

Section C
DESCRIPTION/SPECIFICATIONS/STATEMENT
OF WORK

C.1 SCOPE OF WORK

The Subcontractor shall furnish the necessary management, labor, facilities, materials, and equipment (except as specified to be furnished by IAP - HILL,) and do all things required to accomplish the work as described herein and as expressly provided in Sections C through J, inclusive, and in the Statement of Work (Sec. J – Attachment 1) attached hereto.

Section F
DELIVERIES OR PERFORMANCE

F.1 COMMENCEMENT, PROSECUTION,
AND COMPLETION OF WORK

All work that the Subcontract is obligated to perform shall be performed within the applicable subcontract periods identified in Section B. Subcontractor shall do all things necessary for and incidental to the performance of the work in order to ensure that it is completed in a timely manner and in conformance with the applicable requirements of this subcontract.

F.2 PLACE OF PERFORMANCE

The Subcontractor shall perform the work under this subcontract at the location or locations as described in Attachment 2 (Statement of Work.)

F.3 HOLIDAYS

Federal Holidays include: Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Labor Day, Columbus Day, Veterans' Day, Independence Day, Thanksgiving, Christmas, and New Year's Day. Those holidays falling on a Saturday will be observed the preceding Friday; those following on Sunday will be observed the following Monday. Work will not be scheduled on an observed holiday without the express written permission of the IAP – HILL Subcontract Administrator.

F.4 WORKING HOURS

- (a) Regular working hours are from 0730 to 1600, Monday through Friday, excepting Federal Holidays, or as described below.
- (b) At the Naval Aviation Depot (NADEP), regular working hours are 0700 – 1530.
- (c) Family Housing regular hours are 0700 – 2000.
- (d) Additional exceptions may apply, and will be communicated on an as-required basis.

If the Subcontractor desires to carry on work on Sunday, holidays, or outside the hours specified above, the written approval of the IAP –HILL Subcontract Administrator is required.

F.5 WORK SCHEDULE

The Subcontractor shall submit a proposed work schedule not less than three days in advance of commencing the work, or of implementing any changes unless directed otherwise.

F.6 OPTION TO EXTEND THE TERM OF THE
CONTRACT (SERVICES)

(a) The Buyer may extend the term of this contract for a term of one (1) to twelve (12) months by written notice to the Contractor within the performance period specified in the Schedule; provided, that the Buyer shall give the Subcontractor a preliminary written notice of its intent to extend before the contract expires. The preliminary notice does not commit the Buyer to an extension.

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

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

Section G

SUBCONTRACT ADMINISTRATION DATA

G.1 PAYMENT

(a) The price for services to be performed or items to be delivered by Subcontractor shall be as set forth in the purchase order.

(b) Fixed-price services: Payment shall be made no later than 30 days after receipt of a proper invoice.

(c) Payment shall be made for items or services accepted by IAP-HILL that have been delivered to the delivery destinations set forth in this subcontract.

(d) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice or the receipt/acceptance of the items delivered and/or services performed, whichever is the later. 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.

G.2 INVOICING

In order to be proper, an invoice must include, as applicable, the following:

- 1. Name and address of the Subcontractor
- 2. Invoice Date
- 3. Subcontract Number
- 4. Description of Amount requested
- 5. Payment terms

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6. Name, title, phone number, and mailing address of the person to be notified in the event of an improper invoice.
7. Certification signed by an authorized company official as follows: “I certify that the above is a true invoice, that the work has been completed in accordance with all Subcontract requirements, and that all lower-tier subcontractors have been paid in full.”

G.3 TECHNICAL DIRECTION

(a) Performance of the work under this Subcontract is subject to the written technical direction of a IAP – HILL Authorized Representative, who will be specifically appointed by the IAP –HILL Subcontract Administrator in writing. “Technical direction” means a directive to the Subcontractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the subcontractor.

(a)The Authorized Representative does not have the authority to, and shall not, issue any instruction purporting to be technical direction that -

- (1) Constitutes an assignment of additional work outside the statement of work;
- (2) Constitutes a change as defined in the Changes clause;
- (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
- (5) Interferes with the contractor’s rights to perform the terms and conditions of the contract.

(c) All technical direction shall be issued in writing by the Authorized Representative.

(d) The Subcontractor shall proceed promptly with the performance of technical direction duly issued by the Authorized Representative in the manner prescribed by this clause and within the Authorized Representative’s authority. If, in the Subcontractor’s opinion, any instruction or direction by the Authorized Representative falls within any of the categories defined in paragraph (b) above, the Subcontractor shall not proceed but shall notify the Subcontract Administrator in writing within 5 calendar days after receiving it and shall request the Subcontract Administrator to take action as described in this clause. Upon receiving this notification, the Subcontract Administrator shall either issue an appropriate subcontract modification within a reasonable

time or advise the Subcontractor in writing within 20 days that the instruction or direction is – Rescinded in its entirety; or

(1) Within the requirements of the contract and does not constitute a change under the Changes clause of the subcontract, and the Subcontractor should proceed promptly with its performance.

(e) A failure of the Subcontractor and the Subcontract Administrator to agree that the instruction or direction is both within the requirements of the subcontract and does not constitute a change under the Changes clause, or a failure to agree upon the subcontract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this subcontract.

(f) Any action(s) taken by the Subcontractor in response to any direction given by any person other than the Subcontract Administrator or the Authorized Representative shall be at the Subcontractor’s risk.

G.4 GOVERNMENT/CONTRACTOR PROPERTY

(a) Any property described herein as being government/contractor-furnished shall be made available to the Subcontractor on a no-charge basis for use in performance of this subcontract. This property shall be utilized only in support of the subcontract requirements. Under this clause, the Subcontractor assumes the following user responsibilities:

- (1) Reporting any missing or untagged equipment, transfer, location change, or user change of equipment to the IAP – HILL Subcontract Administrator.
- (2) Notifying the IAP – HILL Subcontract Administrator, and the Installation Security Officer immediately if theft of Government/Contractor property is suspected.
- (3) Ensuring that such equipment and materials are used only in pursuit of this contract. Other uses shall require approval of the IAP –HILL Subcontract Administrator.
- (4) In a timely manner, identify idle equipment not being actively used in support of the Subcontract.
- (5) Ensuring that equipment is turned in to the IAP –HILL Subcontract Administrator when no longer needed. Under no circumstances will an employee throw away Government/Contractor equipment.
- (6) When requested, the Subcontractor shall establish and adhere to a system of written procedures for compliance with these user responsibilities. Such procedures must include holding employees liable, when appropriate, for loss, damage, or destruction of Government property.

Section H

SPECIAL CONTRACT REQUIREMENTS

H-1 MINIMUM INSURANCE COVERAGE

Within five days after award of contract, the Subcontractor shall furnish the IAP – HILL Subcontract Administrator a Certificate of Insurance as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below in accordance with the “Insurance – Work on a Government Installation” clause at Section I. Such insurance coverage and evidence shall be maintained for the duration of performance of this subcontract:

(a) Worker's compensation and employer's liability insurance as required by applicable federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when subcontract operations are so commingled with the subcontractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$1,000,000; except in states with exclusion or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Comprehensive general (bodily injury) insurance of at least \$1,000,000 per occurrence.

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury liability and \$1,000,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows: "The insurance company waives any right of subrogation against IAP - HILL which may arise by reason of any payment under the policy."

(e) The Certificate of Insurance shall provide for not less than thirty (30) days written notice to the IAP – HILL Subcontract Administrator by the insurance company prior to cancellation or material change in policy coverage.

H-2 OBSERVANCE OF LAWS AND REGULATIONS

(a) The subcontractor shall procure and keep effective necessary business and professional permits and licenses required in performance of the work.

(b) All employees of the subcontractor assigned to perform the work under this contract shall be under the control of the subcontractor during the performance of such assignment. Any subcontractor

personnel assigned to perform work under this Subcontract shall be subject to applicable IAP –HILL and U.S. Navy policies and procedures regarding standards of conduct. Subcontractor employees shall conduct themselves in a courteous and businesslike manner. The Subcontractor shall remove from the site any individual whose continued employment is deemed by the government or the Subcontract Administrator to be contrary to the public interest, or is considered unacceptable. Such removal shall not be cause for an equitable adjustment in performance period or cost. The subcontractor shall be responsible for satisfactory standards of employee competency, conduct and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary.

(c) Any personnel assigned by Subcontractor to perform work under the terms of this Subcontract shall be fully qualified to perform the required work, shall have and maintain any required security and customer facility clearances.

(d) The above provisions of this Section shall be made equally applicable by the subcontractor to employees other than those of the subcontractor to the extent that they may be assigned work under this subcontract notwithstanding the basis of the assignment, e.g., lower-tier subcontractors and vendors.

H-3 SAFETY AND HEALTH

(a) The Subcontractor shall establish and implement a safety program, to include a Lock-Out/Tag-Out Program, to ensure compliance with applicable federal, state, and local laws and requirements to provide a safe work environment. A written Safety Plan including a specific Hazard Assessment in accordance with the Corps of Engineers Safety Manual, Code EM385-1-1 will be required prior to commencement of on-site work. The subcontractor's Safety and Health Plan will be incorporated into the subcontract.

(b) The Subcontractor's work space may be inspected periodically for OSHA and Corps of Engineers Safety Manual violations. Abatement of violations will be the responsibility of the Subcontractor and/or the Government as determined by the Subcontract Administrator. The Subcontractor shall provide assistance to Inspectors if a complaint is filed. Any fines levied on the Subcontractor by federal or state OSHA offices are the sole responsibility of the Subcontractor and shall be paid promptly.

(c) The Subcontractor shall report to the Subcontract Administrator, in the manner and on the forms prescribed by the government, exposure data and all accidents resulting in death, trauma, or occupational disease. All accidents must be reported within 24 hours of their occurrence.

(d) The Subcontractor shall submit to the Subcontract Administrator a full report of damage to Government property and/or equipment by Subcontractor employees. All damage reports shall be

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submitted to the Subcontract Administrator within 24 hours of the occurrence.

(e) Only emergency medical care is available in Government facilities to Subcontractor employees who suffer on-the-job injury or disease. Care will be rendered at the rates in effect at the time of treatment. Reimbursement will be made by the Subcontractor to the Naval Regional Medical Center Collection Agent upon receipt of statement.

H-4 ENVIRONMENTAL PROTECTION

(a) The Subcontractor shall comply with all applicable federal, state, and local laws, and with the regulations and standards as requested by the Subcontract Administrator. All environmental protection matters shall with coordinated with the government environmental office via the Subcontract Administrator or per the IAP-HILL Handbook of Environmental Compliance. The Subcontractor shall comply with the instructions of the cognizant Navy Medical Department with respect to avoidance of conditions which create a nuisance or which may be hazardous to the health of military or civilian personnel.

(b) Inspection of Subcontractor work sites may be accomplished by U.S. Navy or IAP-HILL personnel on a no-notice basis during normal working hours.

(c) In the event that a regulatory agency assesses a monetary fine against the government for violations caused by Subcontractor negligence, the Subcontractor shall reimburse IAP – HILL or the government (as applicable) for the amount of the fine and all other costs associated with the violation. The Subcontractor shall also clean up any hazardous materials/oil spills which result from the Subcontractor's operations. In the event that it is necessary for IAP-HILL to take action to mitigate a spill, or clean up the spill, such cost shall be borne in full by the Subcontractor.

H-5 REFUSE DISPOSAL

(a) Debris, rubbish, and non-usable material resulting from the work under this Subcontract shall be disposed of off Government property. The Subcontractor shall dispose of all hazardous waste in accordance with Annex 4 (Further guidance is provided in the Handbook of Environmental Compliance and Section K of this subcontract), the Resource Conservation and Recovery Act and it's associated state and local regulations at the Subcontractor's expense.

(b) The Subcontractor shall make every effort to dispose of concrete, masonry, and asphalt materials with a company that will crush those materials for recycling.

(c) The Subcontractor shall forward copies of all dump tickets to the Subcontract Administrator for all non-hazardous demolition waste disposed of in Sanitary Landfills, Construction Demolition Debris Landfills, Concrete/Asphalt Recycling Facilities, and Scrap Metal Recycling Facilities. The dumpsites shall be licensed for the type of material being disposed and a copy of the license shall be submitted to the Subcontract Administrator before disposal of any material. Final

payment may not be made until IAP-HILL receives the dump tickets and the associated licenses.

H-6 SUBCONTRACTOR EMPLOYER LIABILITY

Personnel assigned by Subcontractor to the performance under this Subcontract shall remain employees of the Subcontractor and shall not be deemed to be employees, co-employees or joint employees of IAP - HILL., irrespective of the manner in which work may be assigned, directed or managed by IAP –HILL. Subcontractor shall be responsible for the payment of wages and salaries to all such employees and for any withholding, reporting and payment of employee related federal and state income, unemployment and other taxes, irrespective of the classification of such amounts, which may be applicable to the subcontractor employee(s) assigned to perform work under the terms of this Subcontract. Subcontractor employees assigned to perform work under this Subcontract shall not be entitled to participate in any IAP – HILL employee benefits, including health and welfare benefits and pension or retirement plans. Any Subcontractor employee assigned to perform work under the Subcontract shall be covered under Subcontractor's workers' compensation and employer's liability plans.

H-7 SUBCONTRACT AUTHORITY

The IAP – HILL General Manager, Business Manager, and Subcontract Administrator shall be the only person(s) authorized to direct the performance of work, or to make any changes to the Statement of Work, the methods and manner of performance, or to any of the other terms of the Subcontract that may result in any increase or decrease in cost of performance or in any increase or decrease in the period of performance of the Subcontract.

H-8 SUBCONTRACTOR REPRESENTATIVE(S)

The Subcontractor shall designate one of its personnel performing under this subcontract to act as manager, and delegate to this person the complete authority to decide all matters connected with this subcontract. The Subcontractor shall further designate a second employee performing under this subcontract as alternate with the authority to act as and on upon behalf of the manager in the event of the absence or incapacity of the designated manager. The Subcontractor shall advise the IAP–HILL Subcontract Administrator in writing of the persons so designated.

H-9 RECORDS AND REPORTS

(a) The Subcontractor shall maintain all records and documentation necessary to substantiate that all work is accomplished as specified. All records shall be turned over to the Subcontract Administrator within 15 days after contract completion, and in no

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event shall final payment be made until such records have been received.

(b) The completed work file provided shall include, as appropriate, the following: maintenance, operators and parts manuals, and other information pertaining to installed equipment and systems.

(c) The Subcontractor shall complete and submit a combined contractor production and contractor quality control report, NAVFAC 01450-1 (7/96) to the Subcontract Administrator on a daily basis covering all work to which Davis-Bacon wage rates apply.

H-10 STATION REQUIREMENTS

The Subcontractor and his/her employees shall become acquainted with and comply with all Government regulations as posted, or as requested by the Subcontract Administrator.

H-11 SECURITY REQUIREMENTS

(a) Maintain the security and integrity of all areas receiving services of this contract. Keys or escorts will be provided to all secured areas. The Subcontractor shall maintain the integrity of Government-provided keys and shall be responsible for re-keying all lost keys and locks due to Subcontractor fault or negligence. Restrict unauthorized personnel access to secured areas being serviced and re-secure area after service. The Subcontractor shall comply with all activity security requirements.

(b) The Subcontractor shall know where work space fire alarms are located and how to turn them on. The Subcontractor shall handle and store all combustible supplies, materials, waste and trash in a manner that prevents fire hazards to persons, facilities and materials.

H-12 SUBCONTRACTOR EMPLOYEE IDENTIFICATION

(a) Passes and badges: All Subcontract (including lower-tier subcontract) employees shall obtain the required employee and vehicle passes. The Subcontractor shall provide the government's Station Security Department with a completed security questionnaire on each employee prior to coming on site. Passes and badges issued to Subcontractor employees shall not negate the requirement for employee identification required in the "Identification of Subcontractor Employees." All Subcontractors while working at NAS Jacksonville/NS Mayport will have a badge displayed per the following:

The badge shall be worn on the front left side of the outer garment, between the shoulder and waistline. Name and number of the employee; IAP-HILL address and telephone number; Subcontractor name and address. The Subcontract Administrator will provide Subcontractor badges.

(b) The Subcontractor is responsible for badge accountability. When working on site, if wearing the badge would be a safety hazard, the individual may remove the badge but must retain it to show if challenged.

(c) When an employee leaves the Subcontractor's service, or no longer has a work reason for Station access, the employee's pass and badge shall be returned to the Subcontract Administrator within five work days. Upon completion of the contract, all employees' passes and badges shall be returned to the Subcontract Administrator within 5 work days.

(d) No employee or representative of the Subcontractor will be admitted to the site of work unless able to furnish satisfactory proof of U. S. citizenship, or legal residency if an alien.

H-13 VEHICLE IDENTIFICATION

The company name shall be displayed on Subcontractor vehicles in a manner and size that is clearly visible. All vehicles shall display a valid state license plate and safety inspection sticker, if applicable, and shall be maintained in good repair and appearance.

H-14 PERMITS

(a) The Subcontractor shall obtain all required appointments, licenses, certifications, and permits required for the execution of the work. The Subcontractor shall comply with all applicable federal, state, and local laws. Evidence of such permits and licenses shall be provided to the Subcontract Administrator before work commences.

(b) Camera permits are required for designated areas and must be coordinated through the Subcontract Administrator.

(c) Gas free certifications and hot work permits: It shall be the responsibility of the Subcontractor to obtain all Gas Free Certifications if it becomes necessary to perform work in a closed or poorly ventilated space. The Station Fire Protection office will issue Hot Work permits. All certifications and permits will be coordinated with the IAP – HILL Safety Office.

H-15 MATERIAL DATA SAFETY SHEETS (MSDS)

(a) Within five days after award of contract, the Subcontractor shall furnish the IAP – HILL Subcontract Administrator:

(1) all MSDSs associated with hazardous materials that are intended for use under this subcontract,

(2) the intended use of the hazardous material,

(3) information regarding the wastes that may be generated by using the hazardous materials (quantity, type of waste.)

(b) IAP-HILL has an Authorized User List (AUL) of hazardous materials. If any of the hazardous materials proposed are not on the IAP-HILL AUL, the Subcontractor may request approval for one-time use of the hazardous

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material for this specific project. If not approved, IAP-HILL will provide available information regarding an acceptable substitute.

H-16 SUBCONTRACTING

Subcontractor shall not further subcontract, assign, or transfer the performance of this subcontract to a third party without obtaining the prior written consent of IAP –HILL, L.L.C.

H-17 CONFIDENTIALITY

All data and information relating to the performance of the Prime Contract and/or the Subcontract, including the names, job titles and position descriptions of Project personnel, staffing levels, technical and cost performance of the Subcontract and/or the prime contract, the Contractor's and/or the Subcontractor's actual or proposed method of performance, performance evaluations and award fee scores or payments, and any other such matters shall be considered proprietary by the Contractor. All such data and information, whether or not in writing, oral or gained by access under the Subcontract, shall be disclosed only within the Subcontractor's organization on a "need to know" basis for the performance of the Subcontract. It shall be handled and safeguarded with the same degree of care as the Subcontractor uses to handle and safeguard similar data of like importance that it has either obtained or developed or to which the Subcontractor has been provided access.

Section I

The subcontract resulting from this solicitation is in support of a U.S. Government contract; therefore, certain FAR provisions and clauses apply. Clause references to the term "Government" shall mean "Buyer" or "Contractor," the term "Contracting Officer" shall mean "Buyer's Subcontract Representative," the term "Contractor" shall mean "Subcontractor" or "Seller," and the term "Contract" shall mean "Subcontract," whenever a reasonable interpretation of the provision's context so requires to properly express the subcontract relationship hereof between Buyer and Seller.

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 of 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) *Reserved*

(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) *Reserved*

(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

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(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, 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) Sections F through H of this subcontract

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) *Reserved*

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (Sep 2009)

(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.]

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

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (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 (July 2005) (if the offeror elects to waive the

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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.
- (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) (15 U.S.C. 657 f).
 - ___ (18) 52.219-28, Post Award Small Business Program Representation (Apr 2009) (15 U.S.C. 632(a)(2)).
 - (19) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
 - ___ (20) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Aug 2009) (E.O. 13126).
 - (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
 - (22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
 - (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
 - (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
 - (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212). (Subcontract is \$100,000 or more)
 - ___ (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
 - (27) 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.)

- ___ (28)(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.)
- (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ___ (30)(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.
- (31) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- (32)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 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.
- (33) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (34) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (37) 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)).
- ___ (38) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (39) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- ___ (40) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- ___ (41) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- (42) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ___ (43)(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

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SCA Subcontract Clauses/Terms and Conditions

implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

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

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

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

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

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 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 (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a

subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (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 (Sept 2006) (38 U.S.C. 4212).

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

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(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)

SECTION J

ATTACHMENTS

The wage determination for this procurement is available at the IAPH website (<http://www.iaphill.com>). A paper copy may be requested in writing from the IAPH Contracts department. All bidders acknowledge access to or possession of the wage determination by submission of an offer for this solicitation and price adjustments will not be allowed based on a bidder's assertion they didn't have access to or possession of the wage determination.

J-1 Statement of Work

J-2 DOL WD 2005-2115 Rev 8 Dated 07/17/09