

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 108		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER W91238-10-Q-0225		6. SOLICITATION ISSUE DATE 06-Aug-2010	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ROBERT S GARCIA			b. TELEPHONE NUMBER (No Collect Calls) 916-557-7229		8. OFFER DUE DATE/LOCAL TIME 01:00 PM 23 Aug 2010	
9. ISSUED BY USACE SACRAMENTO DISTRICT ATTN: CONTRACTING DIVISION 1325 J STREET-ROOM 878 SACRAMENTO CA 95814-2922 TEL: FAX:		CODE W91238	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 7 Million NAICS: 541620			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		12. DISCOUNT TERMS
15. DELIVER TO SEE SCHEDULE		CODE	16. ADMINISTERED BY CODE					
17a. CONTRACTOR/OFFEROR TEL.		CODE	18a. PAYMENT WILL BE MADE BY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		FACILITY CODE	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
SEE SCHEDULE								
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:					

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

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

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)
		42c. DATE REC'D (<i>YY/MM/DD</i>)

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>Cal Fed DILFS Hydrodynamic Model FFP This is an informational line items only, see sub line items for pricing. All line items containing quantities are estimated quantity line items. See Performance Work Statement (PWS) for more information. The Contractor shall furnish all labor, materials and supplies necessary to plan, coordinate, organize, manage and perform the activities described herein, which is to ensure continued development of hydrodynamic modeling tools necessary to evaluate infrastructure and ecosystem in accordance with current standard in the industry and the listed performance objective. Two year base Period 1 Oct 2010 thru 30 Sep 2012 with three one year Option periods. Period of Performance base and options 1 Oct 2010 thru 30 Sep 2015. Contracting POC Robert Garcia (916) 557-7229 Contracting Officer's Representative: Rick Poeppelman (916) 557-7301 FOB: Destination</p>				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	<p>E Verify FFP Base Year E-Verify (Employment Eligibility Verification reporting). Reporting required throughout the life of this contract action. IAW Performance Work Statement (PWS) Section 8 and FAR clause 52.222-54 FOB: Destination</p>	1	Each		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Task 1 Extend the Existing Delta Model FFP Task 1 IAW paragraph 4.1 of the PWS. Extend the existing Delta EFDC Hydrodynamic Model Domain into the downstream CVFED domain. FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	Task 2 Validation of the Delta EFDC Mode FFP Task 2- IAW Paragraph 4.2 of the PWS. Validation of the Delta EFDC Hydrodynamic Model. FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	Task 3 Hydrodynamic Model Analysis FFP Task 3- IAW PWS paragraph 4.3. Delta FDC Hydrodynamic Model Sensitivity and Uncertainty Analysis to determine how the hydrodynamic model results change with input data validation. FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	Task 4 Draft Report FFP Task 4 IAW PWS paragraph 4.4. Prepare a draft report describing the data, methods, setup, calibration, validation of the Hydrodynamic model. FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF	Task 5 Validate EFDC Transport Model FFP Task 5 IAW PWS paragraph 4.5. Validation of the Delta EFDC Sediment Transport Model. FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AG	Task 6 Sediment Transport model FFP Task 6 IAW PWS paragraph 4.6. Delta EFDC sediment transport Model sensitivity and Uncertainty. FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AH	Task 7 Draft Report FFP Task 7 IAW Paragraph 4.7 of the PWS. The Contractor shall prepare a draft report describing the data, methods, setup, calibration, validation of the Delta EFDC Sediment Transport Model. FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AJ	Task 8 Calibrate Water Quality Model FFP Task 8 IAW paragraph 4.8 of the PWS. Calibrate the Delta EFDC Water Quality Model. FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AK	Task 9 Validate EFDC Water Quality Model FFP Task 9 IAW paragraph 4.9 of the PWS. Validate the Delta EDFC Water Quality Model FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AL	Task 10 Water Quality Model Sensitivity FFP Task 10 IAW paragraph 4.10 of the PWS. Water Quality Model Sensitivity and Uncertainty. The contractor shall conduct a Sensitivity and Uncertainty Analysis to determine how the water quality model results change with input data validation. FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AM	Task 11 Draft Report FFP Task 11 IAW paragraph 4.11 of the PWS. Draft report describing the data, methods, setup calibration, validation of the Delta EFDC Water Quality Model. FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AN	Task 12 Setup extended Delta EDFC Model FFP Task 12 IAW paragraph 4.12 of the PWS. Setup and calibrate an extended Delta EDFC Hydrodynamic Model. FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AP	Task 13 Validate Hydrodynamic Model FFP Task 13 IAW paragraph 4.13 of the PWS. Validate the extended Delta EFDC Hydrodynamic Model. FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AQ	Task 14 Extend Delta Analysis FFP Task 14 IAW paragraph 14.14 of the PWS. Extend Delta EFDC Hydrodynamic Model Sensitivity and Uncertainty Analysis to determine how the hydrodynamic model results change with input variation. FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AR	Task 15 Draft Report FFP Task 15 IAW paragraph 4.15 of the PWS. Preparation of a draft report describing the data, methods, setup calibration, validation of the Extended Delta EFDC Hydrodynamic Model. Report to contain report sections describing the data, methods, calibration, validation, sensitivity and uncertainty results for the EFDC Hydrodynamic modeling efforts. FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AS	Task 16 Setup and Calibrate Model FFP Task 16 IAW paragraph 4.16 of the PWS. Setup, calibrate a Suisun Marsh Hydrodynamic Model. Develop a calibrated and validated 3-D EFDC hydrodynamic model of Suisun Marsh. FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AT	Task 17 Validate Suisun Marsh Model FFP Task 17 IAW Paragraph 4.17 of the PWS. Validate a Suisun Marsh Hydrodynamic Model. FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AU	Task 18 Validate Suisun Model FFP Task 18 IAW paragraph 4.18 of the PWS. Suisun Marsh Hydrodynamic Model Sensitivity and Uncertainty Analysis. FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AV	Task 19 Draft Report FFP Task 19 IAW paragraph 4.19 of the PWS. Preparation of a Draft report describing the data, methods, setup, calibration, validation of Suisun Marsh EFDC Hydrodynamic Model. FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AW	Task 20 Sea-Level Rise (SLR) Analysis FFP Task 20 IAW paragraph 4.20 of the PWS. Use the Extended Delta EFDC Hydrodynamic Model developed in Task 8 to evaluate the potential effects of sea-level rise to natural and managed ecosystems and human systems in the Delta. FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AX	Task 21 Preparation of Draft Report FFP	1	Lump Sum		
	Task 21 IAW paragraph 4.21 of PWS. Preparation of a draft report describing the data, methods, setup and SLR analysis using extended Delta EFDC Hydrodynamic Model. Report to contain report sections describing the data, methods, calibration, validation, sensitivity and uncertainty results for the SLR analysis effort. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AY	Task 22 Delta EFDC ELAM Model Linkage FFP	1	Lump Sum		
	Task 22 IAW paragraph 4.22 of the PWS. Delta EFDC ELAM Model Linkeage and ADH Model extension. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AZ	Task 23 Draft Report FFP Task 23 IAW paragraph 4.23 of the PWS. Preparation of a draft report describing the code, methods, setup, analysis and results of the test models. Report to contain report sections describing the code, data and methods for this effort. FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001BA	Task 24 Delta Ecological Model Selection FFP Task 24 IAW paragraph 4.24 of the PWS. Evaluation of ecological models for use in combination with the Delta EFDC and Delta ADH models. FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001BB	Task 25 Delta Eco Model development FFP Task 25 IAW paragraph 4.25 of the PWS. Delta Ecological Model Development. Upon consultation and approval the Technical Point of Contact (TPOC), the contractor will develop an ecological food chain model to simulate ecological conditions in the Delta. FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001BC	Task 26 Delta Eco Model Calibration FFP Task 26 IAW paragraph 4.26 of the PWS . Delta Ecological Model Calibration. Calibration of the ecological food chain model of the Delta using the Delta EFDC hydrodynamic model calibration and validation periods. FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001BD	Task 27 Draft Report FFP Task 27 IAW paragraph 4.27 of the PWS. Preparation of a draft report describing the data, methods, setup, and calibration of the Delta Ecological Model. FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001BE	Task 28 Final Modeling Report & Tech Mem FFP Task 28 IAW paragraph 4.28 of the PWS. Final Modeling Report and Technical Memoranda- The Contractor shall compile and prepare a final report describing the data, methods, setup, calibration, validation and results for the EFDC hydrodynamic sediment transport, water quality and ecological modeling efforts. FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001BF	Task 29 SMS, ADH and EFDV Model Workshop FFP Task 29 IAW paragraph 4.29 of the PWS. Organize and present at the Sacramento District a 5-day workshop using SMS for ADH and EFDC hydrodynamic sediment transport and water quality models used under this contract. FOB: Destination	5	Days		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001BG	Task 30 Progress Reporting FFP Task 30 IAW paragraph 4.30 of the PWS. Progress Reporting. Preparation of progress/status reports to be delivered via email by the 15th of each months. Progress reports to be brief (1-2 pages) describing work performed and a quantitative statement of overall work progress, including percentage of work performed and a qualitative statement of overall work progress, including percentage of work accomplished on each task and submittal. FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001BH	Task 31 Meetings FFP Task 31 IAW paragraph 4.31 of the PWS. Prepare for and attend up to four (4) project meetings at the Sacramento District USACE offices in support of the project. Up to two staff shall attend each meeting. FOB: Destination	4	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	Task 32 Eval Existing Delta Levee System FFP Task 32 IAW paragraph 4.32 of the PWS. NOTE: this CLIN is not tied to an option year but can be exercised anytime during the life of the contract. Evaluate Existing Delta Levee System Vulnerability Analysis. Review available current information to include phase II of the Delta Risk Management Strategy and existing Delta Levee System vulnerability and geotechnical reports to identify areas and floodplains to assign risk. Period of Performance To be Determined. FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	Task 33 Evaluate Models FFP	1	Lump Sum		
	TAsk 33 IAW paragraph 4.33 of the PWS. NOTE: This CLIN is not tied to an option year but can be exercised anytime during the life of the contract. Evaluate the existing two-dimensional Delta ADH and three dimensional EFDC models to identify areas within the Delta that experience high shear stress and or tidal impacts which may damage the levee system. Period of Performance To Be Determined FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	Task 34 Develop Pritorized List FFP	1	Lump Sum		
	Task 34 IAW paragraph 4.34 of the PWS. NOTE: This CLIN is not tied to any option year but can be exercised anytime during the life of the contract. Work with the Sacramento District Technical Point of Contact to develop a prioritized list of areas for operational model development based upon the assessments completed in Option 32 and 33. Period of Performance To Be Determined. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	Task 35 Develop Delta Operational Model FFP Task 35 IAW paragraph 4.35 of the PWS. NOTE: This CLIN is not tied to any option year but can be exercised anytime during the life of the contract. Develop the Delta operational Model for each of the four areas identified in option Task 34. refine the existing delta ADH model to simulate a levee breach. Period Of Performance To Be Determined FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 OPTION	Task 36 Prepare Draft Report FFP Task 36 IAW paragraph 4.36 of the PWS. NOTE: this CLIN is not tied to any option year but can be exercised anytime during the life of the contract. Draft report describing data methods and setup of the operational model described in Option task 35. Period of Performance To Be Determined. FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 OPTION	Task 37 Operational Modeling Report FFP	1	Lump Sum		
Task 37 IAW paragraph 4.37 of the PWS. NOTE: This CLIN is not tied to any option year but can be exercised anytime during the life of the contract. Final Operational Modeling Report compile and prepare a FINAL report describing the data, methods, and results for each of the model scenarios evaluated under these option tasks. Period of Performance To Be Determined FOB: Destination					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008 OPTION	Task 38 Progress Reporting FFP	1	Lump Sum		
Task 38 IAW paragraph 4.38 of the PWS. NOTE: This CLIN is not tied to any option year but can be exercised anytime during the life of the contract. Progress Reporting Prepare progress/status reports to be delivered via email by the 15th of each month. Period of Performance to be Determined. FOB: Destination					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009 OPTION	Task 39 Meetings FFP	2	Each		
	Task 39 IAW paragraph 4.39 of the PWS. NOTE: This CLIN is not tied to any option year but can be exercised anytime during the life of the contract. Prepare for and attend up to two (2) project meetings at the Sacramento District USACE offices in support of the project. Period of Performance to be Determined FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010 OPTION	Task 40 Delta Modeling Workshop FFP	1	Lump Sum		
	Task 40 IAW paragraph 4.40 of the PWS. NOTE: This CLIN is not tied to any option year but can be exercised anytime during the life of the contract. Operational Delta Modeling Workshop. Organize and present at the Sacramento District a 5-day workshop using SMS for ADH and EFDC Explorer for the EFDC hydronamic operational model. Period of Performance to be Determined. FOB: Destination				

NET AMT

PERFORMANCE WORK STATEMENT

Performance Work Statement

30 July 2010

Project: CalFed/Delta Islands & Levees Feasibility Study Hydrodynamic Models of the Sacramento - San Joaquin Delta, Sacramento District, California.

Points of Contact

Contracting POC **Mr. Robert Garcia**
U.S. Army Corps of Engineers, Sacramento District
Attn: CESPCK-CT-B (Robert Garcia)
1325 J Street
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Contracting Officer's Representative **Mr. Rick Poepelman**
U.S. Army Corps of Engineers, Sacramento District
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Project Manager **Mr. Dennis Clark**
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Technical Point of Contact (TPOC) **Mr. Eugene C. Maak**
U.S. Army Corps of Engineers, Sacramento District
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Phone: (916) 557-7020
Email: Eugene.C.Maak@usace.army.mil

Payment Questions: Direct payment questions to the COR
For prompt payment, submit invoices to all parties and follow the guidance provided in the Invoicing and Payment paragraph. Payment is NET 30 unless the CONTRACTOR specifies prompt payment discount terms in the quote/proposal.

Incomplete or inaccurate invoices shall be returned to the CONTRACTOR for revision.

General Information

This is a performance-based contract for the continued development and refinement of the two- and three-dimensional modeling of the Sacramento- San Joaquin Delta as authorized in WRDA 2007, Public Law 108-361. The overall responsibility of the CONTRACTOR is to provide all labor, materials, and supplies necessary to plan, coordinate, organize, manage, and perform the activities described herein, which is to ensure continued development of hydrodynamic modeling tools necessary to evaluate infrastructure and ecosystem in accordance with current standard in the industry and the listed performance objectives.

Introduction

This Performance Work Statement describes the additional work required for the CalFED/Delta Islands & Levees Feasibility Study Hydrodynamic Models of the Sacramento and San Joaquin River Delta (The Delta). The Performance Based Service Contract provides the Contractor the flexibility to develop cost effective solutions and the opportunity to propose innovative alternatives to meet the stated objectives. It also presents the Government with an opportunity to assess the Offeror's understanding of all aspects of the effort to be performed by eliminating the "how to" instructions to accomplish the required effort normally contained on the State of Work that the Government traditionally provides to prospective Offeror's. Minimum levels of performance and disincentive for failure to meet the minimum levels are outlined in the "Performance of Work Requirements Summary" contained in Attachment A.

Background

The Sacramento San Joaquin Delta consists of a 700-mile network of controlled channels, 1,100 miles of levees and 70-plus islands, most of which are below sea level. The current system is a patchwork of projects implemented over the past 70 years.

The Suisun Marsh comprises approximately 85,000 acres of tidal marsh, managed wetlands, and waterways in southern Solano County. It is the largest remaining wetland around San Francisco Bay and includes more than ten percent of California's remaining wetland area. The Marsh is also a wildlife habitat of nationwide importance. It plays an important role in providing wintering habitat for waterfowl of the Pacific Flyway and, because of its size and estuarine location, supports a diversity of plant communities. These provide habitats for a variety of fish and wildlife, including several rare and endangered species.

The Suisun Bay and Delta (Delta) infrastructure and ecosystem are highly stressed and continuing development, subsidence, invasive species, seismic risk and weather/climatic risks challenge the system even further in the future. Public Law 108-361 directed USACE to participate in the CALFED interagency process, including the issues of water storage and conveyance, ecosystem restoration, watershed management, water quality and science. It directs USACE to reconstruct and enhance levees, including beneficial uses of dredged material; develop best management practices to control land subsidence in Delta Islands; develop a Delta levee emergency management plan; develop a Delta Risk Management Strategy; and coordinate Delta Levee projects with those under the Sacramento-San Joaquin Comprehensive Study. The Levee Stability Program consists of up to 68 independent flood risk reduction, ecosystem restoration, and/or water supply (conveyance) projects throughout the Delta, and is considered as a short term compliment to the other USACE initiative in the Delta, the Delta Study.

These imperatives require a comprehensive watershed approach to protect public safety, meet the region's water-related needs, sustain the economy and rehabilitate the ecosystem. A necessary first step as part of the comprehensive watershed approach is the collection and evaluation of the existing data and development of a coarse hydrodynamic model of the Delta. The work identified in this Scope is designed for the continued development and analysis of hydrodynamic tools necessary to support the CALFED Levee Stability Program that includes the continued development of hydrodynamic models needed for Emergency Management Operations as well as the Delta Study. The planned work includes the collection of additional data necessary for model refinement, water quality, stage, salinity and meteorological data as part of validation of a coarse 3-dimensional hydrodynamic and sediment transport model of the Delta. The work includes sensitivity and uncertainty analysis, sea-level rise analysis, and ecological model selection and subsequent ecological model development. Throughout the modeling process the Contractor shall perform a much needed data gap analysis to efficiently evaluate future data needs.

Description of Services

Task 1 – Extend the existing Delta EFDC Hydrodynamic Model Domain into the downstream CVFED domain - The Contractor will extend the “Delta” EFDC hydrodynamic model to include additional channels of the San Joaquin River system. The areas to be included are the areas known as Paradise Cut and the creeks and sloughs around the Empire and Terminus tracts that include Bear Creek, Fourteen Mile Slough and Sycamore Sloughs that intersect along the Mokelumne River. The model boundary extension will overlap the planned model domains of the CVFED effort in the region. Using the graphic provided all add to the existing EFDC model additional spatial model grid domain necessary to eliminate model boundary errors while adding sufficient resolution to accurately evaluate water surface elevations in and around the described CVFED model domain.

Task 2 – Validation of the Delta EFDC Hydrodynamic Model - The Contractor shall provide all personnel, equipment, material, tools, supervision, quality control, and all other items necessary for hydrodynamic model validation.

The Contractor shall validate the Delta EFDC hydrodynamic model using data from water year 2003. Model state variables used for validation will include water surface elevation, horizontal current velocities, salinity concentration, and temperature. When necessary the Contractor will participate in an ADCP Field data collection effort using existing USACE IDIQ contracts for data collection. USGS methods will be used to conduct ADCP measurements of flow and velocities at up to three locations within the Delta. The Contractor shall process the raw ADCP measurements and will compare the results to the Delta EFDC hydrodynamic model validation simulations as an additional model validation step. A brief study plan will be prepared and supplied to the existing USACE IDIQ contractor that describes the methods that will be used and locations where the ADCP measurement will be taken. The USACE TPOC will review the study plan before the work can be initiated.

As part of the validation task the Contractor will conduct an evaluation to determine the level of agreement between model predictions and observations of stated variables for water year 2003. Adjustments to boundary conditions and forcing functions to improve the level of agreement in relation to the observational data used must be documented in the model calibration report. Variables, observational data, and quantitative measures used for calibration will be compared and an appropriate quantitative measure, to include time series error, such as mean absolute error; root mean square error; linear regression; or least squares harmonic analysis will be described in the model calibration report. The model is considered validated if a similar level of agreement similar to that obtained during calibration is achieved. For water surface elevation validation, the

contractor shall present time series plots and RMS errors in graphical and tabular form. Velocity validation will include a comparison of observed and predicted velocities. Temperature and salinity validation will include comparisons for temperature, salinity and profile comparisons in a similar format to those provided in the calibration report.

As part of this effort the Contractor will collect and review available historical data for the Delta for the period of 2003. The Contractor shall work with USACE, other Federal Agencies, and the State to acquire the data listed in this task with emphasis on available data in digital form. The Contractor shall use the data to construct files compatible for use as input files for the EFDC hydrodynamic model. The following information and data will be collected:

- Available meteorological data including rainfall, wind, solar radiation, cloud cover, barometric pressure, air temperature, relative humidity, and dew point temperature as available from USACE, NOAA, USGS and the California Department of Water Resources (DWR).
- GIS coverage of existing hydrography, bathymetry, cuts and channels from the USACE, USGS, NRCS and DWR.
- Existing representative channel cross-sections along the marine segments of main channels and the tributary channels from the USACE and/or SFWMD as-built plans or models.
- Flow, salinity and water temperature data for the Delta from the Corps, USGS and DWR for 2003. Data from monitoring programs required by local governments and performed by many public and private stakeholders shall be obtained from up to ten (10) agencies that require this data to be collected.
- Time series of tide levels from gage measurements, if available, or from tide prediction models available from NOAA or FEMA for water year 2003.

Task 3 – Delta EFDC Hydrodynamic Model Sensitivity and Uncertainty Analysis - The Contractor shall conduct a Sensitivity and Uncertainty Analysis to determine how the hydrodynamic model results change with input data variation. The sensitivity analysis will contribute to understanding the propagation of uncertainty in the EFDC model response due to measurement error, systematic and random variation in values such as bed elevations, and coefficient measurability (such as roughness). Uncertainty analyses will be performed by testing the model's sensitivity to variations in primary input data – geometry, boundary conditions, and coefficients – in combination with the validation to field observations.

The Contractor will perform sensitivity testing using First Order Variance Analysis (Porter et al. 1999) and Harr's Probabilistic Point Estimate method (Harr 1989), focusing on input geometry, freshwater flow, and sea level, which are the primary sources of variation in shallow water flow modeling. In consultation with the TPOC, the Contractor shall choose a representative period of the validation record and make three variation simulations each for bathymetry, freshwater inflow, and sea level, two with systematic perturbations and one with random perturbations for a total of nine simulations of the period, typically one year. The products of these analyses will be tabular and graphical displays of uncertainty bounds on predicted water levels, flow velocities, and salinities. When completed the Contractor shall prepare a Technical Memorandum that describes in summary form, the conclusions and recommendations of the analysis.

Task 4 – The contractor shall prepare a draft report describing the data, methods, setup, calibration,

validation of the Delta EFDC Hydrodynamic Model. This report shall contain report sections describing the data, methods, calibration, validation, sensitivity and uncertainty results for the EFDC Hydrodynamic modeling efforts. This report shall include graphical and statistical representations of the model results and electronic versions of all models, data, tools, input files and deliverables.

Task 5 – Validation of the Delta EFDC Sediment Transport Model - The Contractor shall validate the Delta EFDC sediment transport model using the validated Delta EFDC hydrodynamic model and sediment data from water year 2003. The model shall simulate both cohesive and non-cohesive sediment transport, deposition and erosion. The model shall be validated to observed suspended sediment and deposition data, including navigation channel shoaling. The following subtasks are part of this effort.

- The EFDC_Explorer pre-post processing software for EFDC shall be utilized to setup and validate the 3-dimensional sediment transport model. The EFDC_Explorer shall be used to provide graphical and statistical output of model validation results.
- The Contractor shall develop the sediment transport model for Delta consistent with the model domain defined in Task 1 (Hydrodynamic Model). The model shall contain all the major water bodies within the Sacramento San Joaquin Delta.
- The Contractor shall collect, review and prepare hydrodynamic and sediment data for water year 2003.

Task 6 – Delta EFDC Sediment Transport Model Sensitivity and Uncertainty - The Contractor shall conduct a Sensitivity and Uncertainty Analysis to determine how the sediment transport model results change with input data variation. The sensitivity analysis will contribute to understanding the propagation of uncertainty in the EFDC model response due to measurement error, systematic and random variation in values such as bed elevations, and coefficient measurability (such as roughness). Uncertainty analyses will be performed by testing the model's sensitivity to variations in primary input data – geometry, boundary conditions, and coefficients – in combination with the validation to field observations.

The Contractor will perform sensitivity testing using First Order Variance Analysis (Porter et al. 1999) and Harr's Probabilistic Point Estimate method (Harr 1989), focusing on input geometry, freshwater flow, and sea level, which are the primary sources of variation in shallow water flow modeling. In consultation with the TPOC, the Contractor shall choose a representative period of the validation record and make three variation simulations each for bathymetry, freshwater inflow, and sea level, two with systematic perturbations and one with random perturbations for a total of nine simulations of the period, typically one year. The products of these analyses will be tabular and graphical displays of uncertainty bounds on predicted water levels, flow velocities, salinities, and sediment bed changes. When completed the Contractor shall prepare a Technical Memorandum that describes in summary form, the conclusions and recommendations of the analysis.

Task 7 – The contractor shall prepare a draft report describing the data, methods, setup, calibration, validation of the Delta EFDC Sediment Transport Model. This report shall contain report sections describing the data, methods, calibration, validation, sensitivity and uncertainty results for the EFDC sediment transport modeling efforts. This report shall include graphical and statistical representations of the model results and electronic versions of all models, data, tools, input files and deliverables.

Task 8 – Calibrate the Delta EFDC Water Quality Model - The Contractor will develop, and calibrate a 3-dimensional water quality model using the internal water quality sub-model (HEM-3D) within EFDC using the water quality data from year 2004. The kinetic processes simulated within the EFDC-HEM-3D sub-model are based on the 3-D water quality model CE-QUAL-ICM (Cercio & Cole 1994). The EFDC water quality model will be used to establish a baseline condition representing total nitrogen, total phosphorus, organic carbon, and Chlorophyll-a for future scenario simulations. Subject to the availability of data, the EFDC sediment diagenesis simulation capability will be utilized to link the water column deposition of particulate organic matter with coupled simulations of sediment oxygen demand and benthic nutrient fluxes for nitrogen and phosphorus.

Task 9 – Validate the Delta EFDC Water Quality Model - The Contractor will validate a 3-dimensional water quality model using the internal water quality sub-model (HEM-3D) within EFDC using the water quality data from year 2003. The kinetic processes simulated within the EFDC-HEM-3D sub-model are based on the 3-D water quality model CE-QUAL-ICM (Cercio & Cole 1994). The EFDC water quality model will be used to establish a baseline condition representing total nitrogen, total phosphorus, organic carbon, and Chlorophyll-a for future scenario simulations. Subject to the availability of data, the EFDC sediment diagenesis simulation capability will be utilized to link the water column deposition of particulate organic matter with coupled simulations of sediment oxygen demand and benthic nutrient fluxes for nitrogen and phosphorus.

Task 10 – Delta EFDC Water Quality Model Sensitivity and Uncertainty - The Contractor shall conduct a Sensitivity and Uncertainty Analysis to determine how the water quality model results change with input data variation. Uncertainty analyses will be performed by testing the model's sensitivity to variations in primary input data – geometry, boundary conditions, and coefficients – in combination with the validation to field observations.

The Contractor will perform sensitivity testing using First Order Variance Analysis (Porter et al. 1999) and Harr's Probabilistic Point Estimate method (Harr 1989), focusing on input geometry, freshwater flow, and sea level, which are the primary sources of variation in shallow water flow modeling. In consultation with the TPOC, the Contractor shall choose a representative period of the validation record and make three variation simulations each for bathymetry, freshwater inflow, and sea level, two with systematic perturbations and one with random perturbations for a total of nine simulations of the period, typically one year. The products of these analyses will be tabular and graphical displays of uncertainty bounds on predicted water levels, flow velocities, sediment oxygen demand and benthic nutrient fluxes for nitrogen and phosphorus. When completed the Contractor shall prepare a Technical Memorandum that describes in summary form, the conclusions and recommendations of the analysis.

Task 11 – The contractor shall prepare a draft report describing the data, methods, setup, calibration, validation of the Delta EFDC Water Quality Model. This report shall contain report sections describing the data, methods, calibration, validation, sensitivity and uncertainty results for the EFDC water quality modeling efforts. This report shall include graphical and statistical representations of the model results and electronic versions of all models, data, tools, input files and deliverables.

Task 12 – Setup, and Calibrate an Extended Delta EFDC Hydrodynamic Model - The Contractor shall setup and calibrate an extended Delta EFDC hydrodynamic model. Using the extended model developed in Task 1 the contractor will extend the model westward to include the NOAA NOS gage Station ID: 9414290. The contractor shall add to the Delta EFDC model (Task 1) additional model grid spatial domain necessary to eliminate model boundary errors while adding sufficient resolution to accurately translate the principal bay/tidal harmonics, measured at NOS Station ID –

9414290, upstream through the system. The NOAA record will be analyzed to evaluate the presence of any sub-tidal variation in water surface elevation and its impact on the principle harmonic amplitudes at this station. This model will be labeled as the “Extended-Delta” EFDC model.

The Contractor shall calibrate the Extended-Delta EFDC hydrodynamic model using data from water year 2004. Model state variables used for calibration will include tidal harmonics, water surface elevation, horizontal current velocities, salinity concentration, and temperature. Adjustments to boundary conditions and forcing functions to improve the level of agreement in relation to the observational data used must be documented in the model calibration report. Variables, observational data, and quantitative measures used for calibration will be compared and an appropriate quantitative measure, to include time series error, such as mean absolute error; root mean square error; linear regression; or least squares harmonic analysis will be described in the model calibration report.

Bathymetric and DEM data will be merged using the NOAA VDatum tool to yield a seamless depiction of elevation of the region to be used as a basis for a hydrodynamic model. The Extended-Delta EFDC hydrodynamic model will be used to model system hydrodynamics for each of these scenarios. Climate change (i.e. changes to hydrologic regime) will not be coupled with this analysis so historical flows for 2003-2004 will be used as upstream boundary conditions. Inundation maps will be generated for six scenarios to depict the future shoreline. A typical flooding case will also be run to yield water surface elevations at critical locations within the Delta for the purpose of planning levee improvements. Statistical analysis will be performed to water level predictions based on input data and model uncertainty to generate a probabilistic interpretation of predicted water levels. Changes in the salinity regime within the Delta will be analyzed including typical intrusion during the summer months and impacts on the salinity of water exports. Changes in water level, shoreline, and salinity are crucial as they set the template for the ecosystem. Results from the hydrodynamic and inundation analysis shall be provided to identify areas of critical physical habitat that may be impacted to allow proactive, targeted mitigation.

Task 13 – Validate the Extended Delta EFDC Hydrodynamic Model - The Contractor shall validate the Extended-Delta EFDC hydrodynamic model. Using water year 2003, the contractor will conduct an evaluation to determine the level of agreement between model predictions and observations of stated variables over a time interval not used in the calibration process. For water surface elevation validation, the contractor shall present time series plots and RMS errors in graphical and tabular form. Velocity validation will include a comparison of observed and predicted velocities. Temperature and salinity validation will include comparisons for temperature, salinity and profile comparisons in a similar format to those provided in the calibration report.

Task 14 – Extended Delta EFDC Hydrodynamic Model Sensitivity and Uncertainty Analysis - The Contractor shall conduct a Sensitivity and Uncertainty Analysis to determine how the hydrodynamic model results change with input data variation. The sensitivity analysis will contribute to understanding the propagation of uncertainty in the EFDC model response due to measurement error, systematic and random variation in values such as bed elevations, and coefficient measurability (such as roughness). Uncertainty analyses will be performed by testing the model’s sensitivity to variations in primary input data – geometry, boundary conditions, and coefficients – in combination with the validation to field observations.

The Contractor will perform sensitivity testing using First Order Variance Analysis (Porter et al. 1999) and Harr’s Probabilistic Point Estimate method (Harr 1989), focusing on input geometry, freshwater flow, and sea level, which are the primary sources of variation in shallow water flow

modeling. In consultation with the TPOC, the Contractor shall choose a representative period of the validation record and make three variation simulations each for bathymetry, freshwater inflow, and sea level, two with systematic perturbations and one with random perturbations for a total of nine simulations of the period, typically one year. The products of these analyses will be tabular and graphical displays of uncertainty bounds on predicted water levels, flow velocities, and salinities. When completed the Contractor shall prepare a Technical Memorandum that describes in summary form, the conclusions and recommendations of the analysis.

Task 15 – The Contractor shall prepare a draft report describing the data, methods, setup, calibration, validation of the Extended Delta EFDC Hydrodynamic Model. This report shall contain report sections describing the data, methods, calibration, validation, sensitivity and uncertainty results for the EFDC Hydrodynamic modeling efforts. This report shall include graphical and statistical representations of the model results and electronic versions of all models, data, tools, input files and deliverables.

Task 16 – Setup, and Calibrate a Suisun Marsh Hydrodynamic Model – Levee upgrades have been specifically proposed for Simons-Wheeler, Van Sickle, Grizzly West, and Honker Bay Islands as well as more comprehensive plans for the levee network to protect critical habitat and flood damage reduction. In support of ecological restoration efforts, the Contractor shall develop a calibrated and validated 3-D EFDC hydrodynamic model of Suisun Marsh including the waterways associated with Simons-Wheeler, Van Sickle, Grizzly West, and Honker Bay Islands for water years 2004. The existing Extended-Delta EFDC 3-D hydrodynamic model will be used to provide upstream and downstream boundary conditions. This will allow for simulations of high-water events to identify stage and velocity at critical points in the levee network.

The Contractor, using the Simulating Waves Nearshore (SWAN) or similar model, will simulate the effects of wind generated waves across the long fetch of Suisun Bay to determine their potential impact to the levee network. The wind-wave analysis will use the SWAN public domain software for simulations of wave frequency, magnitude and direction in the deeper areas of the Bay (depth greater than 2m) and nonlinear methods to propagate wave shoreward in the shallow (near-shore) mud flats. Hydrodynamic data will provide critical information for input to specialized ecological models.

Task 17 – Validate a Suisun Marsh Hydrodynamic Model – The Contractor shall validate the Suisun Marsh EFDC hydrodynamic model. Using water year 2003, the Contractor will conduct an evaluation to determine the level of agreement between model predictions and observations of stated variables over a time interval not used in the calibration process. For water surface elevation validation, the contractor shall present time series plots and RMS errors in graphical and tabular form. Velocity validation will include a comparison of observed and predicted velocities. Temperature and salinity validation will include comparisons for temperature, salinity and profile comparisons in a similar format to those provided in the calibration report.

Task 18 – Suisun Marsh EFDC Hydrodynamic Model Sensitivity and Uncertainty Analysis - The Contractor shall conduct a Sensitivity and Uncertainty Analysis to determine how the hydrodynamic model results change with input data variation. The sensitivity analysis will contribute to understanding the propagation of uncertainty in the EFDC model response due to measurement error, systematic and random variation in values such as bed elevations, and coefficient measurability (such as roughness). Uncertainty analyses will be performed by testing the model's sensitivity to variations in primary input data – geometry, boundary conditions, and coefficients – in combination with the validation to field observations.

The Contractor will perform sensitivity testing using First Order Variance Analysis (Porter et al. 1999) and Harr's Probabilistic Point Estimate method (Harr 1989), focusing on input geometry, freshwater flow, and sea level, which are the primary sources of variation in shallow water flow modeling. In consultation with the TPOC, the Contractor shall choose a representative period of the validation record and make three variation simulations each for bathymetry, freshwater inflow, and sea level, two with systematic perturbations and one with random perturbations for a total of nine simulations of the period, typically one year. The products of these analyses will be tabular and graphical displays of uncertainty bounds on predicted water levels, flow velocities, and salinities. When completed the Contractor shall prepare a Technical Memorandum that describes in summary form, the conclusions and recommendations of the analysis.

Task 19 – The Contractor shall prepare a draft report describing the data, methods, setup, calibration, validation of Suisun Marsh EFDC Hydrodynamic Model. This report shall contain report sections describing the data, methods, calibration, validation, sensitivity and uncertainty results for the EFDC Hydrodynamic modeling efforts. This report shall include graphical and statistical representations of the model results and electronic versions of all models, data, tools, input files and deliverables.

Task 20 – Sea-Level Rise (SLR) Analysis - The Contractor shall use the Extended-Delta EFDC Hydrodynamic Model developed in Task 8 to evaluate the potential effects of sea-level rise to natural and managed ecosystems and human systems in the Delta. Using EC 1165-2-211, labeled “Water Resource Policies and Authorities Incorporating Sea-Level Change Considerations in Civil Works Programs”, and the fourth assessment of the Intergovernmental Panel on Climate Change (IPCC) the Contractor will conduct a SLR analysis to evaluate three scenarios of future sea-level rise. These scenarios include low, intermediate, and high rates and will use two time spans into the future at 50 years and 100 years. The Contractor will consult with USACE to develop input parameters necessary for this analysis using the latest scientific/IPCC guidance to develop defensible tidal harmonic rates and ranges for use as input to the Extended-Delta EFDC Hydrodynamic Model. As part of this effort the Contractor will collect any additional tide stage data, ground subsidence information and flow data necessary for model calibration/validation.

Task 21 – The Contractor shall prepare a draft report describing the data, methods, setup, and SLR analysis using Extended Delta EFDC Hydrodynamic Model. This report shall contain report sections describing the data, methods, calibration, validation, sensitivity and uncertainty results for the SLR analysis effort. This report shall include graphical and statistical representations of the model results and electronic versions of all models, data, tools, input files and deliverables.

Task 22 – Delta EFDC - ELAM Model Linkage and ADH Model Extension - The Contractor shall link the Eulerian-Lagrangian-Agent Method (ELAM) Fish Behavior model to the calibrated and validated Delta EFDC hydrodynamic model. This task will extend the capability for forecasting multidimensional movement behavior patterns of individual aquatic animals. It includes the development of three successively more complex EFDC test models and linking them to the ELAM model. The test models that will be developed and linked to the ELAM model include the following:

- Rectangular channel
- Trapezoidal channel
- A meandering segment of the existing EFDC Delta Model with wetting and drying turned on.

The ELAM model software as well as a detailed description of the software formatting will be provided by the USACE ERDC.

This task includes the extension of the existing Sherman Island ADH model upstream along the Sacramento River from River Mile 47.6 to River Mile 117. This task includes all steps necessary for grid development, model development and model calibration for use with the ELAM model currently under development by ERDC.

- Task 23 – The Contractor shall prepare a draft report describing the code, methods, setup, analysis and results of the test models. This report shall contain report sections describing the code, data, and methods for this effort. This report shall include graphical and statistical representations of the model results and electronic versions of all models, data, tools, input files and deliverables.
- Task 24 – Delta Ecological Model Selection - The Contractor shall evaluate ecological models for use in combination with the Delta EFDC and Delta ADH models. The Contractor will evaluate the EcoPath/EcoSim models and Comprehensive Aquatic Simulation Model (CASM) to determine which model is more suitable for the ecological conditions in the Delta. The Contractor shall prepare a Technical Memoranda to support the model recommendation.
- Task 25 – Delta Ecological Model Development - Upon consultation and approval by the TPOC, the Contractor will develop an ecological food chain model to simulate ecological conditions in the Delta.
- Task 26 – Delta Ecological Model Calibration – The Contractor will calibrate the ecological food chain model of the Delta to using the Delta EFDC hydrodynamic model calibration and validation periods as discussed above.
- Task 27 – The Contractor shall prepare a draft report describing the data, methods, setup, and calibration of the Delta Ecological Model. This report shall contain report sections describing the data, methods, calibration, sensitivity and uncertainty results for the Delta Ecological modeling efforts. This report shall include graphical and statistical representations of the model results and electronic versions of all models, data, tools, input files and deliverables.
- Task 28 – Final Modeling Report & Technical Memoranda - The contractor shall compile and prepare a final report describing the data, methods, setup, calibration, validation and results for each of the models used in this contract. The contractor shall prepare report sections describing the data, methods, calibration, validation, sensitivity and uncertainty results for the EFDC hydrodynamic, sediment transport, water quality, and ecological modeling efforts. All reports shall include graphical and statistical representations of the model results and electronic versions of all models, data, tools, input files and deliverables.
- Task 29 – SMS, ADH and EFDC Model Workshop - The contractor shall organize and present at the Sacramento District a 5-day workshop using SMS for ADH and EFDC Explorer for the EFDC hydrodynamic, sediment transport and water quality models used under this contract. Two Contractor staff will provide instruction for the Workshop. The Contractor will provide the EFDC and EFDC_Explorer software on a CD to the Sacramento District for use during the Workshop. The Sacramento District IT staff will install the ADH, SMS, EFDC and EFDC_Explorer modeling software on District computers used for training with technical assistance from the Contractor for the EFDC and EFDC_Explorer software. An EFDC_Explorer Users Guide will be provided for up to 15 USACE/DWR attendees.

As a recognized expert in the application of the EPA's - EFDC modeling code, the Contractor shall consult with USACE SPK and serve as a technical advisor on matters relating to EFDC model

development and calibration to support proposed CalFed project alterations within the Delta. The services shall be performed via telephone and email correspondence.

Task 30 – Progress Reporting - The contractor shall prepare progress/status reports to be delivered via email by the 15th of each month. Progress reports shall be brief (1-2 pages) describing work performed and a quantitative statement of overall work progress, including percentage of work accomplished on each task and submittal. Also, include a description of the current problems that shall impede performance of the tasks outlined in this Statement of Work (SOW) and suggest corrective actions. This report shall also discuss work to be performed on monthly time frame containing a current submittal schedule. Progress reports shall be emailed to the Technical Point of Contact found under Points of Contact (TPOC). (Please note: Service contracts cannot be paid based on percentage of work completed. Payment is based on completed tasks.)

Task 31 – Meetings - The contractor shall prepare for and attend up to four (4) project meetings at the Sacramento District USACE offices in support of the project. Up to two staff shall attend each meeting. These meetings include two – one day meetings to be held at ERDC in Vicksburg, MS with up to two Contractor project staff. The EFDC Explorer software shall be used to prepare visualizations and animations of hydrodynamic calibration model results.

OPTION Task 32 – Evaluate Existing Delta Levee System Vulnerability Analysis - The Contractor shall review available current information, to include Phase II of the Delta Risk Management Strategy, and existing Delta Levee system vulnerability and geotechnical reports to identify areas and floodplains to assign risk. Using the USACE Composite Risk Methodology (CRM) the Contractor shall make efforts to 1) assess the probability of an adverse event, 2) estimate the expected result or severity of an event or occurrence, 3) determine the specified level of risk for a given probability and severity using the standard USACE risk assessment matrix. These efforts will be used to target areas of concern for use in outlining the development of an operational model in support of emergency management contingency planning. The Contractor shall prepare a draft report describing the methods, parameters, analysis and results of the Delta Levee System Vulnerability Analysis. This report shall include all applicable policy requirements as well as analysis and recommendations to address the targeted areas of concern. This Contract Line Item (CLIN) is not tied to any option year but can be exercised at any time during the life of the Contract.

OPTION Task 33 – The Contractor shall evaluate the existing two-dimensional Delta ADH and three-dimensional EFDC models to identify areas within the Delta that experience high shear stress and or tidal impacts which may damage the levee system. The Contractor shall prepare a draft report describing the methods and parameters used to evaluate the existing models and the analysis undertaken to evaluate areas of concern for high shear and tidal impacts. This report, labeled Areas of Hydrologic Concern, shall include all analysis and recommendations to address the targeted areas of concern. This Contract Line Item (CLIN) is not tied to any option year but can be exercised at any time during the life of the Contract.

OPTION Task 34 – The Contractor shall work closely with Sacramento District Technical Point of contact to develop a prioritized list of areas for operational model development based upon the assessments completed in Option Tasks 32 & 33. For this effort a maximum of four areas will be identified for additional study. The Contractor shall develop a Technical Memorandum that will describe the parameters used to screen and prioritize the areas of concern. This Contract Line Item (CLIN) is not tied to any option year but can be exercised at any time during the life of the Contract.

OPTION Task 35 – Develop the Delta Operational Model - For each of the four areas identified in

OPTION Task 34 the Contractor shall refine the existing Delta ADH model to simulate a levee breach and inundation of the floodplain or interior areas of Delta islands. The ADH model shall be used to simulate non-hydrostatic flow conditions in the vicinity of the levee breach. The ADH model shall be linked to a shallow water EFDC model as necessary for large floodways to facilitate post processing and visualization of inundation areas, wetting and drying and other graphical representations of model results. This Contract Line Item (CLIN) is not tied to any option year but can be exercised at any time during the life of the Contract.

OPTION Task 36 – The Contractor shall prepare a draft report describing the data, methods and setup of the operational model as described in OPTION Task 35. This report shall contain report sections describing the data, methods, and uncertainty results of the analysis. This report shall include graphical and statistical representations of the model results and electronic versions of all models, data, tools, input files and deliverables. This Contract Line Item (CLIN) is not tied to any option year but can be exercised at any time during the life of the Contract.

OPTION Task 37 – Final Operational Modeling Report - The contractor shall compile and prepare a final report describing the data, methods, and results for each of the model scenarios evaluated under these option tasks. The contractor shall prepare report sections describing the results for the ADH and EFDC hydrodynamic modeling efforts. All reports shall include graphical and statistical representations of the model results and electronic versions of all models, data, tools, input files and deliverables. This Contract Line Item (CLIN) is not tied to any option year but can be exercised at any time during the life of the Contract.

OPTION Task 38 – Progress Reporting - The contractor shall prepare progress/status reports to be delivered via email by the 15th of each month. Progress reports shall be brief (1-2 pages) describing work performed and a quantitative statement of overall work progress, including percentage of work accomplished on each task and submittal. Also, include a description of the current problems that shall impede performance of the tasks outlined in this Statement of Work (SOW) and suggest corrective actions. This report shall also discuss work to be performed on monthly time frame containing a current submittal schedule. Progress reports shall be emailed to the Technical Point of Contact found under Points of Contact (TPOC). (Please note: Service contracts cannot be paid based on percentage of work completed. Payment is based on completed tasks.) This Contract Line Item (CLIN) is not tied to any option year but can be exercised at any time during the life of the Contract.

OPTION Task 39 – Meetings - The contractor shall prepare for and attend up to two (2) project meetings at the Sacramento District USACE offices in support of the project. Up to two staff shall attend each meeting. The EFDC Explorer and ADH software shall be used to prepare visualizations and animations of hydrodynamic model results. This Contract Line Item (CLIN) is not tied to any option year but can be exercised at any time during the life of the Contract.

OPTION Task 40 – Operational Delta Modeling Workshop - The contractor shall organize and present at the Sacramento District a 5-day workshop using SMS for ADH and EFDC Explorer for the EFDC hydrodynamic operational model. Two Contractor staff will provide instruction for the Workshop. The Contractor will provide the EFDC and EFDC_Explorer software on a CD to the Sacramento District for use during the Workshop. The Sacramento District IT staff will install any required software on District computers used for training with technical assistance from the Contractor for the EFDC and EFDC_Explorer software. An EFDC_Explorer Users Guide will be provided for up to 25 USACE/DWR attendees. This Contract Line Item (CLIN) is not tied to any option year but can be exercised at any time during the life of the Contract.

List of Deliverables

In accordance with the submittal schedule below the Contractor shall provide working copies of the associated EFDC hydrodynamic, sediment transport and water quality models. The Contractor shall set-up and confirm the models run properly on specified Sacramento District computers. Two hard copies and one digital .PDF copy of the draft report sections will be provided. Five hard copies and 5 digital .PDF copies of the final report will be provided.

The Contractor shall also provide to the Government electronic format input data and model files that are used to set-up calibrate and validate the EFDC hydrodynamic, sediment transport and water quality models.

Submittal Schedule

Progress Reporting – The contractor shall prepare progress/status reports to be delivered by the 15th of each month.

The Contractor shall deliver the preliminary model and draft report section labeled “Delta EFDC Hydrodynamic Model Validation” within 150 calendar days after the effective date of the contract action.

The government shall have 30 calendar days to review the draft submittal. The Contractor shall then have 30 calendar days to incorporate the review comments into the final draft report section.

The Contractor shall organize and present at the Sacramento District a 5-day workshop using SMS for ADH and EFDC Explorer for the EFDC hydrodynamic, sediment transport and water quality models used under this contract within 180 calendar days after the effective date of the contract action. Exact dates for this workshop will be coordinated with the Project TPOC.

The Contractor shall deliver the preliminary model and draft report section labeled “Delta EFDC/ADH ELAM Linkage Analysis” within 180 calendar days after the effective date of the contract action.

The government shall have 30 calendar days to review the draft submittal. The Contractor shall then have 30 calendar days to incorporate the review comments into the final draft report section.

The Contractor shall deliver the preliminary model and draft report section labeled “Delta EFDC Sediment Transport Model Validation” within 210 calendar days after the effective date of the contract action.

The government shall have 30 calendar days to review the draft submittal. The Contractor shall then have 30 calendar days to incorporate the review comments into the final draft report section.

The Contractor shall deliver the preliminary model and draft report sections labeled “Delta EFDC Water Quality Model Validation” within 240 calendar days after the effective date of the contract action.

The government shall have 30 calendar days to review the draft submittal. The Contractor shall then have 30 calendar days to incorporate the review comments into the final draft report section.

The Contractor shall deliver the preliminary and draft report sections labeled “Extended Delta EFDC Hydrodynamic Model Calibration and Validation” within 270 calendar days after the effective date of the contract action.

The government shall have 30 calendar days to review the draft submittal. The Contractor shall then have 30 calendar days to incorporate the review comments into the final draft report section.

The Contractor shall deliver the preliminary model and draft report sections labeled “Sea-Level Rise Analysis Using the Extended Delta EFDC Hydrodynamic Model” within 330 calendar days after the effective date of the contract action.

The government shall have 30 calendar days to review the draft submittal. The Contractor shall then have 30 calendar days to incorporate the review comments into the final draft report section.

The Contractor shall deliver the preliminary model and draft report sections labeled “Delta Ecological Model for Use in the Delta EFDC Hydrodynamic Model” within 360 calendar days after the effective date of the contract action.

The government shall have 45 calendar days to review the draft submittal. The Contractor shall then have 45 calendar days to incorporate the review comments into the final draft report section.

The Contractor shall deliver the final draft of all data, models, and final draft report labeled “3-Dimensional Hydrodynamics of the San Joaquin & Sacramento River Delta” within 450 calendar days after the effective date of the contract action. The Contractor shall prepare the final technical report to summarize and document data sources, model components and the development calibration and validation of the 3-dimensional EFDC hydrodynamic, sediment transport and water quality model of the Sacramento San Joaquin Delta. This report will also include a discussion of procedures used for development and linkage of external boundary conditions, model calibration/validation results, including relative error statistics to document model. The final report will include, but not be limited to, an executive summary, overview of the EFDC model, summary of data sources and data used in development of the model, calibration/validation techniques and results presented in both narrative and graphical form. This final report will include all report finalized subsections listed in the deliverables above.

The government shall have 60 calendar days to review the draft submittal. The CONTRACTOR shall then have 30 calendar days to incorporate the review comments into the final Report.

Upon notification of OPTION award the Contractor shall have 120 calendar days after notification or 120 days after the completion of Task 14 to deliver the Delta Levee System Vulnerability Analysis Draft Report.

The government shall have 14 calendar days to review the draft submittal. The CONTRACTOR shall then have 30 calendar days to incorporate the review comments into the final draft report section.

Upon notification of OPTION award the Contractor shall have 150 calendar days after notification to deliver the Operational Model Selection Draft Report.

The government shall have 14 calendar days to review the draft submittal. The CONTRACTOR shall then have 30 calendar days to incorporate the review comments into the final draft report section.

Upon notification of OPTION award the Contractor shall have 180 calendar days after notification to deliver the Technical Memorandum the Screening measures used for the selection of areas of concern to be modeled in the Operational Model.

The government shall have 14 calendar days to review the draft submittal. The CONTRACTOR shall then have 30 calendar days to incorporate the review comments into the final draft report section.

Upon notification of OPTION award the Contractor shall have 230 calendar days after notification to deliver the Final Operational Model Report.

The government shall have 14 calendar days to review the draft submittal. The CONTRACTOR shall then have 30 calendar days to incorporate the review comments into the Final Operational Model Report.

Upon notification of OPTION award the Contractor shall organize and present at the Sacramento District a 5-day workshop using SMS for ADH and EFDC Explorer for the EFDC hydrodynamic, for the Delta Operational model developed under this contract within 180 calendar days after the effective date of the contract action. Exact dates for this workshop will be coordinated with the Project TPOC.

Reporting Requirements

Draft and final write-ups of the report sections used in the setup, calibration and validation described above of the "Delta EFDC Hydrodynamic and Sediment Transport Model Validation as described. The final deliverable shall respond to all comments received on the draft deliverable. One round of comments shall be provided to the Contractor from USACE and other cooperating Federal, state, and local agencies on the draft chapters.

All documents or deliverables produced shall be in MS Word, Excel, or PowerPoint formats and shall be transmitted to the PM and TPOC. One hard copy of the draft and final deliverables shall be provided. Five CDs each of the draft and final deliverables and supporting documents shall be provided.

E-Verify

As of September 8, 2009, employers with Federal contracts or subcontracts are required to use E-Verify to determine the employment eligibility of employees performing direct, substantial work under those Federal contracts.

Information on registration for and use of the E-Verify program can be obtained via the internet at the Department of Homeland Security website at: <http://www.dhs.gov/E-Verify>.

Miscellaneous Requirements

Public Inquiries the Contractor shall refer all questions from the public to the TPOC, Eugene Maak at 916-557-7020.

Immediate Notification by Contractor about Unclear Requirements. The contractor shall be responsible to immediately notify Eugene Maak at 916-557-7020 of any missing or unclear criteria required for completion of work/report so work milestones are not impacted.

Non-Release of Data to Unauthorized Persons/ Entity. All data, plans and other materials generated by the activities in this scope of work are the property of the U.S. Government and shall not be released to any unauthorized person or entity by the contractor, its subcontractors, or their employees without written authorization from the Contracting Officer.

Contract Objectives

To use an innovative and creative technical approach in the development of hydrodynamic models of the Delta.

To have the Contractor propose a business solution using performance based contracting techniques with incentives and disincentives designed to reward superior performance.

Period of Performance

The minimum life of the contract is one base period of two (2) years with options to extend the term of the contract up to three (3) additional one (1) years periods. The maximum life of the contract, including any options, shall not exceed five (5) years.

All work completed under this contract shall be performed on days and dates specified with the work schedule. A business day shall be considered Monday through Friday.

No work shall be conducted on days other than those scheduled without prior approval from the COR. Work completed for this shall be accomplished during the hours of 7:45 a.m. and 4:30 p.m. If the services to be performed fall on a Federal holiday, the services shall be performed on the next following workday. The ten Federal holidays observed as follows:

- New Year's Day (January 1st)
- Martin Luther King Day (3rd Monday in January)
- President's Day (3rd Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4th)
- Labor Day (1st Monday in September)
- Columbus Day (2nd Monday in October)
- Veterans Day (November 11th)
- Thanksgiving Day (4th Thursday in November)
- Christmas Day (December 25th)

When one of the above designated holidays falls on a Sunday, the following Monday shall be observed as a legal holiday. When a legal holiday falls on a Saturday, the preceding Friday shall be observed as a holiday.

Performance Evaluation Meeting

The contractor shall meet with the Contracting Officer's Representative as often as determined necessary by the Corps of Engineers. The Owner/Principal of the company shall be available to meet on a monthly basis. A mutual effort will be made to resolve any and all problems identified.

The issuance of a Contract Discrepancy Report (CDR) may be cause for the scheduling of a meeting among the CONTRACTOR, Contracting Officer (KO), and the Contracting Officer's Representative (COR). A mutual effort will be made to resolve all problems identified. The Government will prepare written minutes of the meeting. The CONTRACTOR, KO, and the COR will sign minutes of the meeting(s).

Should the CONTRACTOR not concur with the minutes, he will state in writing to the Contracting

Officer within ten calendar days any areas he does not concur and explain the reasons for non-concurrence. The Contracting Officer will review and consider the reasons submitted for the CONTRACTOR's non-concurrence and make a decision. The Contracting Office will notify the CONTRACTOR of the decision in writing within ten calendar days.

Remedial Actions

The COR will verbally advise or give a written inspection report to the CONTRACTOR of discrepancies the first time they occur and ask the CONTRACTOR to correct the problem. A notation will be made on the COR checklist of the date and the time the deficiency was discovered and the date and time the CONTRACTOR was notified.

If the Government created any of the discrepancies, these will not be counted against the CONTRACTOR's performance. When the Government has caused the CONTRACTOR to perform in an unsatisfactory manner, the COR will forward a written notice to the responsible organizational element requesting corrective action be taken.

When the CONTRACTOR is not meeting the limits of satisfactory performance, a CDR will be issued to the CONTRACTOR. The seriousness of the failures should govern whether to issue CDR at the end of the period, or as soon as the limits of satisfactory performance are exceeded.

When a CDR is issued for a service, the Contracting Officer must deduct from the periodic payment, a percentage of that payment as indicated in the Performance of Work Requirements Summary as attached hereto.

If the CONTRACTOR does not achieve satisfactory performance by the end of the next period or agreed suspense date, another CDR will be issued and the appropriate amount deducted from the periodic payment in accordance with the disincentive rate listed in the attached Performance Requirements Summary.

A third CDR will be the cause for a Cure Notice. However, the Contracting Officer may issue a Cure Notice or Show Cause letter at any time he/she deems appropriate. Depending on the overall performance of the CONTRACTOR, an unsatisfactory reply to the Cure Notice should require a Show Cause letter to be issued, followed by consideration of termination of the contract.

CONTRACTOR's Quality Control Plan (QCP):

The CONTRACTOR shall establish and maintain a complete QCP to assure the requirements of this contract are provided as specified. This QCP will be forwarded to the COR at time of award. The COR will review the QCP and list any needed clarifications, and return to CONTRACTOR for response.

Historic Preservation

Where the CONTRACTOR or any of the CONTRACTOR's employees, prior to, or during the service work, are advised of or discover any possible archeological, historical and/or cultural resources, the CONTRACTOR shall immediately notify the COR verbally, and then with a written follow up.

Authorities/Technical Direction

The CONTRACTOR shall take no direction from any Government employee or any other person other

than the Government Contracting Officer that changes the terms and conditions of this contract action, the scope, or any change that impacts the cost, price or schedule. Changes authorized by the Contracting Officer will be in the form of a written, official, signed modification to the contract action received by the CONTRACTOR before the CONTRACTOR will act upon those changes. The CONTRACTOR will comply with the Changes clause of this contract when the CONTRACTOR believes direction has been given from persons other than the Government Contracting Officer that equate to a change by notifying the CONTRACTOR Officer as directed by the clause. Any direction given by any Government employee or any other person outside their authority must be reported to the Contracting Officer. Contracting Officer Representatives (CORs) are limited to the authorities stated in the COR appointment letters. If a COR is appointed under this contract, they will be appointed by written letter from the Contracting Officer to the CONTRACTOR and COR specific to this contract only. COR appointment letters from previous contracts at this installation are not valid for this contract.

Payment and Invoices

Invoices for payment shall be submitted upon completion of tasks as outlines in the pricing/payment schedule. Invoices shall include all necessary information, including any necessary supporting documentation required as part of this Performance Work Statement. All invoices must reflect the contract number W91238-XX-X-XXXX, see Block 2 of the Standard Form 1449. The final invoice must be marked "FINAL." Copies of all invoices shall be provided to the following:

An original invoice WITHOUT additional information or supporting documentation shall be mailed to:

USAED, Finance Center
Attn: CEFC-FP
5722 Integrity Dr.
Millington, TN 38054-5005

A copy each of invoice WITH all necessary supporting documentation as required by this Performance Work Statement shall be emailed to the following individuals:

Mr. Robert S. Garcia

U.S. Army Corps of Engineers, Sacramento District
Attn: CESPCK-CT-B (Robert S.Garcia)
1325 J Street
Sacramento, CA 95814-2922
Phone: (916) 557-6882 (Fax: (916) 557-7854)
Email: Robert.S.Garcia2@usace.army.mil

Mr. Dennis Clark, Project Manager

U.S. Army Corps of Engineers, Sacramento District
Attn: CESPCK-PM-C
1325 J Street
Sacramento, CA 95814-2922
Phone: (916) 557-7963
Email: Dennis.G.Clark@usace.army.mil

Mr. Eugene C. Maak, TPOC

U.S. Army Corps of Engineers, Sacramento District

Attn: CESPCK-ED-HD
1325 J Street
Sacramento CA 95814-2922
Phone: (916) 557-7020
Email: Eugene.C.Maak@usace.army.mil

Contract Payments:

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

ATTACHMENT A**PERFORMANCE OF WORK REQUIREMENTS SUMMARY**

1. The purpose of this exhibit is to:
 - a. List the contract requirements considered most critical to acceptable contract performance.
 - b. Show, where applicable, the maximum allowable degree of deviation from perfect performance for each requirement that shall be allowed by the Government before contract performance is considered unsatisfactory.
 - c. Define the procedure the Government shall use in reducing the CONTRACTOR's monthly payment if satisfactory performance is not rendered.
2. The Government's quality assurance procedures are based on actual performance of the contract and all areas will be reviewed periodically, (e.g. weekly, monthly, quarterly, semi-annually, etc.).
3. The criteria for acceptable and unacceptable performance are as follows:
 - a. Contract requirements. The criteria for requirements are the level of performance deemed acceptable to the Government.
 - b. If the quality of work does not comply with the contract requirements, the COR will initiate and the CONTRACTOR shall be required to complete a Contract Discrepancy Report (CDR).
 - c. The CDR will require the CONTRACTOR to explain in writing why performance was unacceptable, how performance will be returned to an acceptable level, and how recurrence of the problem will be prevented in the future. The CONTRACTOR will not be paid for services not rendered in accordance with the standards set for in this contract.
 - d. If the level of performance is deemed unacceptable to the Government concurrent with two unsatisfactory ratings, monthly payment will be reduced for unsatisfactory performance by the percentage as shown in the chart below:

1) OBJECTIVE: E-Verify

<i>Performance Standard</i>	<i>Minimum Acceptable Level (MAL) & Desired Level (DL)</i>	<i>Method and Frequency of Inspection</i>	<i>Disincentive, Incentive & Remedy</i>
Determine employment eligibility of all personnel working directly and substantially on Federal contract.	100% required at both the MAL and DL	Review by Homeland Security	Disincentive: 100 % of invoice deduction for failing to meet MAL. Incentive: Full payment of invoice. Remedy: The contractor shall develop a schedule for completing this action upon notification.

(2) OBJECTIVE: (4.1) Extend Delta EFDC Hydrodynamic Model Domain

<i>Performance Standard</i>	<i>Minimum Acceptable Level (MAL) & Desired Level (DL)</i>	<i>Method and Frequency of Inspection</i>	<i>Disincentive, Incentive & Remedy</i>
Extend the existing Delta EFDC Hydrodynamic Model Domain into the downstream.	100% required at both the MAL and DL	Monthly Communication with the TPOC or COR	Disincentive: 100 % of invoice deduction for failing to meet MAL. Incentive: Full payment of invoice. Remedy: The contractor shall develop a schedule for completing this action upon notification.

(3) OBJECTIVE: (4.2) CONTRACTOR has completed the Biannual Inspection in accordance with the PWS.

<i>Performance Standard</i>	<i>Minimum Acceptable Level (MAL) & Desired Level (DL)</i>	<i>Method and Frequency of Inspection</i>	<i>Disincentive, Incentive & Remedy</i>
Validate the Delta EFDC Hydrodynamic Model	100% required at both the MAL and DL	Monthly Communication with the TPOC or COR	Disincentive: 100 % of invoice deduction for failing to meet MAL. Incentive: Full payment of invoice. Remedy: The contractor shall develop a schedule for completing this action upon notification.
Prepare study plan for ADCP measurements.	100% required at both the MAL and DL	Document due within 10 days to the TPOC COR upon award of separate IDIQ contract	Disincentive: 100 % of invoice deduction for failing to meet MAL. Incentive: Full payment of invoice. Remedy: The contractor shall develop a schedule for completing this action upon notification.
Participate in an ADCP Field data collection using existing USACE contracts.	100% required at both the MAL and DL	Participation within 30 days to the TPOC COR upon award of separate IDIQ contract	Disincentive: 100 % of invoice deduction for failing to meet MAL. Incentive: Full payment of invoice. Remedy: The contractor shall develop a schedule for completing this action upon notification.
Process raw ADCP measurements and compare results to Delta EFDC hydrodynamic model validation simulations.	100% required at both the MAL and DL	Participation within 40 days to the TPOC COR upon award of separate IDIQ contract	Disincentive: 100 % of invoice deduction for failing to meet MAL. Incentive: Full payment of invoice. Remedy: The contractor shall develop a schedule for completing this action upon notification.
Evaluate the level of agreement between model predictions and observation for Water Year 2003.	100% required at both the MAL and DL	Weekly communication by the TPOC or COR	Disincentive: 100 % of invoice deduction for failing to meet MAL. Incentive: Full payment of invoice. Remedy: The contractor shall develop a schedule for completing this action upon notification.

(4) OBJECTIVE: (4.3) Delta EFDC Hydrodynamic Model Sensitivity and Uncertainty Analysis

<i>Performance Standard</i>	<i>Minimum Acceptable Level (MAL) & Desired Level (DL)</i>	<i>Method and Frequency of Inspection</i>	<i>Disincentive, Incentive & Remedy</i>
Conduct a Sensitivity and Uncertainty Analysis	100% required at both the MAL and DL	Submittal of a Technical Memorandum to the TPOC or COR	Disincentive: 100 % of invoice deduction for failing to meet MAL. Incentive: Full payment of invoice. Remedy: The contractor shall develop a schedule for completing this action upon notification.

(5) OBJECTIVE: (4.4) Prepare a Draft Report describing the data, methods, setup, calibration and validation of the Delta EFDC Hydrodynamic Model.

<i>Performance Standard</i>	<i>Minimum Acceptable Level (MAL) & Desired Level (DL)</i>	<i>Method and Frequency of Inspection</i>	<i>Disincentive, Incentive & Remedy</i>
Prepare the Draft Report	100% required at both the MAL and DL	Monthly Communication with the TPOC or COR	Disincentive: 100 % of invoice deduction for failing to meet MAL. Incentive: Full payment of invoice. Remedy: The contractor shall develop a schedule for completing this action upon notification.

(6) OBJECTIVE: (4.5) Validation of the Delta EFDC Sediment Transport Model

<i>Performance Standard</i>	<i>Minimum Acceptable Level (MAL) & Desired Level (DL)</i>	<i>Method and Frequency of Inspection</i>	<i>Disincentive, Incentive & Remedy</i>
Validate the Delta EFDC Hydrodynamic Model	100% required at both the MAL and DL	Monthly Communication with the TPOC or COR	Disincentive: 100 % of invoice deduction for failing to meet MAL. Incentive: Full payment of invoice. Remedy: The contractor shall develop a schedule for completing this action upon notification.

(7) OBJECTIVE: (4.6) Delta EFDC Sediment Transport Model Sensitivity and Uncertainty Analysis

<i>Performance Standard</i>	<i>Minimum Acceptable Level (MAL) & Desired Level (DL)</i>	<i>Method and Frequency of Inspection</i>	<i>Disincentive, Incentive & Remedy</i>
Conduct a Sensitivity and Uncertainty Analysis	100% required at both the MAL and DL	Submittal of a Technical Memorandum to the TPOC or COR	Disincentive: 100 % of invoice deduction for failing to meet MAL. Incentive: Full payment of invoice. Remedy: The contractor shall develop a schedule for completing this action upon notification.

(8) OBJECTIVE: (4.7) Prepare a Draft Report describing the data, methods, setup, calibration and validation of the Delta EFDC Sediment Transport Model.

<i>Performance Standard</i>	<i>Minimum Acceptable Level (MAL) & Desired Level (DL)</i>	<i>Method and Frequency of Inspection</i>	<i>Disincentive, Incentive & Remedy</i>
Prepare the Draft Report	100% required at both the MAL and DL	Monthly Communication with the TPOC or COR	Disincentive: 100 % of invoice deduction for failing to meet MAL. Incentive: Full payment of invoice. Remedy: The contractor shall develop a schedule for completing this action upon notification.

(9) OBJECTIVE: (4.8) Calibrate the Delta EFDC Water Quality Model

<i>Performance Standard</i>	<i>Minimum Acceptable Level (MAL) & Desired Level (DL)</i>	<i>Method and Frequency of Inspection</i>	<i>Disincentive, Incentive & Remedy</i>
Calibrate the Delta EFDC Water Quality Model	100% required at both the MAL and DL	Monthly Communication with the TPOC or COR	Disincentive: 100 % of invoice deduction for failing to meet MAL. Incentive: Full payment of invoice. Remedy: The contractor shall develop a schedule for completing this action upon notification.

(10) OBJECTIVE: (4.9) Validate the Delta EFDC Water Quality Model

<i>Performance Standard</i>	<i>Minimum Acceptable Level (MAL) & Desired Level (DL)</i>	<i>Method and Frequency of Inspection</i>	<i>Disincentive, Incentive & Remedy</i>
Validate the Delta EFDC Water Quality Model	100% required at both the MAL and DL	Monthly Communication with the TPOC or COR	Disincentive: 100 % of invoice deduction for failing to meet MAL. Incentive: Full payment of invoice. Remedy: The contractor shall develop a schedule for completing this action upon notification.

(11) OBJECTIVE: (4.10) Delta EFDC Water Quality Model Sensitivity and Uncertainty Analysis

<i>Performance Standard</i>	<i>Minimum Acceptable Level (MAL) & Desired Level (DL)</i>	<i>Method and Frequency of Inspection</i>	<i>Disincentive, Incentive & Remedy</i>
Conduct a Sensitivity and Uncertainty Analysis	100% required at both the MAL and DL	Submittal of a Technical Memorandum to the TPOC or COR	Disincentive: 100 % of invoice deduction for failing to meet MAL. Incentive: Full payment of invoice. Remedy: The contractor shall develop a schedule for completing this action upon notification.

(12) OBJECTIVE: (4.11) Prepare a Draft Report describing the data, methods, setup, calibration and validation of the Delta Water Quality Model.

<i>Performance Standard</i>	<i>Minimum Acceptable Level (MAL) & Desired Level (DL)</i>	<i>Method and Frequency of Inspection</i>	<i>Disincentive, Incentive & Remedy</i>
Prepare the Draft Report	100% required at both the MAL and DL	Monthly Communication with the TPOC or COR	Disincentive: 100 % of invoice deduction for failing to meet MAL. Incentive: Full payment of invoice. Remedy: The contractor shall develop a schedule for completing this action upon notification.

(13) OBJECTIVE: (4.12) Setup, and Calibrate an Extended Delta EFDC Hydrodynamic Model

<i>Performance Standard</i>	<i>Minimum Acceptable Level (MAL) & Desired Level (DL)</i>	<i>Method and Frequency of Inspection</i>	<i>Disincentive, Incentive & Remedy</i>
Extend the Delta EFDC Hydrodynamic Model westward to NOS Gage Station 9414290	100% required at both the MAL and DL	Monthly Communication with the TPOC or COR	Disincentive: 100 % of invoice deduction for failing to meet MAL. Incentive: Full payment of invoice. Remedy: The contractor shall develop a

			schedule for completing this action upon notification.
Calibrate the Extended Delta EFDC Hydrodynamic Model	100% required at both the MAL and DL	Monthly Communication with the TPOC or COR	Disincentive: 100 % of invoice deduction for failing to meet MAL. Incentive: Full payment of invoice. Remedy: The contractor shall develop a schedule for completing this action upon notification.

(14) OBJECTIVE: (4.13) Validate the Extended Delta EFDC Hydrodynamic Model

<i>Performance Standard</i>	<i>Minimum Acceptable Level (MAL) & Desired Level (DL)</i>	<i>Method and Frequency of Inspection</i>	<i>Disincentive, Incentive & Remedy</i>
Validate the Extended Delta EFDC Hydrodynamic Model	100% required at both the MAL and DL	Monthly Communication with the TPOC or COR	Disincentive: 100 % of invoice deduction for failing to meet MAL. Incentive: Full payment of invoice. Remedy: The contractor shall develop a schedule for completing this action upon notification.

(15) OBJECTIVE: (4.14) Extended Delta EFDC Hydrodynamic Model Sensitivity and Uncertainty Analysis

<i>Performance Standard</i>	<i>Minimum Acceptable Level (MAL) & Desired Level (DL)</i>	<i>Method and Frequency of Inspection</i>	<i>Disincentive, Incentive & Remedy</i>
Conduct a Sensitivity and Uncertainty Analysis	100% required at both the MAL and DL	Submittal of a Technical Memorandum to the TPOC or COR	Disincentive: 100 % of invoice deduction for failing to meet MAL. Incentive: Full payment of invoice. Remedy: The contractor shall develop a schedule for completing this action upon notification.

(16) OBJECTIVE: (4.15) Prepare a Draft Report describing the data, methods, setup, calibration and validation of the Extended Delta Hydrodynamic Model.

<i>Performance Standard</i>	<i>Minimum Acceptable Level (MAL) & Desired Level (DL)</i>	<i>Method and Frequency of Inspection</i>	<i>Disincentive, Incentive & Remedy</i>
Prepare the Draft Report	100% required at both the MAL and DL	Monthly Communication with the TPOC or COR	Disincentive: 100 % of invoice deduction for failing to meet MAL. Incentive: Full payment of invoice. Remedy: The contractor shall develop a schedule for completing this action upon notification.

(17) OBJECTIVE: (4.16) Setup, and Calibrate a Suisun Marsh EFDC Hydrodynamic Model

<i>Performance Standard</i>	<i>Minimum Acceptable Level (MAL) & Desired Level (DL)</i>	<i>Method and Frequency of Inspection</i>	<i>Disincentive, Incentive & Remedy</i>
Setup the Suisun Marsh EFDC Hydrodynamic Model.	100% required at both the MAL and DL	Monthly Communication with the TPOC or COR	Disincentive: 100 % of invoice deduction for failing to meet MAL. Incentive: Full payment of invoice. Remedy: The contractor shall develop a schedule for completing this action upon

			notification.
Calibrate the Suisun Marsh EFDC Hydrodynamic Model.	100% required at both the MAL and DL	Monthly Communication with the TPOC or COR	Disincentive: 100 % of invoice deduction for failing to meet MAL. Incentive: Full payment of invoice. Remedy: The contractor shall develop a schedule for completing this action upon notification.
Conduct wind-wave analysis	100% required at both the MAL and DL	Monthly Communication with the TPOC or COR	Disincentive: 100 % of invoice deduction for failing to meet MAL. Incentive: Full payment of invoice. Remedy: The contractor shall develop a schedule for completing this action upon notification.

(18) OBJECTIVE: (4.17) Validate the Extended Delta EFDC Hydrodynamic Model

<i>Performance Standard</i>	<i>Minimum Acceptable Level (MAL) & Desired Level (DL)</i>	<i>Method and Frequency of Inspection</i>	<i>Disincentive, Incentive & Remedy</i>
Validate the Extended Delta EFDC Hydrodynamic Model	100% required at both the MAL and DL	Monthly Communication with the TPOC or COR	Disincentive: 100 % of invoice deduction for failing to meet MAL. Incentive: Full payment of invoice. Remedy: The contractor shall develop a schedule for completing this action upon notification.

(19) OBJECTIVE: (4.18) Extended Delta EFDC Hydrodynamic Model Sensitivity and Uncertainty Analysis

<i>Performance Standard</i>	<i>Minimum Acceptable Level (MAL) & Desired Level (DL)</i>	<i>Method and Frequency of Inspection</i>	<i>Disincentive, Incentive & Remedy</i>
Conduct a Sensitivity and Uncertainty Analysis	100% required at both the MAL and DL	Submittal of a Technical Memorandum to the TPOC or COR	Disincentive: 100 % of invoice deduction for failing to meet MAL. Incentive: Full payment of invoice. Remedy: The contractor shall develop a schedule for completing this action upon notification.

(20) OBJECTIVE: (4.19) Prepare a Draft Report describing the data, methods, setup, calibration and validation of the Extended Delta Hydrodynamic Model.

<i>Performance Standard</i>	<i>Minimum Acceptable Level (MAL) & Desired Level (DL)</i>	<i>Method and Frequency of Inspection</i>	<i>Disincentive, Incentive & Remedy</i>
Prepare the Draft Report	100% required at both the MAL and DL	Monthly Communication with the TPOC or COR	Disincentive: 100 % of invoice deduction for failing to meet MAL. Incentive: Full payment of invoice. Remedy: The contractor shall develop a schedule for completing this action upon notification.

(21) OBJECTIVE: (4.20) Sea-Level Rise (SLR) Analysis.

<i>Performance Standard</i>	<i>Minimum Acceptable Level (MAL) & Desired Level (DL)</i>	<i>Method and Frequency of Inspection</i>	<i>Disincentive, Incentive & Remedy</i>

Conduct a Sea-Level Rise Analysis	100% required at both the MAL and DL	Monthly Communication with the TPOC or COR	Disincentive: 100 % of invoice deduction for failing to meet MAL. Incentive: Full payment of invoice. Remedy: The contractor shall develop a schedule for completing this action upon notification.
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(22) OBJECTIVE: (4.21) Prepare a Draft Report describing the data, methods, setup and results of the Sea-Level Rise (SLR) Analysis.

<i>Performance Standard</i>	<i>Minimum Acceptable Level (MAL) & Desired Level (DL)</i>	<i>Method and Frequency of Inspection</i>	<i>Disincentive, Incentive & Remedy</i>
Prepare the Draft Report	100% required at both the MAL and DL	Monthly Communication with the TPOC or COR	Disincentive: 100 % of invoice deduction for failing to meet MAL. Incentive: Full payment of invoice. Remedy: The contractor shall develop a schedule for completing this action upon notification.

(23) OBJECTIVE: (4.22) Delta EFDC - ELAM Model Linkage and ADH Model Extension

<i>Performance Standard</i>	<i>Minimum Acceptable Level (MAL) & Desired Level (DL)</i>	<i>Method and Frequency of Inspection</i>	<i>Disincentive, Incentive & Remedy</i>
Link the ELAM Model to a Rectangular channeled EFDC Model	100% required at both the MAL and DL	Monthly Communication with the TPOC or COR	Disincentive: 100 % of invoice deduction for failing to meet MAL. Incentive: Full payment of invoice. Remedy: The contractor shall develop a schedule for completing this action upon notification.
Link the ELAM Model to a Trapezoidal channeled EFDC Model	100% required at both the MAL and DL	Monthly Communication with the TPOC or COR	Disincentive: 100 % of invoice deduction for failing to meet MAL. Incentive: Full payment of invoice. Remedy: The contractor shall develop a schedule for completing this action upon notification.
Link the ELAM Model to a Meandering section of the EFDC Delta Model	100% required at both the MAL and DL	Monthly Communication with the TPOC or COR	Disincentive: 100 % of invoice deduction for failing to meet MAL. Incentive: Full payment of invoice. Remedy: The contractor shall develop a schedule for completing this action upon notification.
Extend the Sherman Island ADH model to River Mile 117	100% required at both the MAL and DL	Monthly Communication with the TPOC or COR	Disincentive: 100 % of invoice deduction for failing to meet MAL. Incentive: Full payment of invoice. Remedy: The contractor shall develop a schedule for completing this action upon notification.

(24) OBJECTIVE: (4.23) Prepare a Draft Report describing the code, methods, setup, analysis and results of the ELAM model Linkage and Extended ADH Model.

<i>Performance Standard</i>	<i>Minimum Acceptable Level (MAL) & Desired Level (DL)</i>	<i>Method and Frequency of Inspection</i>	<i>Disincentive, Incentive & Remedy</i>
Prepare the Draft Report	100% required at	Monthly	Disincentive: 100 % of invoice deduction for

	both the MAL and DL	Communication with the TPOC or COR	failing to meet MAL. Incentive: Full payment of invoice. Remedy: The contractor shall develop a schedule for completing this action upon notification.
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(25) OBJECTIVE: (4.24) Delta Ecological Model Selection.

<i>Performance Standard</i>	<i>Minimum Acceptable Level (MAL) & Desired Level (DL)</i>	<i>Method and Frequency of Inspection</i>	<i>Disincentive, Incentive & Remedy</i>
Evaluate EcoPath/EcoSym and CASM models for use	100% required at both the MAL and DL	Monthly Communication with the TPOC or COR	Disincentive: 100 % of invoice deduction for failing to meet MAL. Incentive: Full payment of invoice. Remedy: The contractor shall develop a schedule for completing this action upon notification.
Prepare the Draft Report	100% required at both the MAL and DL	Submittal of a Technical Memorandum to the TPOC or COR	Disincentive: 100 % of invoice deduction for failing to meet MAL. Incentive: Full payment of invoice. Remedy: The contractor shall develop a schedule for completing this action upon notification.

(26) OBJECTIVE: (4.25) Delta Ecological Model Development.

<i>Performance Standard</i>	<i>Minimum Acceptable Level (MAL) & Desired Level (DL)</i>	<i>Method and Frequency of Inspection</i>	<i>Disincentive, Incentive & Remedy</i>
Develop the selected Ecological Model	100% required at both the MAL and DL	Monthly Communication with the TPOC or COR	Disincentive: 100 % of invoice deduction for failing to meet MAL. Incentive: Full payment of invoice. Remedy: The contractor shall develop a schedule for completing this action upon notification.

(27) OBJECTIVE: (4.26) Delta Ecological Model Calibration.

<i>Performance Standard</i>	<i>Minimum Acceptable Level (MAL) & Desired Level (DL)</i>	<i>Method and Frequency of Inspection</i>	<i>Disincentive, Incentive & Remedy</i>
Calibrate the Ecological Model	100% required at both the MAL and DL	Monthly Communication with the TPOC or COR	Disincentive: 100 % of invoice deduction for failing to meet MAL. Incentive: Full payment of invoice. Remedy: The contractor shall develop a schedule for completing this action upon notification.

(28) OBJECTIVE: (4.27) Prepare a Draft Report describing the data, methods, setup, calibration and validation of the Delta Ecological Model.

<i>Performance Standard</i>	<i>Minimum Acceptable Level (MAL) & Desired Level (DL)</i>	<i>Method and Frequency of Inspection</i>	<i>Disincentive, Incentive & Remedy</i>
Prepare the Draft Report	100% required at both the MAL and DL	Monthly Communication with the TPOC or COR	Disincentive: 100 % of invoice deduction for failing to meet MAL. Incentive: Full payment of invoice. Remedy: The contractor shall develop a schedule for completing this action upon notification.

(29) OBJECTIVE: (4.28) Prepare the Final Modeling Report.

<i>Performance Standard</i>	<i>Minimum</i>	<i>Method and</i>	<i>Disincentive, Incentive & Remedy</i>
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	<i>Acceptable Level (MAL) & Desired Level (DL)</i>	<i>Frequency of Inspection</i>	
Prepare the Draft Final Report	100% required at both the MAL and DL	Monthly Communication with the TPOC or COR	Disincentive: 100 % of invoice deduction for failing to meet MAL. Incentive: Full payment of invoice. Remedy: The contractor shall develop a schedule for completing this action upon notification.
Prepare the Final Report	100% required at both the MAL and DL	Monthly Communication with the TPOC or COR	Disincentive: 100 % of invoice deduction for failing to meet MAL. Incentive: Full payment of invoice. Remedy: The contractor shall develop a schedule for completing this action upon notification.

(30) OBJECTIVE: (4.29) Facilitate an SMS, ADH and EFDC Modeling Workshop

<i>Performance Standard</i>	<i>Minimum Acceptable Level (MAL) & Desired Level (DL)</i>	<i>Method and Frequency of Inspection</i>	<i>Disincentive, Incentive & Remedy</i>
Facilitate a Workshop using USACE- SPK Facilities	100% required at both the MAL and DL	Monthly Communication with the TPOC or COR	Disincentive: 100 % of invoice deduction for failing to meet MAL. Incentive: Full payment of invoice. Remedy: The contractor shall develop a schedule for completing this action upon notification.

(31) OBJECTIVE: (4.32) **OPTION** Task 32 – Evaluate Existing Delta Levee System Vulnerability Analysis.

<i>Performance Standard</i>	<i>Minimum Acceptable Level (MAL) & Desired Level (DL)</i>	<i>Method and Frequency of Inspection</i>	<i>Disincentive, Incentive & Remedy</i>
Prepare the Draft Report	100% required at both the MAL and DL	Monthly Communication with the TPOC or COR	Disincentive: 100 % of invoice deduction for failing to meet MAL. Incentive: Full payment of invoice. Remedy: The contractor shall develop a schedule for completing this action upon notification.

(32) OBJECTIVE: (4.33) **OPTION** Task 33 – Areas of Hydrologic Concern Report.

<i>Performance Standard</i>	<i>Minimum Acceptable Level (MAL) & Desired Level (DL)</i>	<i>Method and Frequency of Inspection</i>	<i>Disincentive, Incentive & Remedy</i>
Prepare the Draft Report	100% required at both the MAL and DL	Monthly Communication with the TPOC or COR	Disincentive: 100 % of invoice deduction for failing to meet MAL. Incentive: Full payment of invoice. Remedy: The contractor shall develop a schedule for completing this action upon notification.

(33) OBJECTIVE: (4.35) **OPTION** Task 35 – Develop and Run the Delta Operational Model.

<i>Performance Standard</i>	<i>Minimum Acceptable Level (MAL) & Desired Level (DL)</i>	<i>Method and Frequency of Inspection</i>	<i>Disincentive, Incentive & Remedy</i>
Develop and run the Operational Model	100% required at both the MAL and DL	Monthly Communication with the TPOC or COR	Disincentive: 100 % of invoice deduction for failing to meet MAL. Incentive: Full payment of invoice. Remedy: The contractor shall develop a schedule for completing this action upon notification.

(34) OBJECTIVE: (4.36) **OPTION** Task 36 – Prepare the draft Operational Model Report

<i>Performance Standard</i>	<i>Minimum Acceptable Level (MAL) & Desired Level (DL)</i>	<i>Method and Frequency of Inspection</i>	<i>Disincentive, Incentive & Remedy</i>
Prepare the Draft Report	100% required at both the MAL and DL	Monthly Communication with the TPOC or COR	Disincentive: 100 % of invoice deduction for failing to meet MAL. Incentive: Full payment of invoice. Remedy: The contractor shall develop a schedule for completing this action upon notification.

(35) OBJECTIVE: (4.37) **OPTION** Task 37 – Prepare the Final Operational Model Report.

<i>Performance Standard</i>	<i>Minimum Acceptable Level (MAL) & Desired Level (DL)</i>	<i>Method and Frequency of Inspection</i>	<i>Disincentive, Incentive & Remedy</i>
Prepare the Draft Final Report	100% required at both the MAL and DL	Monthly Communication with the TPOC or COR	Disincentive: 100 % of invoice deduction for failing to meet MAL. Incentive: Full payment of invoice. Remedy: The contractor shall develop a schedule for completing this action upon notification.
Prepare the Final Report	100% required at both the MAL and DL	Monthly Communication with the TPOC or COR	Disincentive: 100 % of invoice deduction for failing to meet MAL. Incentive: Full payment of invoice. Remedy: The contractor shall develop a schedule for completing this action upon notification.

(36) OBJECTIVE: (4.40) **OPTION** Task 40 – Facilitate a Delta Operational Model Workshop

<i>Performance Standard</i>	<i>Minimum Acceptable Level (MAL) & Desired Level (DL)</i>	<i>Method and Frequency of Inspection</i>	<i>Disincentive, Incentive & Remedy</i>
Facilitate a Workshop using USACE- SPK Facilities	100% required at both the MAL and DL	Monthly Communication with the TPOC or COR	Disincentive: 100 % of invoice deduction for failing to meet MAL. Incentive: Full payment of invoice. Remedy: The contractor shall develop a schedule for completing this action upon notification.

ATTACHMENT B

Quality Assurance Surveillance Plan: The QASP will consist of periodic inspections conducted by the COR or his/her designee. A surveillance report will be prepared by the KO and forwarded to the CONTRACTOR. The CONTRACTOR shall respond to any complaints and/or ratings of poor performance within five (5) calendar days, after receipt of the report.

MANAGEMENT SUPPORT RATING CRITERIA

<i>CLIN</i>	<i>PERFORMANCE OBJECTIVE</i>	<i>INDICATORS OF SUCCESS</i>
0001AA	E-Verify – CONTRACTOR has verified all personnel working on this project through e-verify	E-Verify Annually
0001AB	Extend Delta EFDC Hydrodynamic Model Domain	CONTRACTOR has completed the Task in accordance with the PWS.
0001AC	Validation of the Delta EFDC Hydrodynamic Model	CONTRACTOR has completed the Task in accordance with the PWS.
0001AD	Delta EFDC Hydrodynamic Model Sensitivity and Uncertainty Analysis	CONTRACTOR has completed the Task in accordance with the PWS.
0001AE	Prepare a draft report describing the data, methods, setup, calibration, validation of the Delta EFDC Hydrodynamic Model	CONTRACTOR has completed the Task in accordance with the PWS.
0001AF	Validation of the Delta EFDC Sediment Transport Model	CONTRACTOR has completed the Task in accordance with the PWS.
0001AG	Delta EFDC Sediment Transport Model Sensitivity and Uncertainty Analysis	CONTRACTOR has completed the Task in accordance with the PWS.
0001AH	Prepare a draft report for the Delta EFDC Sediment Transport Model	CONTRACTOR has completed the Task in accordance with the PWS.
0001AJ	Calibrate the Delta EFDC Water Quality Model	CONTRACTOR has completed the Task in accordance with the PWS.
000AK	Validate the Delta EFDC Water Quality Model	CONTRACTOR has completed the Task in accordance with the PWS.
0001AL	Delta EFDC Water Quality Model Sensitivity and Uncertainty Analysis	CONTRACTOR has completed the Task in accordance with the PWS.
0001AM	Prepare a draft report for the Delta EFDC Water Quality Model	CONTRACTOR has completed the Task in accordance with the PWS.
0001AN	Setup, and Calibrate an Extended Delta EFDC Hydrodynamic Model	CONTRACTOR has completed the Task in accordance with the PWS.
0001AP	Validate the Extended Delta EFDC Hydrodynamic Model	CONTRACTOR has completed the Task in accordance with the PWS.
0001AQ	Extended Delta EFDC Hydrodynamic Model Sensitivity and Uncertainty Analysis	CONTRACTOR has completed the Task in accordance with the PWS.
0001AR	Prepare a draft report for the Extended Delta EFDC Hydrodynamic Model	CONTRACTOR has completed the Task in accordance with the PWS.
0001AS	Setup, and Calibrate a Suisun Marsh Hydrodynamic Model	CONTRACTOR has completed the Task in accordance with the PWS.
0001AT	Validate a Suisun Marsh Hydrodynamic Model	CONTRACTOR has completed the Task in accordance with the PWS.
0001AU	Suisun Marsh EFDC Hydrodynamic Model Sensitivity and Uncertainty Analysis	CONTRACTOR has completed the Task in accordance with the PWS.
0001AV	Prepare a draft report for the Suisun	CONTRACTOR has completed the Task in accordance with the PWS.

	Marsh EFDC Hydrodynamic Model	
0001AW	Sea-Level Rise (SLR) Analysis	CONTRACTOR has completed the Task in accordance with the PWS.
0001AX	Prepare a draft report for the Sea-Level Rise (SLR) Analysis	CONTRACTOR has completed the Task in accordance with the PWS.
0001BA	Delta EFDC - ELAM Model Linkage and ADH Model Extension	CONTRACTOR has completed the Task in accordance with the PWS.
0001BB	Prepare a draft report for the ELAM Model Linkage and ADH Model Extension	CONTRACTOR has completed the Task in accordance with the PWS.
0001BC	Delta Ecological Model Selection	CONTRACTOR has completed the Task in accordance with the PWS.
0001BD	Delta Ecological Model Development	CONTRACTOR has completed the Task in accordance with the PWS.
0001BE	Delta Ecological Model Calibration	CONTRACTOR has completed the Task in accordance with the PWS.
0001BF	Prepare a draft report for the Delta Ecological Model	CONTRACTOR has completed the Task in accordance with the PWS.
0001BG	Final Modeling Report	CONTRACTOR has completed the Task in accordance with the PWS.
0001BH	Conduct an SMS, ADH and EFDC Model Workshop	CONTRACTOR has completed the Task in accordance with the PWS.
0001BJ	Progress Reporting	CONTRACTOR has completed the Task in accordance with the PWS.
0001BK	Meetings	CONTRACTOR has completed the Task in accordance with the PWS.
0002	<u>OPTION</u> Prepare a draft report to Evaluate Existing Delta Levee System Vulnerability Analysis	CONTRACTOR has completed the Task in accordance with the PWS.
0003	<u>OPTION</u> Prepare a draft report to Evaluate Areas of Hydrologic Concern	CONTRACTOR has completed the Task in accordance with the PWS.
0004	<u>OPTION</u> Prepare a Technical Memorandum	CONTRACTOR has completed the Task in accordance with the PWS.
0005	<u>OPTION</u> Develop and run the Delta Operational Model	CONTRACTOR has completed the Task in accordance with the PWS.
0006	<u>OPTION</u> Prepare a draft report for the Delta Operational Model	CONTRACTOR has completed the Task in accordance with the PWS.
0007	<u>OPTION</u> Final Modeling Report	CONTRACTOR has completed the Task in accordance with the PWS.
0008	<u>OPTION</u> Progress Reporting	CONTRACTOR has completed the Task in accordance with the PWS.
0009	<u>OPTION</u> Meetings	CONTRACTOR has completed the Task in accordance with the PWS.
00010	<u>OPTION</u> Conduct a Delta Operational Model Workshop	CONTRACTOR has completed the Task in accordance with the PWS.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0001AA	Destination	Government	Destination	Government
0001AB	Destination	Government	N/A	Government
0001AC	N/A	N/A	N/A	Government
0001AD	N/A	N/A	N/A	Government
0001AE	N/A	N/A	N/A	Government
0001AF	N/A	N/A	N/A	Government
0001AG	N/A	N/A	N/A	Government
0001AH	N/A	N/A	N/A	Government
0001AJ	N/A	N/A	N/A	Government
0001AK	N/A	N/A	N/A	Government
0001AL	N/A	N/A	N/A	Government
0001AM	N/A	N/A	N/A	Government
0001AN	N/A	N/A	N/A	Government
0001AP	N/A	N/A	N/A	Government
0001AQ	N/A	N/A	N/A	Government
0001AR	N/A	N/A	N/A	Government
0001AS	N/A	N/A	N/A	Government
0001AT	N/A	N/A	N/A	Government
0001AU	N/A	N/A	N/A	Government
0001AV	N/A	N/A	N/A	Government
0001AWN	N/A	N/A	N/A	Government
0001AX	N/A	N/A	N/A	Government
0001AY	N/A	N/A	N/A	Government
0001AZ	N/A	N/A	N/A	Government
0001BA	N/A	N/A	N/A	Government
0001BB	N/A	N/A	N/A	Government
0001BC	N/A	N/A	N/A	Government
0001BD	N/A	N/A	N/A	Government
0001BE	N/A	N/A	N/A	Government
0001BF	N/A	N/A	N/A	Government
0001BG	N/A	N/A	N/A	Government
0001BH	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government
0008	N/A	N/A	N/A	Government
0009	N/A	N/A	N/A	Government
0010	N/A	N/A	N/A	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0001AA	31-OCT-2010	1	N/A FOB: Destination	
0001AB	30-SEP-2012	1	N/A FOB: Destination	
0001AC	30-SEP-2012	1	N/A FOB: Destination	
0001AD	30-SEP-2012	1	N/A FOB: Destination	
0001AE	30-SEP-2012	1	N/A FOB: Destination	
0001AF	30-SEP-2012	1	N/A FOB: Destination	
0001AG	30-SEP-2012	1	N/A FOB: Destination	
0001AH	30-SEP-2012	1	N/A FOB: Destination	
0001AJ	30-SEP-2012	1	N/A FOB: Destination	
0001AK	30-SEP-2012	1	N/A FOB: Destination	
0001AL	30-SEP-2012	1	N/A FOB: Destination	
0001AM	30-SEP-2012	1	N/A FOB: Destination	
0001AN	30-SEP-2012	1	N/A FOB: Destination	
0001AP	30-SEP-2012	1	N/A FOB: Destination	

0001AQ 30-SEP-2012	1	N/A FOB: Destination
0001AR 30-SEP-2012	1	N/A FOB: Destination
0001AS 30-SEP-2012	1	N/A FOB: Destination
0001AT 30-SEP-2012	1	N/A FOB: Destination
0001AU 30-SEP-2012	1	N/A FOB: Destination
0001AV 30-SEP-2012	1	N/A FOB: Destination
0001AW 30-SEP-2012	1	N/A FOB: Destination
0001AX 30-SEP-2012	1	N/A FOB: Destination
0001AY 30-SEP-2012	1	N/A FOB: Destination
0001AZ 30-SEP-2012	1	N/A FOB: Destination
0001BA 30-SEP-2012	1	N/A FOB: Destination
0001BB 30-SEP-2012	1	N/A FOB: Destination
0001BC 30-SEP-2012	1	N/A FOB: Destination
0001BD 30-SEP-2012	1	N/A FOB: Destination
0001BE 30-SEP-2012	1	N/A FOB: Destination
0001BF 30-SEP-2012	5	N/A FOB: Destination
0001BG 30-SEP-2012	1	N/A FOB: Destination
0001BH 30-SEP-2012	4	N/A FOB: Destination

0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A
0007	N/A	N/A	N/A	N/A
0008	N/A	N/A	N/A	N/A
0009	N/A	N/A	N/A	N/A
0010	N/A	N/A	N/A	N/A

Section I - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (JUL 2004)

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

- (1) The solicitation, or amended solicitation, provides a different definition;
- (2) The contracting parties agree to a different definition;
- (3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at <http://www.acqnet.gov> at the end of the FAR, after the FAR Appendix.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.203-3 GRATUITIES (APR 1984)

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

- (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
- (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

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

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (MAR 2009)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

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

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

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment.--
 - (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
 - (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
 - (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
 - (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

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

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

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

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

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

(D) Contractor point of contact.

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

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

- (A) The date on which the designated office receives payment from the Contractor;
- (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
- (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58,

Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

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

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

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52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2010)

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

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

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

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

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

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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

___(4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (MAR 2009) (Pub. L. 111-5).

___ (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (7) [Reserved].

___ (8)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

XXX (10) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (11)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (12) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (13) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

___ (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

XXX (19) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

XXX (20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).

XXX (21) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

XXX (22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

XXX (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

XXX (24) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

XXX (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (26) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (27) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

___ (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

___ (29)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423)

___ (ii) Alternate I (DEC 2007) of 52.223-16. .

___ (30) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (31)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (32) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XXX (33) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (34) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (35) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (36) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))

___ (37) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

XXX (38) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (39) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

___ (40) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

___ (41) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (42)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

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

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

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

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

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

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

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

____ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

____ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

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

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

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

(vii) Reserved.

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

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

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

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

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

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

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

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

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

(End of clause)

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52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

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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 (insert the period of time within which the Contracting Officer may exercise the option); 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 66 months.

(End of clause)

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52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

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

Coercion means--

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person--

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of--

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

Severe forms of trafficking in persons means--

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) Policy. The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not--

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract; or

(3) Use forced labor in the performance of the contract.

(c) Contractor requirements. The Contractor shall--

(1) Notify its employees of--

(i) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification. The Contractor shall inform the Contracting Officer immediately of--

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in --

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(6) Suspension or debarment.

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

(g) Mitigating Factor. The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/g/tip>.

(End of clause)

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52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

(a) Definitions. As used in this clause--Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply that is--

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

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

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee--

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall--

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

(i) All new employees. (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that--

(1) Is for--(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

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

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution,

dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

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

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

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

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

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

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

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

(End of clause)

52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)
(APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

www.acquisition.gov/far/

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR
EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2010)

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

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

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

(1) ___ 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

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

(3) ___ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(4) ___ 252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).

(5) ___ 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(6) ___ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(7) ___ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8) ___ 252.225-7012, Preference for Certain Domestic Commodities (DEC 2008) (10 U.S.C. 2533a).

(9) ___ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(10) ___ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(11) (i) ___ 252.225-7021, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (SEP 2008)

(12) ___ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(13) ___ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(14)(i) ___ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (JUL 2009) of 252.225-7036.

(15) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(16) ___ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

- (17) ____ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (18) ____ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (19) ____ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (20) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (21) ____ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (22) ____ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).
- (23)(i) ____ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) ____ Alternate I (MAR 2000) of 252.247-7023.
- (iii) ____ Alternate II (MAR 2000) of 252.247-7023.
- (iv) ____ Alternate III (MAY 2002) of 252.247-7023.
- (24) ____ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- (1) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (2) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).
- (3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) ALTERNATE III (MAY 2002)

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

- (1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
- (2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

- (3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.
- (4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.
- (6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
- (ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
- (b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
- (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--
- (i) This contract is a construction contract; or
- (ii) The supplies being transported are--
- (A) Noncommercial items; or
- (B) Commercial items that--
- (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);
- (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
- (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --
- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer

will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

- (1) Type, weight, and cube of cargo;
 - (2) Required shipping date;
 - (3) Special handling and discharge requirements;
 - (4) Loading and discharge points;
 - (5) Name of shipper and consignee;
 - (6) Prime contract number; and
 - (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:
- (1) Prime contract number;
 - (2) Name of vessel;
 - (3) Vessel flag of registry;
 - (4) Date of loading;
 - (5) Port of loading;
 - (6) Port of final discharge;
 - (7) Description of commodity;
 - (8) Gross weight in pounds and cubic feet if available;
 - (9) Total ocean freight in U.S. dollars; and
 - (10) Name of the steamship company.
- (f) The Contractor shall insert the substance of this clause, including this paragraph (f), in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.
- (End of clause)

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS--
REPRESENTATION (JUL 2009)

(a) Definition. Inverted domestic corporation means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

(b) Relation to Internal Revenue Code. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(c) Representation. By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (AUG 2009)
ALTERNATE I (APR 2002)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

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

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

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

Inverted domestic corporation means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

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

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

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

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

Service-disabled veteran-owned small business concern--

- (1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs -----.

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

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

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

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

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

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

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

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

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

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

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

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

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

50 or fewer \$1 million or less

51 - 100 \$1,000,001 - \$2 million

101 - 250 \$2,000,001 - \$3.5 million

251 - 500 \$3,500,001 - \$5 million

501 - 750 \$5,000,001 - \$10 million

751 - 1,000 \$10,000,001 - \$17 million

Over 1,000 Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It is, is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It has, (has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

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

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

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are

participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

___ Black American.

___ Hispanic American.

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

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

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

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

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

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

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

(2) Foreign End Products:

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

(List as necessary)

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

(g)

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

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

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

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

Line Item No.

[List as necessary]

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

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.:

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

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

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

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

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

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

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

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

(4) [ballot] Have, [ballot] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
• None	• None
• None	• None
• None	• None

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

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

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

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

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

(2) Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

() TIN: -----.

() TIN has been applied for.

() TIN is not required because:

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

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

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

(4) Type of organization.

() Sole proprietorship;

() Partnership;

() Corporate entity (not tax-exempt);

() Corporate entity (tax-exempt);

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

() Foreign government;

() International organization per 26 CFR 1.6049-4;

() Other -----.

(5) Common parent.

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

() Name and TIN of common parent:

Name -----.

TIN -----.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Relation to Internal Revenue Code. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(2) Representation. By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(End of provision)

252.204-7004 CENTRAL CONTRACTOR REGISTRATION (52.204-7) ALTERNATE A (SEP 2007)

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

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service, and has marked the records “Active.” The Contractor will be required to provide consent for TIN validation to the Government as part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's

CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

252.204-7007 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (52.204-8) ALTERNATE A (MAY 2010)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541620 .

(2) The small business size standard is 7 million .

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

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

Paragraph (d) applies.

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

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

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

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

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

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

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

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

- (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvi) 52.225-4, Buy American Act--Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
 - (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
 - (C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

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

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification.

(xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

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

(Contracting Officer check as appropriate.)

----(i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

----- (ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

----- (iii) 52.219-22, Small Disadvantaged Business Status.

----- (A) Basic.

----- (B) Alternate I.

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

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

----- (vi) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services-- Certification.

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

----- (viii) 52.223-13, Certification of Toxic Chemical Release Reporting.

----- (ix) 52.227-6, Royalty Information.

----- (A) Basic.

----- (B) Alternate I.

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

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) Web site at <https://orca.bpn.gov/>.

After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS clause No.	Title	Date	Change

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

(End of Provision)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (JAN 2009)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (JUN 2005)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

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52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JUN 2008)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for

quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain

information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.215-5 FACSIMILE PROPOSALS (OCT 1997)

(a) Definition. Facsimile proposal, as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is: (916) 557-7854

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--

- (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;
- (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
- (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(End of provision)

52.237-1 SITE VISIT (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of provision)

Section M - Evaluation Factors for Award

EVALUATION FOR AWARD**EVALUATION FOR AWARD (MAR 2000)**

The Government contemplates award of one contract to the responsive, responsible bidder that submits the low bid for the total of the following items in the Pricing Schedule: All line items listed in the Pricing Schedule.

//////////END//////////

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52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Award will be made to the lowest responsive, responsible offeror

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)