:</u> The Contractor shall comply with all applicable federal regulations under the Williams-Steiger Occupational Safety and Health Act of 1970. The Contractor shall maintain safety and health standards consistent with all applicable Federal, state, local, and OSHA regulations. The contractor shall comply with Public Law 91-596 "Occupational Safety and Health Act of 1970 (OSH Act)." The Contractor shall comply with all policies and regulations under the facility Environmental, Safety and Health Management System (ESHMS).

**4.6** <u>Mishap Reporting</u>: The Contractor shall ensure Contract employees are adequately trained initially to prevent mishaps, injury and illness. All mishaps, injuries and illnesses shall be reported to the Environmental, Safety and Health Directorate on the Contractor's Accident Reporting Form or on the Government Occupational Injury/Illness/Incident Report Form.

**4.7** <u>Medical</u>: The Contractor shall maintain a log of all-occupational injuries and illnesses to comply with 29CFR1904. Within six working days after receiving information of an occupational injury or illness, appropriate information concerning such injury or illness shall be entered on the log. The Contractor shall submit to the COTR a copy of the report on each job-connected injury.

**4.8** <u>Police and Fire Protection</u>: The Contractor shall notify the appropriate office for emergency services and shall cooperate with all police and fire programs, drills, and instructions.

**4.9** <u>Access Control</u>: The Contractor shall ensure access control by locking or unlocking the areas or facilities for which the Contractor is responsible. In the event the security/police discovers a Contractor area unsecured or responds to an alarm during non-duty hours, the Government will contact the COTR who will in turn contact the Contractor's point of contact to secure the area and/or inform the COTR of the results of the alarm response. The Contractor shall report any security violations to the COTR immediately.

# Part 5 Security Requirements Moved to Section H – Special Contract Requirments

#### Part 6

#### **Specific Tasks**

#### 6.1. Custodial Support Services

#### 6.1.1. Definitions

a. Daily Use Areas are considered areas that are used daily.

b. Occasional Use Areas are considered areas that are used for special events, exercises or contingency use. Contractor shall ensure these areas are kept cleaned by conducting a walkthrough of these areas, at a minimum, of bi-weekly to ensure areas are not in need of custodial services. Occasional Use Areas shall be kept cleaned and ready for any type of special event (announced or unannounced). The contractor will have a four (4) hour reaction time for unannounced special events.

c. Additional/Emergency Services are requests from the COTR to complete tasks assisting with the health and cleanliness of the building that may not be specifically covered under the contract. Tasks may include water extraction and carpet cleaning services in response to water leaks, or extra cleaning or services in response to an unexpected circumstance (leaking sinks or run over of toilets, bodily secretions, etc). Contractor shall respond immediately of an emergency service requirement.

#### 6.1.2. Basic Service

The basic services for all applicable areas are described below. Each task is to be performed utilizing best industry practices. If cleaning will affect office workers (window cleaning, blind cleaning, extensive vacuuming, etc.) signs shall be posted on tack boards notifying tenants of cleaning schedule, so they can accommodate easier access to areas.

a. Uncarpeted Floors: Floors are to be slip resistant, clean and free of debris, foreign matter, water streaks, mop marks, and present an overall appearance of cleanliness. All surfaces, baseboards, and corners are to be clean and dry. The finished area should have a uniform high luster. Walls, baseboards, and other surface shall be free of splashing, finish residue and markings from the equipment. Epoxy floors are not to be buffed or waxed – just swept and mopped. Asbestos containing floor tiles cannot be sanded or buffed, only wet stripping methods should be used with low abrasion pads at speeds below 300 rpm. Report broken floor tile to the Asbestos Containing Material (ACM) Manager and follow the facility ACM Management Plan (AMP).

#### b. Carpeted Floors:

1) Vacuuming: Rug and carpet surfaces are to be free of dirt, dust, and other debris. A water pickup vacuum will be utilized to extract water when necessary.

2) Spot Cleaning: Rugs and carpets shall be maintained clean and free of

smudges, odors, stains, spillages, or other substance buildup. There will be no evidence of fuzzing due to harsh brushing, and carpet pile shall be restored to its original form.

3) Carpets: Carpets shall be deep cleaned no less than once per year. Contractor shall coordinate and schedule carpet cleanings for individual RRMC and Tenant offices.

4) Area Rugs: Area rugs and entrance mats shall be maintained to be free of dirt, debris and stains. There also should be no debris, dirt located under the rugs or mats.

#### c. Surfaces:

1) Metal: Surfaces shall be clean, bright and polished to a uniform high luster.

2) Wood: Surfaces shall be clean and free of soil substances, dust, streaks, smudges, and spots. Periodic polishing shall be performed to maintain a high luster.

3) Glass, Mirrors, and Pictures: All glass is to be clean, disinfected and free of dirt, grime, dust, streaks, watermarks, and spots. Surface shall not be cloudy. Surfaces shall be cleaned on both sides of all interior and plate glass, including spandrel glass, lobby glass, atrium glass entrances and vestibule doors.

4) Walls, Windowsills, and Thresholds: Surfaces shall be clean and free of dirt, smudges, dust, spots, stains, and discolorations.

5) Venetian/Vertical Blinds: Both sides of blind slats, cord tapes, and valances shall be free of dust and cobwebs.

6) Ceilings: Ceilings shall be free of cobwebs and removable dust and dirt. Ventilation diffusers shall be free of accumulated dirt, dust or other debris. Light lens covers shall be free of cobwebs, stains, insects, and other debris when possible.

d. Entrances, Lobbies, Main Corridors: These are areas of high visibility and special attention should be given to these areas. These areas shall be policed at a frequency to maintain a clean appearance at all times using the aforementioned guidelines. Commonly touched areas (counters, door knobs, and railings) shall be disinfected regularly to prevent spread of disease.

#### e. Elevators:

1) Surfaces: Interior and exterior surfaces are to be clean and free of smudges and present a uniform high luster. Interior cab lights shall be cleaned.

2). Floors: Floors shall be maintained clean and free of debris.

3). Floor Tracks: Floor tracks are to be clean and free of dirt, grime, grease, and debris.

f. Restrooms, Locker Rooms, Showers, Water Fountains, Fitness Rooms

1). Wet Mop: Floors shall be disinfected and shall be slip resistant and free of dirt, water streaks, mop marks, debris, and shall have a uniform high luster. There shall be no obvious sign of dirt or build up in corners or crevices.

2) Fixtures: All fixtures and surfaces (washbasins, urinals, toilets, shower stalls, fountains, handles railings etc.) shall be clean, disinfected, and bright with no obvious dust, stains, streaks, soil, rust, mold, hard water deposits, encrustation or excess moisture.

3) Dispensers: Refill dispensers including soap, towels, toilet tissue, toilet seat covers, etc. with a frequency necessary to meet the needs of the occupants for the time until the next service period.

4) Receptacles: Wastebaskets and sanitary napkin receptacles shall be emptied, cleaned, disinfected, and new bags inserted.

5) Exercise Equipment: All equipment shall be disinfected and free of perspiration, lotion, and dust. Contractor shall ensure that the cleaning wipes are replenished when empty.

6) General Requirements: There shall be no sign of obvious dust, soil substances, stains, marks, drips or dirt on floors, walls, mirrors, stalls, fixtures, countertops, and metal surfaces. These areas shall present a clean and sanitized appearance and shall be maintained odor free. The Contractor shall comply with Occupational Safety and Health Administration (OSHA) 29 CFR to include being Blood Born Pathogen (BPP) Compliant.

g. Stairways and Landings: All surfaces and floors shall be free of dust, dirt, spillage, trash, and other removable soil substances.

h. Vending Areas: These areas shall be kept clean and show no signs of obvious trash or debris. The floors and surfaces shall be maintained and disinfected in accordance with the aforementioned performance requirements. The vending machines surfaces shall be disinfected and wiped down completely. The tops of machines shall be dusted regularly.

#### 6.1.3. Ramps and Entrances:

a. Policing: These areas shall be maintained to ensure that trash, debris, and other discarded materials do not accumulate. Frequent policing may be required. Work area includes removal of all debris within ten (10) feet of all outside building entrance ways.

b. Designated Smoking Areas: Police designated areas as needed during the day to maintain a clean appearance. Discarded material shall be removed from the waste and ash receptacles.

c. NOTE: When exterior cleaning or policing is being performed, persons shall use all safety equipment and procedures required in OSHA 29 CFR 1910.1030. The Contractor shall fully train all employees designated to perform these services using OSHA standards.

# 6.1.4. All Other Interior Space (Not Specifically Identified Elsewhere in the PWS)

a. General Requirements: All space within the buildings shall be clean in accordance with the performance requirements specified herein and show no signs of negligent custodial practices. Room furnishings and walls shall be free of obvious dirt, dust, cobwebs, and stains. Floor surfaces shall be maintained clean and free of dirt, soil substances, and debris. All hard finished surfaces shall present a uniform high luster, free of spots, scuffmarks, and spillages. In dusting of horizontal spaces, desk type items shall not be disturbed, but dust shall be removed from the surrounding area. Tenants requesting thorough desk cleaning will be required to clear all items from the desk.

b. Hand Sanitizers: Fill wall mount hand sanitizer dispensers and replenish desk top dispensers as needed.

c. Safety Signs: For the safety of the employee and visitors safety signs shall be provided by the contractor for areas that may be slipping hazards due to wet floors.

# 6.1.5. Trash/Solid Waste Disposal/Removal:

Extent of Work; the Contractor shall furnish all necessary labor, equipment and supervision to provide solid waste disposal services except GFP. Bags of trash, debris or recyclable material shall not be left in the public areas. Overflow of trash from containers shall be picked up from the area surrounding the collection area. The Contractor shall comply with OSHA 29 CFR. The facility is responsible for providing the dumpster services, to be used as the collection point by the custodial contractor. All trash collected in the facilities will be deposited in the dumpster type trash containers.

Contractor shall empty compacted trash bags from the compactors, cleaned and maintained as required. Contractor shall replace interior refuse dumpsters at a minimum daily or as needed (except weekend and Federal Holidays) with clean dumpsters located at the dumpster pad by

using the Government provided forklift. Compactors must be emptied late on the working day on Fridays and dumpsters replaced with clean dumpsters. The driver must have the appropriate OSHA training and certification to drive a forklift.

Contractor shall pick up plastic, aluminum and glass from recycle containers located throughout the facility and dispose in the Recycling Dumpster designated by the facility and replace recycle containers with clean liners. The Contractor shall maintain recycling containers that they are free of residue, holes, odor, vermin or foreign matter that may cause personal injury or damage to the building.

The Contractor shall pick up the paper from the recycling bins provided by the facility as they get full. The recycling bins will be located in the facility employees offices. The contractor shall delivery the paper to a location identified by the COTR to be recycled.

Contractor shall remove cardboard from interior recycle bin and transport to the maintenance facility. Contractor shall compact and stack cardboard to be picked up by the Government.

Contractor shall remove metal from interior recycle bin and transport and place in exterior metal recycling dumpster and compact with a Government provided backhoe.

Contractor shall place unwanted pallets outside the Government provided storage trailer.

The Government will be responsible for transporting the above recyclables to a recycling center.

#### 6.1.6. Linen Services:

The Contractor shall collect, separate, bag and deposit soiled laundry from designated areas inside the facility. The Contractor shall contact the supply office to coordinate delivery of the laundry accompanied by a Laundry List (DA Form 1974) for cleaning. All soiled laundry is to be laundered by a Government Service Provider. The contractor shall not launder any linen with the washing machines located in the facility. The Contractor shall not permit soiled laundry to accumulate in the facility. Soiled laundry shall be turned in within 24 hours on the next normal business day. The Contractor shall use the government provided vacuum packing machines and supplies to individually package linen sets (newly purchased linen and laundered linen). The COTR will provide the contractor the various counts that are to be vacuum packed and identify the designated areas the packages are to be placed.

# 6.1.7. Contractor Furnish Equipment and Supplies:

a. The Contractor shall furnish all gear and equipment necessary to perform the specified work such as; but not limited to, vacuum cleaners, buffing machines, buckets, mops, brooms, brushes, signs (Caution Wet Floor), waxing gear, maid's carts and equipment. Dust cloths, cleaning cloths, and other items are considered equipment and shall be furnished by the contractor. Printed safety cones and signs shall be used with warning

decals measuring 8 inches x 8 inches that spells out a specific hazard. Safety cones or signs shall be removed after a period of two (2) hours.

b. The Contractor shall supply at a minimum the following cleaning chemicals to perform work defined in the contract. These items will meet or exceed the specifications of the Environmentally Preferable Products and Green Seal Product Standards listed below. All cleaning chemicals must be approved by the COTR, Environmental, Safety and Health; and Fire and Emergency Services.

- 1. Floor Wax and Emulsion Finish
- 2. Wax Remover and Cleaner, General Purpose
- 3. Carpet Shampoo Concentrate
- 4. Concentrated Synthetic Neutral Detergent

**6.1.8.** Locked and/or Non-Serviced Rooms: Some rooms in the Facility are locked for administrative reasons. These rooms will not require services unless left unlocked or a key or pin code has been provided to the Contractor. For the rooms where a key is provided, the contractor will lock the door and turn off the lights prior to leaving. The Contractor shall sign for keys and follow appropriate key control requirements.

# 6.1.9. Notification on Premises:

a. The Contractor shall place an "Out of Order" sign on any plugged toilets, sinks or drinking fountains and report it to the Facility Maintenance Office and the COTR.

b. The Contractor shall ensure that all lights are turned off after each room or area has been serviced that the contractor turned on.

**6.1.10. Prevention of Common Cold and Diseases:** The purpose of "prevention" mode cleaning is to reduce the risk of the spread and transmission of flu viruses which may be present on surfaces in the building. To be effective, special attention is to be given to highly touched environmental surfaces such as hand rails, tables and counters in lunch rooms and common areas, the employee showers in the restrooms, sink fixtures and counter tops, light fixtures, doorknobs, door panels, restroom dispensers (soap, towel, tissue, sanitary-napkins, hand, etc.), phones, elevator buttons, counter tops of public areas, to just name a few. When notified by the KO, the Contractor shall implement the following additional "prevention mode" cleaning procedures:

Contractor shall use Government provided EPA registered disinfectants or cleaning/disinfectant products with demonstrated (proven) virucidal claims against flu viruses, check the manufacturer's instructions on "spectrum of action" and method of use (dilution, contact time, etc.). If using a product labeled only for use only as a disinfectant, those surfaces will require being cleaned first. Bleach solutions are not to be used because of the potential for harm to surfaces and finishes and for employee exposure.

a. Launder or replace potentially contaminated cleaning cloths and sponges between cleanings.

b. Wear appropriate protective equipment that includes gloves and splash protection (a face mask to prevent droplets containing flu virus from entering the eyes, nose or mouth while cleaning).

c. Renew bathroom and common room supplies frequently: soap, paper towels, hand sanitizer.

d. At a minimum once a day thoroughly clean/disinfect all surfaces that are touched by the hands these include:

1. Doorknobs, light switches, elevator buttons, remote controls, and handrails, telephones in common areas (conference rooms, break area, lobby, etc.)

2. Common area tables, chairs, counters, sinks microwaves, refrigerator doors and handles and vending machines

3. Conference Rooms tables and chairs

4. Restroom surfaces (counters, sinks, dispensers, etc.) and fixtures

5. Lobby area desk, tables and chairs

6. Drinking water fountains

7. All hard surface floors must be mopped with neutral disinfectant cleaner.

Note: Do not spray any liquid cleaning solution directly into/onto any electronic items, key pads, such as phones, elevator key pads, light switches, etc. as it could cause damage. For the electronic items spray aerosol disinfectant.

# 6.2.Dining Facility Services

# 6.2.1. Types of Meal Services

#### A. Regular Full Service Dining Facility Service

The contractor shall prepare a full service Breakfast/Lunch during normal workdays identified IAW the PWS (paragraph 0002.8).

Regular Full Service Dining Facility Meal Serving Hours.

a. Monday thru Friday (to **<u>EXCLUDE</u>** Holidays except Thanksgiving Lunch)

- 1. Breakfast: 0630 0830
- 2. Continental Breakfast: 0630-0900
- 3. Lunch: 1100 1300
- 4. Thanksgiving Lunch: 1100-1300

#### B. Weekend and Holiday Short Order Service - Up to 100 Meals

The contractor shall prepare short order Breakfast and Lunch for Saturdays, Sundays and Holidays identified IAW the PWS (paragraph 0002.8) for a headcount up to 100 people

Weekend and Holiday Short Order Meal Serving Hours Breakfast: 0630 – 0800 Continental Breakfast: 0630 – 0900 Lunch: 1100 – 1230

C. Expanded Short Order Weekend/Holiday Meal (Additional 50 Meals) Additional Short Order Meals in 50 lot increments above the 100 meals in 6.2.1.B

#### D. Full Service Weekend and Holiday Meal Service - Up to 100 Meals

The contractor shall prepare full service Breakfast and Lunch for Saturdays, Sundays and Holidays identified IAW the PWS (paragraph 0002.8) for a headcount up to 100 people

Weekend and Holiday Full Service Meal Serving Hours Breakfast: 0630 – 0800 Continental Breakfast: 0630 – 0900 Lunch: 1100 – 1230

#### **E. Expanded Full Service Weekend/Holiday Meal (Additional 50 Meals)** Additional Short Order Dinner Meals in 50 lot increments above the 100 meals in 6.2.1.D

# F. Full Service Dinner Meal – Up to 200 Meals (Option)

The contractor shall prepare a full service dinner meal identified IAW the PWS (paragraph 0002.8.)

Full Service Dinner Meal Serving Hours: 1630 – 1800

The COTR will notify the Contractor at earliest point the Government's requirement is established, but no less than four (4) hours prior to the serving period.

# G. Expanded Full Service Dinner Meal (Additional 50 Meals)

Additional Full Service Dinner Meals in 50 lot increments above the 200 meals in 6.2.1.F

# H. Short Order Dinner Meal – Up to 100 Meals

The contractor shall prepare a short-order dinner meal identified IAW the PWS (paragraph 0002.8.) Short Order Dinner Meal Serving Hours: 1630 – 1800

The COTR will notify the Contractor at earliest point the Government's requirement is established, but no less than four (4) hours prior to the serving period.

# I. Expanded Short Order Dinner Meal (Additional 50 Meals)

Additional Short Order Dinner Meals in 50 lot increments above the 100 meals in 6.2.1.H

# J. Short Order 4<sup>th</sup> Dinner Meal – Midnight Meal – Up to 100 Meals

The contractor shall prepare a full service dinner meal identified IAW the PWS (paragraph201.8.) The COTR will notify the Contractor at earliest point the Government's requirement is established, but no less than six (6) hours prior to the serving period.

# <u>K. Expanded Short Order 4<sup>th</sup> Dinner Meal – Midnight Meal – (Additional 50</u> Meals)

Additional Short Order 4<sup>th</sup> Dinner Meals in 50 lot increments above the 100 meals in 6.2.1.J

**6.2.2. Specific Personnel Requirements:** Personnel shall maintain compliance with sanitation and food safety standards as stated in TB MED 530. All employees handling food shall be trained in food safety and sanitation in accordance with their job performance level as stated in TB MED 530 and AR 30-22 to include personnel receiving food at the RDF.

**6.2.3. Dining Facility Administration**: Contractor shall perform daily dining facility administration functions using basic office and automated food service data processing equipment. Contractor shall conduct monthly physical inventories of subsistence and expendable

and non-expendable supplies and equipment for input into automated food service data processing equipment. Contractor shall create deposit in OTC NET for COTR to approve deposit and perform cash turn-in.

**6.2.4.** Storage and Rotation of Subsistence. The Contractor shall transfer subsistence and expendable supplies and equipment from the bulk storage areas and place them in the kitchen work areas, freezers and refrigerators, and storage cabinets.

**6.2.5. End of Day Dining Facility Closure.** Contract employees are responsible for securing the dining facility IAW established procedures.

# 6.2.6. Government Furnished Subsistence

The Government will furnish all subsistence items through a food distribution contractor (prime vendor) and local vendors; e.g. bread, milk, soda, ice and ice cream; that will make scheduled deliveries to each dining facility. Vendors are required to off load items on the load dock. Prior to start of performance, the Government will furnish a delivery schedule for the dining facility. Subsistence is GFP and must be accountable until consumed.

a. The Contractor shall receive, inspect, and store subsistence items in accordance with (IAW) Chapter 13, FM 10-23-2, AR 30-22, DA Pam 30-22, TB MED 530.

b. The Contractor shall initiate Subsistence Vendor Contract Discrepancy Complete SVCDR IAW DA Pam 30-22.

c. The Contractor shall store perishable subsistence received within 30 minutes of receipt

d. The Contractor shall maintain subsistence inventories. Inventory level in each dining facility equals to or is less than the dollar value of 4 times the average daily earnings (1 day of inventory on-hand plus a 3-day delivery calculated based on the average daily earnings). IAW AR 30-22.

e. The Contractor shall notify the Veterinary Activity upon discovery of food that has exceeded the expiration date.

**6.2.7. Government Provided Services:** The Government will furnish: telephone lines dedicated for transmission of AFMIS automated data; laundry service for curtains/tablecloths; grease and refuse collection; grease interceptor cleaning; grease disposal; food service sanitation support; veterinary support (food inspection), pest control services.

a. Food Management Assistance Team (FMAT) Visits. A Dept. of the Army, FMAT or a contracted food sanitation inspector may evaluate individual dining facilities to determine effectiveness and efficiency of the overall installation food program.

b. Expendable/Durable Supplies. The Government will maintain an inventory of expendable and durable supplies identified at TE 2. The Contractor has the option of either use paper products or manually washing dinnerware upon power or mechanical failures.

c.. Decorative Materials. Display Government provided decorations for Thanksgiving and Christmas.

# 6.2.8. Full Food Service Performed at the Facility

Menu Planning:

The Contractor shall plan menus for regular, short order, fitness (low calorie), special meals to meet the following performance requirements IAW FM 10-23-2, AR 30-22, DA Pam 30-22.

a. Regular Breakfast Menu: 2 assorted fruit juices 5 assorted fresh fruits (bananas daily) 1 hot cereal 6 whole grain cold cereals (3 with sugar coating and 2 foliate 100% fortified) 1 meat item rotated daily, bacon and cream beef daily Pasteurized eggs to order, including assorted omelets and cholesterol-free eggs 2 starches (potato item daily) Pancakes, French toast or waffles 2 breakfast pastries - raised or cake donut and sweet roll or pastry item Whole grain muffin; 4 assorted breads, biscuits, bagels and English muffins Hot (fresh baked) biscuits, rolls or muffins offered (5) breakfasts a week Butter and margarine Coffee: tea: milk Low fat yogurt and required fitness menu items (see below) Condiments - 2 jams or jellies, peanut butter, and low-fat cream cheese b. Regular Lunch and Dinner Menu: 1 soup – cream or broth 2 meat entrees (1 baked, roasted or broiled) with appropriate sauces or gravies 2 starches (potato item daily) 2 cooked vegetables - dark green or deep yellow Salad bar and 3 pre-portioned salads (not including short order items) Assorted dressings - 2 fat-free or low calorie, vinegar and oil 2 seasonal fresh fruits varied between the lunch-dinner meals 4 desserts - 2 of which shall be pie, cake or pastry items and 2 of which shall be fitness oriented, e.g., chilled fruit, frozen yogurt, gelatin or pudding 3 assorted breads - 1 whole grain loaf and 2 others - hot rolls, combread, garlic bread or Biscuits (hot biscuits, rolls or muffins offered at least (5) lunch and (5) dinner meals per week) Butter and margarine, jams, jellies

Variety of hot and cold beverages – coffee, tea, water, juice, carbonated drinks and milk Appropriate condiments – butter, margarine, jams and jellies

c. Lunch & Dinner Short Order Menu:
1 soup –cream or broth
Chili con carne
6 different sandwiches or meat entrees – 3 grilled, 2 cold deli and 1 low fat entrée daily (hamburgers, cheeseburgers and hot dogs each meal)
3 starches - French fries, onion rings and assorted chips
Appropriate condiments – butter, margarine, jams and jellies
Salads, desserts, and beverages shall be the same as offered for the regular lunch and dinner menu

d. Salad Bar Menu: Leafy green salad with 10 fresh toppings
Lettuce, tomatoes, carrots, cucumbers and 6 additional vegetables rotated daily Cooked egg
Breadcrumbs (croutons)
Bacon bits
Cheese
Cottage cheese
Lemon slices
Parmesan and Romano cheese
7 dressings; 5 regular, 2 low fat/no fat; in addition to oil and vinegar

e. Fitness (Low Calorie) Menu:
500 calories for regular meals
450-650 calories per short order meals
1900 calories per day total for both regular and short order meals
Fitness menu shall offered in conjunction with the regular and short order meals

f. A la Carte Menu:
Standard breakfast, lunch and dinner items
Standard short order and fitness items
Seasonal items - either cyclic or a rotational basis
Main entrees shall include a combination and variety of low and high priced items
One low priced entrée, starch, vegetable and fitness item offered at lunch and dinner daily
(Low priced items shall vary between high fat and high sodium; e.g., fried foods and preserved meats)

g. Carryout Menu:
Regular and short order menu items
Commercially prepared meals (pre-packaged vendor sack lunches)
Meals prepared in advanced using in-house ingredients

h. Special Menus:
 Appropriate items to support ethnic meals, super suppers, theme meals, organizational events and holiday meals (in addition to Thanksgiving and Christmas)

i. Short Order:
3 grilled entrées; hamburgers, cheeseburgers and hotdogs
2 starches; French fried potatoes and onion rings
Appropriate condiments to include 1 reduced fat (mayonnaise type) salad dressing

j. Midnight (4th Meal) Menu: (When Required) 1 soup – cream or broth 2 meat entrees (1 baked, roasted or broiled) with appropriate sauces or gravies 1 breakfast meat - bacon, sausage, creamed beef, ham or steak 3 grilled items - Pancakes, waffles and French toast 2 starches (potato item daily) 2 cooked vegetables - dark green or deep yellow Short order stated above Salad bar menu stated above 6 whole grain cold cereals (3 with sugar coating and 2 foliate 100% fortified) 4 assorted breads – 3 whole grain and 1 other - hot biscuits, rolls, cornbread, garlic bread hot biscuits, rolls combread or garlic bread offered at least 5 midnight meals per week 1 specialty bread - bagel, biscuit or English muffin 1 breakfast pastry 4 desserts - 2 of which shall be pie, cake or pastry items and 2 of which shall be fitness oriented, e.g., chilled fruit, frozen yogurt, gelatin or pudding 2 seasonal fresh fruits - banana and 1 other 2 fruit juices – orange and 1 other 3 varieties of yogurt Appropriate condiments – butter, margarine, jams and jellies Variety of hot and cold beverages – coffee, tea, water, juice, carbonated drinks and milk

k. Develop caloric values of menus IAW AR 30-22

**6.2.9. Food Preparation.** The Contractor shall provide food preparation service for all menus to meet the performance requirements below:

a. Prepare items specified on the following menus: fitness, carry out (box lunches), special, midnight and A la Carte items IAW TB MED 530, AFMIS TM 10-412, FM 10-23-2 and menu standards listed at paragraph #14 above.

b. All food items shall be merchandised and individually priced per serving.

c. The regular menu shall be served at a rate of 5 diners per minute, per line.

d. The short order menu shall be served at a rate of 5 diners per minute, per line.

e. There shall be a minimum of 2 items from each food group available for service throughout the meal serving period.

f. Self-service items shall be available for diners without delay.

g. Serving lines are set up no earlier than 15 minutes prior to the schedule start of the meal period.

h. Breakdown of the serving lines begins within 15 minutes after last dinner is served, and completed within 60 minutes.

i. Caloric values are posted on all items prior to the schedule start of the meal serving period on hallway wall outside of Dining Facility.

**6.2.10. Headcount/Cashier**. The Contractor shall provide headcount/cashier service to meet the performance requirements below:

a. The Contractor shall perform headcount and control entry IAW AR 30-22 and DA Pam 30-22. Headcount/Cashier instructions and forms shall be maintained at each cashier station.

b. Maintain change funds The Contractor shall ensure that adequate change is immediately available for cash customers.

**6.2.11. Dining Room Service**. The Contractor shall provide dining room service to meet the performance requirements below:

a. Prepare, maintain and clean dining areas IAW TB MED 530.

b. Appropriate condiments shall be available on the tables and dedicated serving area.

c. Condiment containers and napkin holders shall be visible clean and contain product.

d. Dining areas shall be cleaned prior to the scheduled start of the meal period and prior to closing for the day. Dining area and furniture shall be visibly free of dirt, grease, residue and food particles.

e. Clean dining room tables, chairs, booths (including chair legs, rungs and framework) walls, baseboards, doors/doorframes, TV's, pictures, wall art and light fixtures

f. Clean spills and remove soiled dinnerware occasionally left by diners

g. Provide clean dinnerware. Dinnerware shall be protected from cross contamination and shall be visibly free of grease, food particles and foreign matter prior to the start of the scheduled meal period.

**6.2.12. Food Service Equipment and Utensil Cleaning**. Clean food service equipment and utensils to meet IAW TB MED 530.

a. Clean all non-food contact surfaces.

b. Clean and sanitize all food contact surfaces.

c. Clean/sanitize equipment and utensils as applicable using mechanical, manual or the in-place method. Equipment and utensils shall be clean to sight and touch. Air-dry equipment and utensils after items have been cleaned and sanitized.

d. Protect clean and sanitized equipment and utensils from contamination between uses.

e. Notify the COTR in the event of power or mechanical failures and when the final rinse contact temperature in dishwashing machines cannot be maintained at 160°F.

f. Provide single use dinnerware when mechanical or manual cleaning/sanitizing cannot be maintained; i.e., mechanical or electrical failures.

g. Drain, clean, filter and replace fat/oil in fryers. Oil shall be free of food particles and a strong odor upon start of cooking each day and does not cause food to smoke during the cooking process. Used fats/cooking grease shall be disposed in government provided containers.

h. Clean and sanitize storage compartments of ice making machines.

**6.2.13. Facility Maintenance and Sanitation**. Perform the following tasks as part of the daily operating costs IAW TB MED 530:

a. Clean floors and floor coverings in all areas . Floor areas, entry mats and non-slip mats shall be visibly clean at the scheduled start of each meal period and prior to closing for the day.

b. Wax and buff floors. Floors shall be visibly free of dirt, gum, grease, streaks, scuffmarks, mop strings, old wax build-up and have a smooth gloss finish. Epoxy floors are not to be buffed or waxed – just swept and mopped. Asbestos containing floor tiles cannot be sanded or buffed, only wet stripping methods should be used with low abrasion pads at speeds below 300 rpm.

c. Clean exhaust hoods and filters to prevent accumulation of grease and oily sludge. Filters shall be visibly free of food particles, grease, and oily sludge following cleaning.

d. Clean walls, ceilings and doors. Walls, ceilings and doors shall be visibly free of dust, dirt, grease and food particles.

e. Clean loading docks and refuse storage area. Outside areas and 10 feet surrounding dumpsters shall be visibly free of trash, cigarette butts, raw food/ingredients, food waste, and foreign matter at the scheduled start of the lunch meal serving period.

f. Floor Stripping. Strip, clean, wax, and buff floors. Floors shall have a smooth gloss finish and gum, grease, streaks, and shall be visibly free of scuffmarks and wax build-up. Epoxy floors are not to be buffed or waxed – just swept and mopped. Asbestos containing floor tiles cannot be sanded or buffed, only wet stripping methods should be used with low abrasion pads at speeds below 300 rpm.

g. Carpet Shampooing, Vacuum and shampoo carpets and mats. Carpet shall be free of dirt, food particles, stains, and foreign matter.

h. Conduct effective integrated pest management reporting, deficiencies to Operations and Maintenance Division and tracking corrective actions.

#### 6.2.14. Discard garbage, refuse and grease.

a. Garbage, refuse and grease shall be disposed of within 2 hours following the end of each scheduled meal serving period and prior to closing for the day.

b. Clean grease traps. Grease traps clean and free of accumulations of grease, scum and residue prior to the first dishwashing operation of the day.

c. Empty and clean garbage containers. Garbage cans shall be emptied, cleaned and new liners installed following each scheduled meal period. Recycle containers shall be cleaned after they are emptied.

d. Recycle cardboard, office paper, newspaper, glass, plastic, tin cans, and aluminum (cans, containers and foil). Recycle containers are emptied when full. Recycle containers shall be cleaned after they are emptied.

# 6.2.15. A LA CARTE MENU PRICING

a. Pricing the Menu. The AFMIS Master Menu File, Inquiry Function, shall be used as a planning tool to individually price all menu items. All menu items shall be price for sales, both at a discount and a standard meal price, and entered into the cashier register system initially and upon change. Prices shall be changed on a quarterly basis and

entered in the cash register system by the 10th of the month, after receipt of the adjusted item costs. A record of the method used to determine all item pricing shall be maintained in the dining facility for 90 days. Additional cost to cover the expenses of disposable paper products for carry out service is not authorized. Fixed price holiday meals, Thanksgiving and Christmas shall be the DOD published rates. Additional funds are not authorized when the DoD meal rate is less than the cost of food.

b. Discount Selling Price. To calculate the discount selling price the recipe ingredient cost is multiplied by 20% for condiments, garnish, waste and kitchen supplies, which is added to all recipes. To figure the cost of an item, divide the total cost of the recipe by 100 to determine the individual serving cost. Multiply this cost by 1.20 (condiment cost) and round up or down to the nearest nickel to determine the discount-selling price.

c. Standard Selling Price. To calculate the standard selling price the discount-selling price (recipe cost plus 20% condiment factor as explained above) is multiplied by the operating rate factor (published in DA message each year) and rounded up or down to the nearest nickel. The operating costs, as determined by the DA operating rate factor, shall be added to the discount-selling price in a manner similar to sales tax.

d. Example of Calculations. A recipe of one hundred servings of baked chicken cost \$70.00. Divide the \$70.00 by 100 servings to determine the individual cost per serving of .70 cents. Multiply the .70 cents by 1.20 (condiment costs) to obtain .84 cents and round up to .85 cents. This is the discount-selling price of one serving of baked chicken. Now determine the standard meal selling price by multiplying the discount selling price of .85 cents by 1.33 (1999 Operating Rate Factor) to obtain \$1.1305 and round down to \$1.13. This is the standard meal-selling price.

e. Price Averaging. Selling prices for similar food items; e.g. vegetables, deserts, soups, starches, beverages, etc. may be averaged. Items that are significantly more expensive than the average price should be priced separately (e.g., asparagus versus green beans). Price averaging issued to encourage the selection of a wider variety of foods and speed meal services.

f. Salads. Salads may be priced pre-plated, individually priced (salad plates and chefs salads) end by price averaging. The cost per pound of each salad item or ingredient (including dressing) on a salad bar is used to compute an average price per ounce. The selling price under this method is based on the size of the salad dish or bowl used by the diner. Be aware that customers can creatively "build" salads, which could be much more expensive than originally computed for an average price. In such cases, care should be taken to insure that actual self-serve portion sizes are used in the calculation.

g. Pricing by Weight. Menu items; e.g., soft serve ice cream/yogurt, salads, deli sandwiches, and soup may be priced by weight. The portion is weighed on scales attached to the cash register. Based on an average price per ounce, the total price of the item is calculated by the cash register. This option yields the highest accuracy because the customer pays exactly for what he/she takes.

h. Pricing Daily Specials. To promote the sale of "fitness" entrees, low calorie and light meals at a standard price for a week is encouraged. For example, a typical lunch special might include, soup, entree, salad (pre-plated), 2% milk, and fresh fruit. Menu choices shall change daily. To calculate the standard selling price for specials for the week the prices of the components of each special must be averaged. Ensure that total monies collected for specials during the week are sufficient to recover the actual cost (including the 20% for condiments) of the food sold as "Specials".

i. Price Reductions. Reduced selling prices (below discount and standard selling prices) are authorized to decrease loss of subsistence (caused by discarding leftovers and forced issues). Prices shall be reduced in cases, beyond the control of the manager, when meals have been planned and prepared for a special group and the group does not show-up for the meal. Items such as roast beef; spaghetti and desserts shall not be reduced in price because of their acceptability as leftovers. The price of any leftover item may be reduced up to 50 % of the standard selling price. The amount of the reduction shall be determined by the manager and posted to the menu for the meal period. Credit for the difference between the regular selling price and the reduced price is not authorized. In addition, reduce selling prices are authorized when reduced subsistence (offered at times by TISA and commissary to prevent loss) is purchased for use in the dining facility. In those cases, the selling price of the menu items shall be determined by the purchase price of the subsistence.

j. Fixed Meal Pricing. Meal prices shall be fixed IAW the DOD published meal rates for Thanksgiving and Christmas and other functions designated by the COR.

k. Group Meal Pricing. The meal price for groups shall be predetermined by the total prices of all individual components (including appropriate operating cost) of the meal. Full reimbursement at the standard meal price (includes operating costs) shall be obtained, unless the diner is exempted IAW (3-34, AR 30-22). A record of all sales will be maintained within the dining facility.

**6.2.16.** Cash deposits. The contractor shall use the follow formula to deposit cash when the automated record keeping system malfunctions. To determine the food costs, multiply the total cash by 77% (a given factor). The remaining 23% (a given factor) represents the operational costs. To verify the calculations, add the food costs (77%) to the operational costs (23%) to obtain the amount of the turn-in.

EXAMPLE. To turn-in \$200.00 cash, multiply \$200.00 by .77 (77%) to obtain \$154.00 (food costs). Next subtract \$154.00 from \$200.00 to get \$46.00 (operational costs). To verify the calculations, add \$154.00 and \$46.00, which equals \$200.00.

**6.2.17.** Administration. Contractor shall perform administrative services to meet the performance requirements below:

a. Individually price all menu items for a la carte service and enter selling prices in the cash register system.

b. Update menu boards with menus and selling price of each item.

c. Record the actual amount of subsistence prepared, served, discarded or returned as a leftover.

d. Manage dining facility operations using the AFMIS automated record keeping system IAW with the AFMIS AIS Manual 25-L37-AJK-ATT-EM-4, End User Manual for Army Food Management Information Systems Dining Facility Operations, changes 1 thru 4.

e. Order subsistence to meet menu requirements from the Prime vendor subsistence order and order fresh fruits and vegetables through the Defense Subsistence Office.

f. Maintain files, current publications, forms, SOPs, training records and infrequent cleaning schedules IAW AR 25-400-2 (The Army Record Information Management System (ARIMS).

g. Receive and account for DD Form 1544, Cash Meal Payment Book.

#### 6.2.18. Reports

a. The Contractor shall deliver reports listed on TE 4 when required by the COTR.

b. The Contractor shall perform manual accounting and data collection when minicomputers or AFMIS fails.

c. The Contractor shall enter manual generated data in AFMIS. Manual headcount documents shall be dated, time stamped and entered manually within 48 hours once AFMIS is back on line.

# 6.3 Roads and Grounds Service (Site R and Site C)

#### 6.3.1. Contract Effort Required:

The majority of Roads and Ground services can be performed during Normal Work Hours, Monday through Friday, but can be performed outside Normal Work Hours upon contractor's discretion to ensure all services are provided as described in the PWS. During the winter season, the contractor shall be available 24/7 by phone for snow removal and/or deicing roadways, parking lots and sidewalks. During normal business hours the contractor shall respond immediately to pre-treat, apply salt/chemical, and for plowing. After normal business hours the contractor shall be onsite within two hours after notification.

# 6.3.2. Contractor Provided Equipment and Supplies

a. Herbicide applicators/sprayers. Contractor shall provide the Environmental, Safety and Occupational Health Office the Material Data Sheets (MDS) for all herbicides/pesticides and other chemicals not provided by the Government prior to bringing them on the installation.

b. Contractor shall be responsible for hauling mowers and other GFP needed to properties outside of the facility using Government provided trailers.

# 6.3.3. Grounds and Surfaced Areas Services

Contractor shall schedule, perform and inspect work; furnish all personnel, equipment, and supplies identified under Contractor provided equipment and supplies; to perform the following Roads and Grounds Services to meet the standards of the PWS.

a. Grass Cutting: The normal grass cutting season is seven months (April through October). Grass around buildings, roadways, fence lines, fire plugs, banks, parking lots and wells shall be maintained at a length between 3.5 and 6 inches. Grass on the Antenna Fields shall be maintained at a length between 5 and 10 inches. Grassy areas shall be free of debris, fallen limbs, rocks, leaves, and grass cuttings.

b. Weed Control: Fence line shall be free of all weeds, noxious and poisonous plants and other vegetation for the purpose of safety, security, sanitation, accessibility, visibility and appearance. There shall be no weeds up against or climbing the fence line. Weeds and grass in between the fence lines shall be no higher than 8 to 12 inches. The fence line on the north side of the facility shall be sprayed with a retardant provided by the facility (from the helipad to the east gate). There is an allowable two feet kill along fence lines from the helipad to the East gate.

Herbicides must be applied by a State of Pennsylvania certified personnel. Contractor shall implement all procedures stipulated within DoDI 4150.07 dated May 29, 2008. All personnel shall meet training requirements identified in DoDI 4150.7-M dated April 1997. Contractor Applicator Certifications shall be provided to the COTR to give to the Environmental, Safety, and Occupational Health Office.

c. Flower Urns and Flower Beds: Plant and maintain government provided flowers, plants, and shrubs in flower urns and beds in identified areas, so they continue to have a presentable appearance.

- 1. In front and behind Schungel Building
- 2. Security Building Compound (at electronic sign)
- 3. Planters in front of Security Building and along road way
- 4. Front of Fire Station
- 5. Flowers around witness tree.

d. Roadways, Parking Lots, Drains and Ditches: Roadways (Facility Roadways other that interior RT road, Waste Water Treatment Plant Road, Cove Hollow Road, South Gate Road) and parking lots shall be free of debris, fallen tree limbs, and large fallen rocks, drains and ditches shall be free of leaves and debris to maximize water flow and eliminate flooding. Contractor shall maintain the gravel roadways to the wells. Contractor shall fill pot holes with Government provided gravel or cold patch when required.

Contractor shall ensure that the centerlines on roadways, lines and handicap markings for the parking spaces are clearly visible by painting the lines and handicap markings with Government provided paint and equipment.

e. Buildings, Fences, and Gates: Contractor shall ensure that areas along buildings, fences and gates are free of leaves and other debris.

f. Trash Receptacles and Cigarette Urns: Outside Trash Receptacles and Cigarette Urns along roadway and in front of buildings shall be emptied daily and clean trash bags placed in Trash Receptacles.

g. Contractor shall fill out the "Adverse Weather After Action Report" and give to the COR & COTR after each inclement weather incident (Snow/Ice Storms, Hurricanes, and Sever Wind Storms).

# 6.3.4. Notification of Needed Repairs

Contractor shall notify the COTR of any down trees, noticeable erosion problems, damages to fence, damages to signs, pot holes in roads, or anything other repairs that may need to be required, that may jeopardize the safety of personnel or the security of the site.

6.3.5. Escort Services: Contractor shall escort drivers for garbage pickup and sewage pickup.

# 6.4 Logistics Support Services

The Contractor shall provide labor support to manage and operate the facility supply management program, warehouse storage program, and various related logistics programs. Services shall be performed throughout the facilities on a daily basis, or as needed throughout the contract year.

# 6.4.1. Logistic Support Services

The Contractor shall provide management and labor to support materiel handling, supply and inventory services, excess materiel, <sup>(b)(7)(E)</sup>

(b)(7)(E) and all other services outlined in this PWS. The contractor shall support day-to -day requirements and contingency operations that may occur at any day and time. The contractor shall participate as an essential operational element of the facility logistic operations.

# 6.4.2. Material Handling

The Contractor shall provide management and labor support services during the extended hours of 6:00AM - 4:30PM, during normal duty days or by exception approved by the COTR, throughout the facility. The Contractor shall provide at least minimal staffing to meet critical mission requirements 6:00AM - 8:00AM and 3:30PM - 4:30PM. The Remote Delivery Facility (RDF)/Schungel Building shall be staffed 6:00AM - 3:00PM during normal duty days. All requests for services shall be processed and documented through the appropriate procedures established by the facility. Material handling services provided under this contract shall include, but are not limited to, the following:

a. Operate all material handling equipment in compliance with Federal (OSHA) and other applicable directives. The Contractor shall be responsible for all damage and loss to GFP as a result of gross negligence and/or abuse by the Contractor. Operator maintenance is the responsibility of the Contractor. Any concerns relating to equipment maintenance and conditions shall be directed to the COR or the designated representatives within 2 hours of discovery or failure.

b. The majority of supplies and equipment are delivered to a warehouse on Fort Detrick, Maryland and received and accepted by Government Personnel. The Contractor shall be responsible for picking up supplies and/or equipment, by Government vehicle, from the Fort Detrick warehouse and delivering them to the RDF at the facility. The Contractor shall unload supplies and/or equipment from the vehicle to the scanner to be scanned by the Pentagon Force Protection Agency (PFPA). The Contractor shall load the supplies and/or equipment onto the Government Vehicle to deliver inside the facility. The Contractor shall unload the Government Vehicle and place supplies and/or equipment in the Government designated location. The Contractor shall obtain copies of all documentation and notify the COTR, of any discrepancies via email or phone immediately. Primary customers for inbound material are Installation Repair Parts Warehouse and the 114th Signal Battalion.

c. For deliveries made directly to facility, the Contractor shall contact a Government Employee within the facility Logistics to inspect, receive and accept the merchandise.

d. The Contractor shall operate, manage, and maintain all established warehouse/storage areas and temporary locations to include but not limited to; RDF, 1N0, 1N0 mezzanine area, bulk storage, cavern F, Clothing Issue Facility (CIF), inner tunnel contingency item storage areas, and portal C/outer tunnel.

e. The Contractor shall receive outbound shipments from customers, assist customers with packaging for outbound transport, assist customers in compliance with shipping requirements, and coordinate with PPD to ensure compliance with outbound security requirements,

f. The Contractor shall receive outbound Test Measurement and Diagnostic Equipment (TMDE). Transfer TMDE to service provider at the RDF and maintain documentation. Process returned TMDE as general inbound materiel.

g. The Contractor shall provide management and labor to accomplish minor moves of equipment within the facility. Minor includes user maintained storage areas. Minor shall be determined by the COTR as requiring less than 8 equivalent man-hours (estimated by the COTR).

h The Contractor shall provide support for material fielding services, equipment distribution, inventory and processing for issue, move support, re-packing, vacuum packing, and storage.

i. The Contractor shall reconfigure special event rooms; set up stages, podiums, flags and other property or equipment in support of official functions. Special events shall be set up a minimum of one hour in advance of the meeting or special event.

# 6.4.3. Supply and Inventory Operation

The Contractor shall manage the supply and inventory processes for the facility in accordance with all applicable laws, regulations, and procedures. This includes, but is not limited to: accepting supply requests from customers, documenting supply and inventory transactions, managing the inventory, and reconciling supply and inventory discrepancies. The main categories of supply include office equipment and supplies, repair parts, subsistence, custodial supplies, clothing, bedding, personal protective equipment (PPE), individual-issue CBRNE items to include pharmaceuticals, and contingency stocks.

a. Accept, process, and document all requests for supplies. On receipt of the requested items, the Contractor shall issue the items and maintain document files.

b. Manage and maintain inventories as required by the facility customers.

c. Manage and perform work associated with the operation and services required herein to assure adequate and timely completion of these services. Included in this function will be a full range of management duties including, but not limited to, work identification and receiving, planning, scheduling, reporting, updating records, life cycle management, maintaining data integrity, stock rotation, packaging, vacuum packing, cataloging, reconciling, establishing and maintaining all records, inventorying, assorted documentation, and excess management.

d. Ensure all documents are maintained according to time frames, and establish applicable directives. The contractor shall conduct causative research for all discrepancies, and take appropriate corrective action with the COTR and Accountable Officer to prevent further occurrences.

e. Maintain and provide physical accountability for contingency stock and CBRNE pharmaceuticals. Utilize appropriate automated systems to systematically report and manage contingency stock and pharmaceuticals.

f. Record all Information in the Contingency Issue Logistics System (CILS), Electronic Turn in Document system (ETID), (MAXIMO), and other facility database systems as required.

# 6.4.4. Excess Property/Material

a. Process excess property in accordance with applicable directives. Manage, publish customer guidelines, prepare and process documentation, handle items, and take other actions necessary to prepare excess property for turn in. Special attention will be given to processing of sensitive and accountable items.

b. Schedule, research, inventory and prepare documentation if required in DRMS/ETID system for property designated for turn in to Defense Reutilization Management Office (DRMO).

#### (b)(7)(E)

(b)(7)(E)

# 6.4.6. Deliverable Reports as Requested by the COTR:

RDF Activity Report
*Vehicle Count
*Skid Count
*Box Count
*114th Held Skid Count
*114th Held Box Count
*Subsistence Delivery Report
Outbound Shipment Report
Commercial Package Inbound Report
*Signature Receipt Report
*Fedex & Ups Shipments
Inventory Status Report
Excess Equipment Report

# 6.5 Transportation Services

**6.5.1. Contractor Responsibilities**: The Contractor shall provide all labor and supervision necessary to provide Transportation Services listed in the PWS, except for that which the contract clearly states is to be furnished by the Government. Transportation services include - from the highest to lowest priority:

a. Management; provide qualified drivers, and maintenance coordination of approximately thirty two (32) General Services Administration Vehicles. Responsibilities include, but are not limited to: providing authorized personnel in support of missions, transporting vehicles to and from local vendors for maintenance, providing scheduled shuttle bus services, ensuring vehicles are prepared and available and furnishing drivers for shuttle buses, courier services, vans, automobiles and medium trucks, buses, and other transportation described in the PWS.

b. Dispatching and Administration: issue dispatch records, accumulating data and preparing reports.

# 6.5.2. Contract Effort Required:

The majority of transportation services are performed during Normal Work Hours, Monday through Friday, 0600 - 1800, excluding Federal Holidays. There may be occasional requirements for the Contractor to provide services after 1800 or on a weekend day. The COTR will provide the contractor an updated required transporting calendar as changes occur.

# 6.5.3. Dispatch of Vehicles

The Contractor shall have the responsibility of dispatching vehicles as needed or as scheduled. Continuous usage of a vehicle by an individual will be dispatched for a 30 day period.

a. The Contractor shall validate qualifications, issue permits and maintain a file of licenses and/or certifications.

b. The Contractor shall ensure GSA Vehicles are operated for official government purposes only.

c. The Contractor shall ensure that a DD Form 1970, Motor Equipment Utilization Form is in every vehicle to document utilization. Contractor shall maintain dispatch records.

d. Manage, issue, control, and provide instructions for use of General Services Administration (GSA) Credit Cards.

e. Dispatch vehicles and drivers according to the facility shuttle schedule, supply pickup and delivery, mail pickup and delivery and the transporting of facility staff and visitors.

# Preventive Maintenance Checks and Services (PMCS)

a. Contractor shall ensure all maintenance is performed as directed by GSA.

b. Contractor shall maintain motor vehicle to standards of appearance and kept clean.

c. Contractor shall provide drivers to pickup and deliver GSA vehicles for maintenance and repairs as directed by GSA.

d. Contractor shall obtain repair estimates as required by GSA for vehicles involved in accidents.

e. Ensure that all vehicles utilized are mechanically safe.

f. Contractor will have the responsibility of fueling the vehicles that contract employees operate. Vehicles that are dispatched out to someone other than a contract employees, that individual will have the responsibility of refueling their vehicle.

#### 6.5.4. Provide Drivers

Contractor shall provide drivers to meet the facility's scheduled and unscheduled requirements.

a. Daily Shuttle Bus Service: Contractor shall provide continuous shuttle bus service from the parking area to the security building and from the security building to the interior doors, Monday through Friday, excluding Federal Holidays, from 0600 - 0900, 1200-1300, and 1500-1800. Occasionally there may be a facility requirement to extend Shuttle Bus hours or begin them earlier.

b. Daily Mail Pickup and Delivery/Courier Service: Contractor shall provide a driver Monday through Friday, excluding Federal Holidays to transport and/or pick up mail, classified material, UPS and USPS Packages from Ft. Detrick and deliver Lab Specimens to the Ft. Detrick Medical Lab on or about 1000 and to and from the National Capital Region (NCR). The driver must validate personnel have the required security clearance when handling classified material. For accountable equipment and classified deliveries, the driver shall verify the receiver is listed on the Classified Cargo Receipt Listing. (listing of personnel authorized to receive classified material by unit). The driver shall ensure classified material is safeguarded at all times.

c. Supplies Pickup Service: Provide drivers for GSA vehicles to transport incoming and outgoing equipment and supplies between Fort Detrick and the facility at a minimum of onetime per day Monday through Friday.

d. Lab Transport Services: Contractor shall transport Lab Specimens to Fort Detrick possibly daily.

e. Fork Lift Training and Certification: Contractor shall provide training and certifications for Government Employees that operate forklifts, electronic dollies, and man lifts. The Contractor shall provide copies of the training certificates to the facility Training Officer.

#### 6.5.5. Deliverable Records and Reports

The Contractor shall track data and provide the following excel reports. Government will provide the Excel format.

**Monthly** 

Vehicle Cost Analysis

#### **Upon COTR's Request**

Vehicle Utilization Report Customer Utilization Report Vehicle Maintenance Report (b)(7)(E) Training and Permitting Report Mail and Distribution Activity Report

Quarterly Replacement Schedule

Replacement benedule

#### Within 3 Days of the Event

Accident Report and Repair Status

<u>6.6 Cost Reimbursable Services:</u> Contractor shall provide a list of labor categories and hourly costs for these services. The Contractor shall bill for actual hours worked.

# 6.6.1 Optional Transportation Services

Contractor shall provide a driver, if authorized by the COR, to transport facility Staff, Mission Partners and visitors by sedan, van and or by bus in and around the facility area for local exercises, Command sponsored events, special event transportation to the National Capital Region NCR (Pentagon, Ft. McNair, Ft. Myer, Crystal City, Skyline, etc). Some trips exceed 8 ½ hours, but are less than 12 hours. All transportation requirements shall be posted to the driver's calendar by the Command Group, Command Group administrative staff, Director of Operations, Transportation Officer, or the COTR. Every attempt shall be made to post requirements 48 hours in advance.

#### 6.6.2 Snow and Ice Removal:

During the winter season, the contractor shall be available 24/7, by phone, for snow removal and/or deicing roadways, parking lots, sidewalks and walkways at the facilities and other identified roadways.

During normal business hours the contractor shall respond immediately to pre-treat, apply salt/chemical, and for plowing

After normal business hours the contractor will be contacted by the COTR when there is inclement weather at the facility and the Contractor shall be onsite within two hours after notification and start removing snow and/or deicing within the hour upon arrival on Site R.

Contractor shall provide sufficient staff to ensure that facilities and identified roadways listed below are cleared within 2-4 hours after the snow/ice has stopped.

The roads and walkways shall be passable and safe for vehicular and pedestrian traffic. Traffic should be able to maintain its designated speed as much of the time as possible within the limitations imposed by the extremes of nature, and at reduced speeds with the exercise of due caution on the part of the motorist during storm conditions.

Driving and parking areas are to be free of snow and ice (down to the black pavement). Parking spaces that have a vehicle occupying the space shall be cleared as soon as possible after the vehicle is moved. (b)(7)(E)

Snow shall be cleared from around Fire Hydrants, entrances of fiber huts. Piles of snow should not be placed against the fence line. Snow should not be piled/placed in a way as to prevent proper drainage.

The contractor shall follow the priorities on the Snow Removal Plan listed below:

(b)(7)(E)

1. Priority One

2. Priority Two<sup>(b)(7)(E)</sup> Parking Spaces and Roadside Walkways, once all of priority one locations are completed.

3. Priority Three: These are all other areas<sup>(b)(7)(E)</sup>, which normally have moderate vehicle or foot traffic volume and should be addressed after all priority one and two locations are completed.

Contractor shall also ensure that ice melt containers are filled, to be used on the sidewalks at the facilities.

# 6.6.3 Tree Removal:

Contractor shall be available 24/7 by phone for tree removal of a tree that is blocking a road way. The contractor will be contacted by COTR when a tree is down at the facilities or other roads that

are the responsibility of the facility and the Contractor shall be onsite within two hours after notification and start removing the tree within the hour upon arrival on site.

# 6.6.4 Road Repair:

Contractor shall fill pot holes with Government provided gravel or cold patch when required.

# 6.7 Major Repairs to Real Property (Indefinite Quantity)

Contractor shall conduct major repairs to Real Property and fixtures at RRMC. Repairs as authorized by the COTR after a cost estimate is submitted by the Contractor and evaluated and approved by the Government. A Task Order will be issued by the Contracting Office for the requirement. Wage Determiniations will be incorporated with each Task Order. The Government reserves the right to seek other sources to provide offers for these requirements.

# 6.8 (b)(7)(E) Support (Indefinite Quantity)

Provide labor support in the event of an unforeseen emergency requirement, the COTR will identify the requirement to the contractor and the Contracting Officer. The Contracting Officer shall provide approval to proceed. Negotiation of the requirement will take place after performance has been completed. Labor support shall include, but is not limited to, the following services.

a. Provide support <sup>(b)(7)(E)</sup>	
(b)(7)(E)	and operations site-wide. Provide technical
support for equipment and	other support items of equipment during deployment and
redeployments. (b)(7)(E)	
(b)(7)(E)	

1. Area of support shall include, but are not limited to: (b)(7)(E) clothing - (b)(7)(E) clothing includes coveralls, undergarments, socks, towels, and shoes. (b)(7)(E) clothing shall be issued to mission partners when required

b. Reconfigure rooms; <sup>(b)(7)(E)</sup>	
c. (b)(7)(E)	
(b)(7)(E)	

d. Coordinate and setup facility<sup>(b)(7)(E)</sup>

e. Set up a	nd prepare the Clothing	Issue Processing Center.	Ensure customers are
processed t	hrough the station using	(b)(7)(E)	
(b)(7)(E)		10 1	

f. Extended hours of transportation services.

- g. Extended hours of custodial services.
- h. Extended hours of full dining facility services.

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# INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLININSPECT ATINSPECT BYACCEPT ATACCEPT BY0001N/AN/AN/AN/AGovernment0002N/AN/AN/AN/AGovernment0003N/AN/AN/AN/AGovernment0004N/AN/AN/AM/AGovernment0005N/AN/AN/AN/AGovernment0006N/AN/AN/AM/AGovernment0007N/AN/AN/AGovernment0008DestinationGovernmentDestinationGovernment0009N/AN/AN/AGovernment0010N/AN/AN/AGovernment1001N/AN/AN/AGovernment1002N/AN/AN/AGovernment1003N/AN/AN/AGovernment
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2010 N/A N/A N/A Government
3001 N/A N/A Government
3002 N/A N/A N/A Government
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3004 N/A N/A Government
3005 N/A N/A N/A Government
3006 N/A N/A N/A Government
3007 N/A N/A Government
3008 N/A N/A Government
3009 N/A N/A N/A Government
3010 N/A N/A Government
4001 N/A N/A Government
4002 N/A N/A Government

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4003	N/A	N/A	N/A	Government
4004	N/A	N/A	N/A	Government
4005	N/A	N/A	N/A	Government
4006	N/A	N/A	N/A	Government
4007	N/A	N/A	N/A	Government
4008	N/A	N/A	N/A	Government
4009	N/A	N/A	N/A	Government
4010	N/A	N/A	N/A	Government

# DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 17-SEP-2013 TO 16-MAR-2015	N/A	(b)(7)(E)	HQ0700
			FOB: Destination	
0002	POP 17-SEP-2013 TO 16-MAR-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0700
0003	POP 17-SEP-2013 TO 16-MAR-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0700
0004	POP 17-SEP-2013 TO 16-MAR-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0700
0005	POP 17-SEP-2013 TO 16-MAR-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0700
0006	POP 17-SEP-2013 TO 16-MAR-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0700
0007	POP 17-SEP-2013 TO 16-MAR-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0700
0008	POP 17-SEP-2013 TO 16-MAR-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0700
0009	POP 17-SEP-2013 TO 16-MAR-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0700
0010	N/A	N/A	N/A	N/A
1001	POP 17-SEP-2014 TO 16-SEP-2015	N/A	(b)(7)(E)	HQ0700
			FOB: Destination	
1002	POP 17-SEP-2014 TO	N/A	(SAME AS PREVIOUS LOCATION)	HQ0700

16-SEP-2015

FOB: Destination

1003	POP 17-SEP-2014 TO 16-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0700
1004	POP 17-SEP-2014 TO 16-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0700
1005	POP 17-SEP-2014 TO 16-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0700
1006	POP 17-SEP-2014 TO 16-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0700
1007	POP 17-SEP-2014 TO 16-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0700
1008	POP 17-SEP-2014 TO 16-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0700
1009	POP 17-SEP-2014 TO 16-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0700
1010	N/A	N/A	N/A	N/A
2001	POP 17-SEP-2015 TO 16-SEP-2016	N/A	(b)(7)(E)	HQ0700
			EQR: Destination	
			FOB: Destination	
2002	POP 17-SEP-2015 TO 16-SEP-2016	N/A	FOB: Destination (SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0700
2002 2003		N/A N/A	(SAME AS PREVIOUS LOCATION)	HQ0700 HQ0700
	16-SEP-2016 POP 17-SEP-2015 TO		(SAME AS PREVIOUS LOCATION) FOB: Destination (SAME AS PREVIOUS LOCATION)	64 
2003	16-SEP-2016 POP 17-SEP-2015 TO 16-SEP-2016 POP 17-SEP-2015 TO	N/A	<ul> <li>(SAME AS PREVIOUS LOCATION)</li> <li>FOB: Destination</li> <li>(SAME AS PREVIOUS LOCATION)</li> <li>FOB: Destination</li> <li>(SAME AS PREVIOUS LOCATION)</li> </ul>	HQ0700
2003 2004	16-SEP-2016 POP 17-SEP-2015 TO 16-SEP-2016 POP 17-SEP-2015 TO 16-SEP-2016 POP 17-SEP-2015 TO	N/A N/A	<ul> <li>(SAME AS PREVIOUS LOCATION)</li> <li>FOB: Destination</li> <li>(SAME AS PREVIOUS LOCATION)</li> <li>FOB: Destination</li> <li>(SAME AS PREVIOUS LOCATION)</li> <li>FOB: Destination</li> <li>(SAME AS PREVIOUS LOCATION)</li> </ul>	HQ0700 HQ0700
2003 2004 2005	16-SEP-2016 POP 17-SEP-2015 TO 16-SEP-2016 POP 17-SEP-2015 TO 16-SEP-2016 POP 17-SEP-2015 TO 16-SEP-2016 POP 17-SEP-2015 TO	N/A N/A N/A	<ul> <li>(SAME AS PREVIOUS LOCATION) FOB: Destination</li> <li>(SAME AS PREVIOUS LOCATION)</li> </ul>	HQ0700 HQ0700 HQ0700
2003 2004 2005 2006	16-SEP-2016 POP 17-SEP-2015 TO 16-SEP-2016 POP 17-SEP-2015 TO 16-SEP-2016 POP 17-SEP-2015 TO 16-SEP-2016 POP 17-SEP-2015 TO 16-SEP-2016 POP 17-SEP-2015 TO	N/A N/A N/A N/A	<ul> <li>(SAME AS PREVIOUS LOCATION) FOB: Destination</li> </ul>	HQ0700 HQ0700 HQ0700 HQ0700

2010	N/A	N/A	N/A	N/A
3001	POP 17-SEP-2016 TO 16-SEP-2017	N/A	(b)(7)(E)	HQ0700
			FOB: Destination	
3002	POP 17-SEP-2016 TO 16-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0700
3003	POP 17-SEP-2016 TO 16-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0700
3004	POP 17-SEP-2016 TO 16-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0700
3005	POP 17-SEP-2016 TO 16-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0700
3006	POP 17-SEP-2016 TO 16-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0700
3007	POP 17-SEP-2016 TO 16-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0700
3008	POP 17-SEP-2016 TO 16-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0700
3009	POP 17-SEP-2016 TO 16-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0700
3010	N/A	N/A	N/A	N/A
4001	POP 17-SEP-2017 TO 16-SEP-2018	N/A	(b)(7)(E)	HQ0700
1000			FOB: Destination	1100500
4002	POP 17-SEP-2017 TO 16-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0700
4003	POP 17-SEP-2017 TO 16-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0700
4004	POP 17-SEP-2017 TO 16-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0700
4005	POP 17-SEP-2017 TO 16-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0700

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4006	POP 17-SEP-2017 TO 16-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0700
4007	POP 17-SEP-2017 TO 16-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0700
4008	POP 17-SEP-2017 TO 16-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0700
4009	POP 17-SEP-2017 TO 16-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0700
4010	N/A	N/A	N/A	N/A

Section G - Contract Administration Data

# CONTRACT ADMINISTRATION

# SECTION G - CONTRACT ADMINISTRATION

# G-1 DESIGNATION OF PRINCIPAL CONTRACTING OFFICER

The Principal Contracting Officer for this contract is:

(b)(6)	
WHS Acquis	tion and Procurement Office
(b)(6)	

# G-2 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (DFARS 252.201-7000) (DEC 1991)

- (a) Definition. "Contracting Officer's Representative" means an individual assigned in accordance with the Defense Federal Acquisition Regulation (DFARS) and authorized in writing by the Contracting Officer to perform specific technical or administrative functions.
- (b) If the Contracting Officer designates a Contracting Officer's Representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

#### CLAUSES INCORPORATED BY REFERENCE

252.232-7003 Electronic Submission of Payment Requests MAR 2007

# CLAUSES INCORPORATED BY FULL TEXT

# CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The COR is a representative for the Government with limited authority who has been designated in writing by the Contracting Officer to provide technical direction, clarification, and guidance with respect to existing specifications and statement of work (SOW)/statement of objectives (SOO) as established in the contract. The COR also monitors the progress and quality of the Contractor's performance for payment purposes. The COR shall promptly report Contractor performance discrepancies and suggested corrective actions to the Contracting Officer for resolution.

The COR is NOT authorized to take any direct or indirect actions or make any commitments that will result in changes to price, quantity, quality, schedule, place of performance, delivery or any other terms or conditions of the written contract.

The Contractor is responsible for promptly providing written notification to the Contracting Officer if it believes the COR has requested or directed any change to the existing contract (or task/delivery order). No action shall be taken by the Contractor for any proposed change to the contract until the Contracting Officer has issued a written directive or written modification to the contract (or task/delivery order). The Government will not accept and is not liable for any alleged change to the contract unless the change is included in a written contract modification or directive signed by the Contracting Officer.

If the Contracting Officer has designated an Alternate COR (ACOR), the ACOR may act only in the absence of the COR (due to such reasons as leave, official travel, or other reasons for which the COR is expected to be gone and not readily accessible for the day).

COR authority IS NOT delegable.

# ACCOUNTING AND APPROPRIATION DATA

AA: 97 X 4950 2001 PX955 8111 2599 96RR97 049447 RRAC3 0051 AMOUNT: (b)(4)

CIN RRMCBOS00020001: (b)(4)

AB: 97 X 4950 2001 PX953 8103 2599 96RR97 049447 RRAC3 0052 AMOUNT (b)(4)

CIN RRMCBOS00020002 (b)(4)

AC: 97 X 4950 2001 PX951 8103 2599 96RR97 049447 RRAC3 0054

AMOUNT (b)(4)	· ·
CIN RRMCBOS00020003:	(b)(4)
CIN RRMCBOS00020004:	(b)(4)

AD: 97 X 4950 2001 PX955 8101 2599 96RR97 049447 RRAC3 0053 AMOUNT (b)(4)

CIN RRMCBOS00020005: (b)(4)

AE: 97 X 4950 2001 PX954 8103 2599 96RR97 049447 RRAC3 0055 AMOUNT: (b)(4) CIN RRMCBOS00020006: (b)(4)

AF: 97 x 4950 2001 px952 8103 2599 96rr97 049447 rrac3 0056

AMOUNT (b)(4) CIN RRMCBOS00020007 (b)(4) CIN RRMCBOS00020008: (b)(4) Section H - Special Contract Requirements

# SPECIAL CONTRACT REQUIRMENTSH.1LOCAL INSURANCE

(a) In accordance with the contract clause entitled "Insurance—Work on a Government Installation", FAR 52.228-5, the Contractor shall procure and maintain during the entire period of its performance under this contract, as a minimum, the following insurance:

<u>Type</u>	Amount
Comprehensive General Liability	
Bodily injury or death	\$500,000 per occurrence
Motor Vehicle Liability (for each motor	r vehicle):
Bodily injury or death	\$200,000 per person
20 (20 UP)	\$500,000 per occurrence
Property Damage	\$ 20,000 per occurrence
Workers' Compensation and	
Employer's Liability	\$100,000 per person*

\*Worker's Compensation and Employer's Liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so co-mingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate of written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation, or any material change in policies adversely affecting the interests of the Government in such insurance, shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

(c) The Contractor agrees to insert the substance of this clause, including this paragraph, in all subcontracts hereunder.

# **H.2 Facility Security Requirements**

**H.2.1 Security:** The contractor must possess a Department of Defense (DOD) Secret Industrial Security Facility Clearance and all employees working on the contract must be a U.S. citizen and have a Secret or Interim Secret personnel security clearance. A DD Form 254 (Department of Defense Contract Security Classification Specification) from the facility Security Office will be required for this contract. The Contractor shall be responsible for complying with installation access as requirements for all Contractor personnel authorized to work at the facility. The contractor shall ensure that any government furnished identification shall be returned to the Government when the employee no longer works for the contractor at the installation. Keys issued to the Contractor must be returned immediately upon completion of work.

The government reserves the right to deny access to any Contractor employee who is determined to be a security risk.

**H.2.2** <u>Contractor Entry:</u> Entry to and continued presence in the facility is limited to those who are directly involved in the work to be performed on a contract Contractors will provide the facility Security Office (address below) through the Contracting Officer Representative (COR), on company letterhead, a list of all employees performing /working on the contract. The list will include full name, Social Security Number (SSN), date and place of birth, type and date of investigation, and level of clearance granted (if applicable) of each employee. The list will be kept current at all times. Contractors also must notify the facility Security Office immediately if the contractor terminates any employee previously on the above list or if the employee otherwise no longer works for contractor.

(b)(6),(b)(7)(E)			

(b)(7)(E)

**H.2.5** <u>Denial of Entry:</u> The U.S. Government reserves the right to terminate the entry or remove any contractor employee upon disclosure of information which indicates the individual's continued entry to or presence in the installation is not in the best interests of national security. The violation of or deviation from the established security procedures by contractor employees may also result in denial of entry.

**H.2.6** <u>Delays</u>: The U.S. Government is not responsible for delays caused by required security reviews or noncompliance with these instructions. The contractor is similarly responsible for any delays caused by employees who report to work without their identification badge to include any delays encountered by an employee in gaining entrance to an area with a visitors badge or in the reissuing of a lost or damaged badge.

(b)(7)(E)

#### (b)(7)(E)

**H.2.10** <u>Subcontracts</u>: The prime contractor will not award any subcontracts without written approval from the Contracting Officer. Security requirements contained herein will apply to any subcontractor.

**H.2.11** <u>Security Education</u>: The contractor shall ensure contract employees understand the facility Security Requirements and are given security briefings annually as required by the Facility Security Office.

**H.2.11.1** <u>Additional Security Requirements:</u> All contractors performing work on this contract must have completed DoD Operational Security training within the previous 12 months and anuually. Training is available online at: <u>http://cdsetrain.dtic.mil/opsec/index.htm</u>.

All contractors performing work on this contract must have completed DoD Antiterrorism Level 1 training within the previous 12 months. Training is available online at: <u>https://atlevel1.dtic.mil/at/</u>. COTRs are responsible to ensure that all contract personnel have completed this training.

Contractors must follow all facility policies and procedures.

#### H.3 COMPLIANCE WITH RAVEN ROCK MOUNTAIN COMPLEX REGULATIONS

The site of the work is on a Federal Reservation Complex and the Contractor shall observe rules and regulations issued by the Commander of Raven Rock Mountain Complex covering general safety, security, sanitary requirements, pollution and noise control, traffic regulations and parking. Information regarding requirements may be obtained by contacting the Contracting Officer, who will provide such information or assist in obtaining it from the appropriate authorities.

(End of Clause)

#### H.4 SOIL DISPOSITION

(a) "Contaminated Soil" means any soil or other landfill material excavated by the Contractor that is discovered to contain substances deemed hazardous substances by the Resource Conservation and Recovery Act (RCRA) and/or current laws of the United States and the Commonwealth of Virginia, or current EPA regulations.

(b) "Unsuitable Soil" means soft, loose, rubble, debris, or organic bearing materials.

(c) It is the Contractor's responsibility to use ordinary and reasonable care, in accordance with generally accepted and customary trade practices, in ascertaining whether any material excavated constitutes contaminated soil.

(d) Any excavated material that is deemed to be contaminated shall be treated as such, and shall be disposed of by the Contractor in accordance with any and all applicable federal, state, and local regulations. In addition, the Contractor agrees to defend and indemnify the Government against any claim, contractual or tort, alleging injury or damage due to mishandling by the contractor of contaminated waste.

(End of Clause)

#### H.5 UTILITY SERVICES

(a) Utility Services furnished to the Contractor by the Government from the Government's existing system outlets and/or supplies will be at no cost to the contractor. (See FAR Clause 52-236-14, Availability and Use of Utility Services.)

(b) The Contractor shall make his/her own arrangements for services and coordinate with the Inspector any requirements that would cause a disruption in the electrical or water supply. NOTE: all disruption of services concerning electrical or water supply must be coordinated with the inspector and scheduled by the inspector prior to disconnection.

(End of Clause)

# H.6 IDENTIFICATION OF EMPLOYEES

All Contractor and subcontractor personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression that they are Government officials. All documents or reports produced by the Contractor shall be marked as contractor products or otherwise indicate that contractor participation is disclosed.

(End of Clause)

#### H.7 WORK STOPPAGES FOR OFFICIAL CEREMONIES

The Contractor shall provide for work stoppages as required for official ceremonies in the facility. A schedule of known ceremonies can be obtained from the Contracting Officer. The Contractor shall provide for a total of 4 days of work stoppages due to this requirement

(End of Clause)

# H.8 SPECIAL CONSIDERATIONS FOR DEMOLITION AND ABATEMENT

#### \* The above clause is only related to the minor construction portion of the subject contract.

(a) During demolition, undocumented secondary distribution of plumbing, electrical power, or HVAC may be encountered that crosses the construction barrier into occupied spaces. If the Government determines that temporary mechanical, electrical, plumbing (MEP) work is required to maintain the utility, the Government will either issue a change order to this contract for the temporary MEP work, or will accomplish the work outside this contract. Should the Government decide to have the Contractor perform the temporary MEP work, the Government will negotiate an equitable adjustment under the changes clause of the contract.

(End of Clause)

# H.9 WARRANTY OF CONSTRUCTION

#### \* The above clause is only related to the minor construction portion of the subject contract.

(a) In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(b) This warranty shall continue for a period of one (1) year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date that the Government takes possession. In the event the Contractor's warranty of this clause has expired, the Government may bring suit, at its expense, to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(c) The Contractor shall remedy, at the Contractor's expense, any failure to conform or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to Government-owned or controlled real or personal property when that damage is the result of:

- (1) The Contractor's failure to conform to contract requirements, or
- (2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:

(1) Obtain all warranties that would be given in normal commercial practice, and

(2) Require all warranties to be executed in writing for the benefit of the Government if directed by the Contracting Officer, and

(3) Enforce all warranties for the benefit of the Government if directed by the Contracting Officer.

(h) Unless a defect is caused by the negligence or willful actions of the Contractor, subcontractor or suppliers at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(i) Defects in design or manufacture of equipment specified by the Government on a "brand name and model" basis shall not be included in this warranty. In this event, the Contractor shall require any subcontractors, manufacturers or suppliers thereof to execute their warranties, in writing, directly to the Government.

(j) The warranty enumerated herein does not preclude any manufacturer warranties in excess of one year as noted in the individual specification sections. The Contractor should read each section carefully to ensure that he/she is aware of all warranties called for in this project.

(End of Clause)

CLAUSES INCORPORATED BY REFERENCE

52.228-10 Vehicular and General Public Liability Insurance APR 1984

# CLAUSES INCORPORATED BY FULL TEXT

# 52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

# 52.232-36 PAYMENT BY THIRD PARTY (MAY 1999)

(a) General. The Contractor agrees to accept payments due under this contract, through payment by a third party in lieu of payment directly from the Government, in accordance with the terms of this clause. The third party and, if applicable, the particular Governmentwide commercial purchase card to be used are identified elsewhere in this contract.

(b) Contractor payment request. In accordance with those clauses of this contract that authorize the Contractor to submit invoices, contract financing requests, other payment requests, or as provided in other clauses providing for payment to the Contractor, the Contractor shall make such payment requests through a charge to the Government account with the third party, at the time and for the amount due in accordance with the terms of this contract.

(c) Payment. The Contractor and the third party shall agree that payments due under this contract shall be made upon submittal of payment requests to the third party in accordance with the terms and conditions of an agreement between the Contractor, the Contractor's financial agent (if any), and the third party and its agents (if any). No payment shall be due the Contractor until such agreement is made. Payments made or due by the third party under this clause are not payments made by the Government and are not subject to the Prompt Payment Act or any implementation thereof in this contract.

(d) Documentation. Documentation of each charge against the Government's account shall be provided to the Contracting Officer upon request.

(e) Assignment of claims. Notwithstanding any other provision of this contract, if any payment is made under this clause, then no payment under this contract shall be assigned under the provisions of the assignment of claims terms of this contract or the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15.

(f) Other payment terms. The other payment terms of this contract shall govern the content and submission of payment requests. If any clause requires information or documents in or with the payment request, that is not provided in the third party agreement referenced in paragraph (c) of this clause, the Contractor shall obtain instructions from the Contracting Officer before submitting such a payment request.

(End of clause)

# Section I - Contract Clauses

# CLAUSES INCORPORATED BY REFERENCE

	- 122 C 123 C 121	
52.202-1	Definitions	JAN 2012
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal of	r JAN 1997
52 202 10	Improper Activity	LAN: 1007
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-11	Certification And Disclosure Regarding Payments To	SEP 2007
52 202 12	Influence Certain Federal Transactions	OCT 2010
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-12		OCT 2010
52.205-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52 202 12	Contractor Code of Business Ethics and Conduct	ADD 2010
52.203-13		APR 2010
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	1 JUN 2010
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber	MAY 2011
32.204 4	Content Paper	MITT 2011
52.204-7	Central Contractor Registration	DEC 2012
52.204-10	Reporting Executive Compensation and First-Tier Subcontract	
52.201 10	Awards	2010 2015
52.209-6	Protecting the Government's Interest When Subcontracting	<b>DEC 2010</b>
	With Contractors Debarred, Suspended, or Proposed for	
	Debarment	
52.211-5	Material Requirements	AUG 2000
52.211-13	Time Extensions	SEP 2000
52.215-2	Audit and RecordsNegotiation	OCT 2010
52.215-8	Order of PrecedenceUniform Contract Format	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-20	Requirements for Certified Cost or Pricing Data or	OCT 2010
	Information Other Than Certified Cost or Pricing Data	
52.215-21	Requirements for Certified Cost or Pricing Data or	OCT 2010
	Information Other Than Certified Cost or Pricing Data	
	Modifications	
52.219-3 Alt I	Notice of Total HUBZone Set-Aside or Sole Source Award	NOV 2011
	(NOV 2011) Alternate I	
52.219-8	Utilization of Small Business Concerns	JAN 2011
52.219-14	Limitations On Subcontracting	NOV 2011
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime	JUL 2005
	Compensation	
52.222-6	Davis Bacon Act	JUL 2005
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	JUN 2010
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988

		**** ***
52.222-11	Subcontracts (Labor Standards)	JUL 2005
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-20	Walsh-Healey Public Contracts Act	OCT 2010
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-27	Affirmative Action Compliance Requirements for	FEB 1999
22 222 223	Construction	
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-41	Service Contract Act Of 1965	NOV 2007
52.222-43	Fair Labor Standards Act And Service Contract Act - Price	SEP 2009
	Adjustment (Multiple Year And Option)	
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.225-10	Notice of Buy American Act RequirementConstruction	FEB 2009
	Materials	
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-1	Payments	APR 1984
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	OCT 2010
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	<b>OCT 2008</b>
52.232-33	Payment by Electronic Funds TransferCentral Contractor	OCT 2003
	Registration	
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-17	Layout of Work	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And	APR 1984
	Vegetation	
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.242-15	Stop-Work Order	AUG 1989
52.243-1	ChangesFixed Price	AUG 1987
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52.243-5	Changes and Changed Conditions	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.245-1	Government Property	APR 2012
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-25	Limitation Of LiabilityServices	FEB 1997
52.247-5	Familiarization With Conditions	APR 1984
52.249-2	Termination For Convenience Of The Government (Fixed-	APR 2012
	Price)	
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense	- DEC 2008
	Contract-Related Felonies	
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.215-7002	Cost Estimating System Requirements	<b>DEC 2012</b>
252.217-7028	Over And Above Work	DEC 1991
252.219-7011	Notification to Delay Performance	JUN 1998
252.223-7006	Prohibition On Storage And Disposal Of Toxic And	APR 2012
	Hazardous Materials	
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	JUN 2011
252.225-7021	Trade Agreements	<b>DEC 2012</b>
252.232-7003	Electronic Submission of Payment Requests and Receiving	JUN 2012
	Reports	
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.241-7001	Government Access	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished	APR 2012
	Property	
252.245-7002	Reporting Loss of Government Property	APR 2012
252.247-7023	Transportation of Supplies by Sea	JUN 2013
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

# CLAUSES INCORPORATED BY FULL TEXT

#### 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than. The time stated for completion shall include final cleanup of the premises.

\*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

# 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013) -- ALTERNATE I (FEB 1997)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25. (3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only-

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for-

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of progress and other payments to the Contractor's subcontractors that either have been paid, or that the Contractor is required to pay pursuant to the clause of this contract entitled "Prompt Payment for Construction

Contracts." Payments shall be made by cash, check, or other form of payment to the Contractor's subcontractors under similar cost standards.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates,

(ii) the bases to which the rates apply,

(iii) the periods for which the rates apply,

(iv) any specific indirect cost items treated as direct costs in the settlement, and

(v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may-

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates-

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be-

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver-

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except-

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

# 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 03/16/2015.

(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 60 days.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 Days;

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed  $\frac{5}{2}$  years.

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2012) - ALTERNATE I (APR 2011)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561210 (insert NAICS code).

(2) The small business size standard is \$38.5M

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

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

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The offeror represents as part of its offer that--

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

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: -------.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that--

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