

N00014-12-Q-0009
Office of Naval Research (ONR) Boston Regional Office Fitness Club
Membership

I. This is a combined synopsis/solicitation for commercial items prepared in accordance with FAR Part 13 Simplified Acquisition Procedures and (FAR) Subpart 12.6 Streamlined Procedures for Evaluation and Solicitation for Commercial Items, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued. This solicitation, ONR Boston Regional Office Health Club Membership, is issued as a Request for Quote (RFQ). The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2005-56 and DFARS Change Notice 20120330. The associated North American Industry classification System (NAICS) code is 713940 and small business size standard is \$7.0 Million.

The Contractor shall provide the following information

ITEM NO.	SUPPLIES / SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	<p style="text-align: center;"><u>Base:</u></p> <p>The Contractor shall provide fitness services through a Corporate Membership Program to the Office of Naval Research Boston Regional Office in accordance with Statement of Work.</p> <p>PSC: G003</p> <p>Period of Performance: 01 JUN 2012-31 MAY 2013</p>				
0002	<p style="text-align: center;"><u>Option I:</u></p> <p>The Contractor shall provide fitness services through a Corporate Membership Program to the Office of Naval Research Boston Regional Office in accordance with Statement of Work.</p> <p>PSC: G003</p> <p>Period of Performance: 01 JUN 2013-31 MAY 2014</p>				
0003	<p style="text-align: center;"><u>Option II:</u></p> <p>The Contractor shall provide fitness services through a Corporate Membership Program to the Office of Naval Research Boston Regional Office in accordance with Statement of Work.</p>				

	PSC: G003 Period of Performance: 01 JUN 2014-31 MAY 2015				
0004	<u>Option III:</u> The Contractor shall provide fitness services through a Corporate Membership Program to the Office of Naval Research Boston Regional Office in accordance with Statement of Work. PSC: G003 Period of Performance: 01 JUN 2015-31 MAY 2016				
0005	<u>Option IV:</u> The Contractor shall provide fitness services through a Corporate Membership Program to the Office of Naval Research Boston Regional Office in accordance with Statement of Work. PSC: G003 Period of Performance: 01 JUN 2016-31 MAY 2017				
TOTAL FIRM FIXED PRICE					

II. Statement of Work

1.0 Program Background

The Office of Naval Research's Corporate Membership Program provides ONR personnel access to a health club within walking distance of the government facilities. These health and readiness benefits are extended to the ONR Boston Regional Office.

2.0 Objective/Scope

The Office of Naval Research is interesting in providing health club memberships for government personnel in the ONR Boston Regional Office located at 495 Summer Street, Boston, MA 02210-2109.

3.0 Tasks/Requirements

3.1 Proximity and Number of Memberships

The Contract shall provide a physical fitness program and equipment under a local fitness facility for ONR Boston employees to enhance their physical and mental condition. The fitness facility shall be

within walking distance, not to exceed 0.75 miles from the ONR Boston Regional Office. A total of four (4) memberships are required.

3.2 ONR Boston Regional Office Details

Eligible personnel working for the Office of Naval Research (ONR) Boston Regional Office located at 495 Summer Street, Boston, MA 02210-2109 may establish memberships with the fitness center. Members shall have full use of the fitness center.

3.3 Secure Check-In

The Contractor shall maintain a secure check-in process that ensures only members have access to the facility. The contractor may provide numbered or photo identification cards to ONR Boston Personnel members at no cost to the Government and must be presented to gain access to fitness center.

3.4 Payment Responsibilities

The memberships shall belong to the ONR Boston Regional Office. The government's portion of monthly payments will be based on a monthly active enrollment invoice basis. Employees are not responsible for any co-pays for the basic membership. Any costs associated add-on services, such as personal training, specialty fitness classes, locker rentals, or additional facilities will be at the expense of the individual member.

3.5 Requirements of the Physical Fitness Facility

The contractor will offer state of the art Cardiovascular, Strength and Free Weights at all of its facilities. The facility may offer a consistent broad scope of group exercise classes that varies based on member requests (i.e. Pilates, Yoga, Dance, Step, Kickboxing, Sport Specific Programming, Spinning, Flexibility, Core Strength, Muscle toning, and Back/Abdominal strength classes). Fitness staff are certified by national personal training organizations. Facilities may contain additional amenities including whirlpools, steam rooms, saunas, racquetball courts, basketball courts, tennis courts, indoor track, and swimming pool(s).

3.6 Insurance Information

The Contractor must obtain and provide information regarding its insurance coverage. Adequate coverage may include Commercial General Liability and Excess Liability Insurance, Professional Liability Insurance, Worker's Compensation Insurance and Employer Liability, Fidelity Bond, Auto Liability Including Hires and Non-owners Car Coverage, Excess Liability Insurance.

3.7 Period of Performance

The period of performance will include a 12-month base period and four 12-month option periods.

4.0 Deliverables

Delivery and acceptance of reports is F.O.B. Destination to the Contracting Officer Representative at the Office of Naval Research, 875 North Randolph Street, Arlington, VA 22203. The Contractor shall

provide Monthly usage reports due by the 10th of each month to include member names, check-in dates and times, and total quantity of check-ins.

III. Instrument Type

The Government intends to competitively award a purchase order that represents the best value to the Government in accordance with the evaluation criteria set forth in this solicitation.

IV. Payment: The Office of Naval Research anticipates using Wide Area Workflow (WAWF) to pay invoices in accordance with DFARs 252.232-7003. Invoicing will be on a monthly basis. Payment and invoice instructions will be provided in the award document.

V. Relevant Clauses

The clauses at FAR 52.212-1, Instructions to Offerors-Commercial Items, FAR 52.212-4 Contract Terms and Conditions—Commercial Items, FAR 52.204-7 Central Contractor Registration, and FAR 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Items, apply to this acquisition.

The following additional clauses cited within 52.212-5 are applicable:

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items.

As prescribed in [12.301\(b\)\(4\)](#), insert the following clause:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS— COMMERCIAL ITEMS (APR 2012)

(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.]

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

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

- (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- (5) [52.204-11](#), American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).
- (6) [52.209-6](#), Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) ([31 U.S.C. 6101 note](#)).
- (7) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jan 2012) ([41 U.S.C. 2313](#)).
- (8) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
- (9) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).
- (10) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- (11) [Reserved]
- (12)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
- (ii) Alternate I (Nov 2011).
- (iii) Alternate II (Nov 2011).
- (13)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- (ii) Alternate I (Oct 1995) of [52.219-7](#).
- (iii) Alternate II (Mar 2004) of [52.219-7](#).
- (14) [52.219-8](#), Utilization of Small Business Concerns (Jan 2011) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- (15)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2011) ([15 U.S.C. 637\(d\)\(4\)](#)).
- (ii) Alternate I (Oct 2001) of [52.219-9](#).
- (iii) Alternate II (Oct 2001) of [52.219-9](#).
- (iv) Alternate III (Jul 2010) of [52.219-9](#).
- (16) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011)([15 U.S.C. 644\(r\)](#)).
- (17) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- (18) [52.219-16](#), Liquidated Damages—Subcon-tracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- (19)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of [52.219-23](#).
- (20) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- (21) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).

- ___ (22) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- ___ (23) [52.219-28](#), Post Award Small Business Program Rerepresentation (Apr 2009) ([15 U.S.C. 632\(a\)\(2\)](#)).
- ___ (24) [52.219-29](#), Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) ([15 U.S.C. 637\(m\)](#)).
- ___ (25) [52.219-30](#), Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) ([15 U.S.C. 637\(m\)](#)).
- _X_ (26) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- ___ (27) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- _X_ (28) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- _X_ (29) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- ___ (30) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010)([38 U.S.C. 4212](#)).
- _X_ (31) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- ___ (32) [52.222-37](#), Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- ___ (33) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ___ (34) [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](#).)
- ___ (35)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 - ___ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (36) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- ___ (37)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
 - ___ (ii) Alternate I (DEC 2007) of [52.223-16](#).
- _X_ (38) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- ___ (39) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).
- ___ (40)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (Mar 2012) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, and Pub. L. 112-41).
 - ___ (ii) Alternate I (Mar 2012) of [52.225-3](#).
 - ___ (iii) Alternate II (Mar 2012) of [52.225-3](#).
 - ___ (iv) Alternate III (Mar 2012) of [52.225-3](#).
- ___ (41) [52.225-5](#), Trade Agreements (MAR 2012) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

___ (42) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (43) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

___ (44) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

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

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

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

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

___ (49) [52.232-36](#), Payment by Third Party (Feb 2010) ([31 U.S.C. 3332](#)).

___ (50) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

___ (51)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

___ (ii) Alternate I (Apr 2003) of [52.247-64](#).

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

[Contracting Officer check as appropriate.]

___ (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.*).

___ (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 (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

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

(iii) [Reserved]

(iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(v) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).

(vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

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

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

(ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

____ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

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

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

(xii) [52.222-54](#), Employment Eligibility Verification (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)

52.217-9 Option to Extend the Term of the Contract.

As prescribed in [17.208](#)(g), insert a clause substantially the same as the following:

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 anytime during the period of performance provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 1 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

The DFARs clauses at DFAR 252.204-70004 Alternate A, Central Contractor Registration and 252.212-7001, Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items applies to this acquisition. The following additional clauses cited within this clause are applicable:

252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items.

As prescribed in [212.301](#)(f)(iii), use the following clauses as applicable:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2012)

(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.

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 (SEP 2011) (Section 847 of Pub. L. 110-181).

- (2) ____ [252.203-7003](#), Agency Office of the Inspector General (SEP 2010)(section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).
- (3) ____ [252.205-7000](#), Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- (4) ____ [252.219-7003](#), Small Business Subcontracting Plan (DoD Contracts) (SEP 2011) (15 U.S.C. 637).
- (5) ____ [252.219-7004](#), Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).
- (6)(i) ____ [252.225-7001](#), Buy American Act and Balance of Payments Program (OCT 2011) (41 U.S.C. chapter 83, E.O. 10582).
- (ii) ____ Alternate I (OCT 2011) of [252.225-7001](#).
- (7) ____ [252.225-7008](#), Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).
- (8) ____ [252.225-7009](#), Restriction on Acquisition of Certain Articles Containing Specialty Metals (JAN 2011) (10 U.S.C. 2533b).
- (9) ____ [252.225-7012](#), Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).
- (10) ____ [252.225-7015](#), Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (11) ____ [252.225-7016](#), Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).
- (12) ____ [252.225-7017](#), Photovoltaic Devices (MAR 2012) (Section 846 of Pub. L. 111-383).
- (13)(i) ____ [252.225-7021](#), Trade Agreements (JAN 2012) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (ii) ____ Alternate I (OCT 2011) of [252.225-7021](#).
- (iii) ____ Alternate II (OCT 2011) of [252.225-7021](#).
- (14) ____ [252.225-7027](#), Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (15) ____ [252.225-7028](#), Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (16)(i) ____ [252.225-7036](#), Buy American Act—Free Trade Agreements—Balance of Payments Program (OCT 2011) (41 U.S.C. chapter 83 and 19 U.S.C. 3301 note).
- (ii) ____ Alternate I (OCT 2011) of [252.225-7036](#).

- (iii) ___ Alternate II (OCT 2011) of [252.225-7036](#).
- (iv) ___ Alternate III (OCT 2011) of [252.225-7036](#).
- (17) ___ [252.225-7038](#), Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (18) ___ [252.225-7039](#), Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- (19) ___ [252.226-7001](#), Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- (20) ___ [252.227-7013](#), Rights in Technical Data—Noncommercial Items (FEB 2012), if applicable (see [227.7103-6\(a\)](#)).
- (21) ___ [252.227-7015](#), Technical Data—Commercial Items (DEC 2011) (10 U.S.C. 2320).
- (22) ___ [252.227-7037](#), Validation of Restrictive Markings on Technical Data (SEP 2011), if applicable (see [227.7102-4\(c\)](#)).
- (23) ___ [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (24) ___ [252.237-7010](#), Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84)
- (25) ___ [252.237-7019](#), Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- (26) ___ [252.243-7002](#), Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (27) ___ [252.246-7004](#), Safety of Facilities, Infrastructure, and Equipment For Military Operations (OCT 2010) (Section 807 of Pub. L. 111-84).
- (28) ___ [252.247-7003](#), Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).
- (29)(i) ___ [252.247-7023](#), Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
 - (ii) ___ Alternate I (MAR 2000) of [252.247-7023](#).
 - (iii) ___ Alternate II (MAR 2000) of [252.247-7023](#).
 - (iv) ___ Alternate III (MAY 2002) of [252.247-7023](#).
- (30) ___ [252.247-7024](#), Notification of Transportation of Supplies by Sea (MAR (2000) (10 U.S.C. 2631).
- (31) ___ [252.247-7027](#), Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).

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

(1) [252.225-7039](#), Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

(2) [252.227-7013](#), Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see [227.7103-6\(a\)](#)).

(3) [252.227-7015](#), Technical Data—Commercial Items (DEC 2011), if applicable (see [227.7102-4\(a\)](#)).

(4) [252.227-7037](#), Validation of Restrictive Markings on Technical Data (SEP 2011), if applicable (see [227.7102-4\(c\)](#)).

(5) [252.237-7010](#), Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(6) [252.237-7019](#), Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

(7) [252.247-7003](#), Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).

(8) [252.247-7023](#), Transportation of Supplies by Sea (MAY 2002) (10 U.S.C 2631).

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

(End of clause)

DFARS 252.209-7998 - REPRESENTATION REGARDING CONVICTION OF A FELONY CRIMINAL VIOLATION UNDER ANY FEDERAL OR STATE LAW (DEVIATION 2012-O0007) (MAR 2012)

(a) In accordance with section 514 of Division H of the Consolidated Appropriations Act, 2012, none of the funds made available by that Act may be used to enter into a contract with any corporation that was convicted of a felony criminal violation under any Federal or State law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(b) The Offeror represents that it is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of provision)

252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-O0004) (JAN 2012)

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012,(Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that—

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

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

(b) The Offeror represents that—

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

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

(End of provision)

VI. Quote/Proposal Requirements

Offerors should submit a quote that includes the following sections: (1) Technical; (2) Cost; (3) Completed Representations and Certification in accordance with FAR 52.212-3 Offeror Representations and Certifications-Commercial Items and DFARs 252.212-7000 Offeror Representations and Certifications-Commercial Items; (4) An affirmation that it has an active registration on the Central Contractor Registration (CCR), which is at the website www.ccr.gov; (5) An Acknowledgement of Solicitation Amendments; and (6) A signed SF1449 or a statement specifying the extent of agreement with all terms, conditions, and provisions included in this solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of this solicitation may be excluded from consideration. The representations and certifications are provided as an attachment.

Information for the technical portion should be a separate and segregable document from the cost section. No cost information should be included in the technical section. The length of the technical portion shall not exceed five (5) pages. The technical portion should include a description of the facility, hours of operation, description and physical copy of insurance coverage, and any terms or conditions. The Representations and Certifications, CCR Affirmation, Acknowledgement of Amendments, and SF1449 (or alternate statement) are excluded from the page count. The quote should be written and organized to

be compatible with the requirements outlined in this solicitation, company's organization and accounting structure, and proposed cost.

The cost portion of the quote should separately identify the costs associated with each membership for the base period and each option period as well as the total price for the base and each option period.

VII. Basis for Award/Evaluation Factors

A purchase order will be awarded to the responsible offeror(s) whose offer represents the best value to the Government.

In order to determine which offeror represents the best overall value, offers will be evaluated in accordance with the following evaluation criteria:(1) Technical Factor - Offeror's technical capability to meet the requirements and Past Performance and (2) Price Factor. The Technical and Price factors are of equal importance. The Government will make an award to the responsible offeror whose offer represents the best value to the Government.

VIII. Quote Submission Requirements

Quotes must be received no later than **2:00 PM Local Eastern Time on Monday, 07 MAY 2014**. Any quote that is received at the designated Government office after this exact time specified for receipt of quotes is "late" and will not be considered. All offerors will be notified via e-mail once the award process is completed. The Contract Specialist must receive any questions concerning the RFQ no later than three (3) business days before the response date of this solicitation, or the question may not be answered. Questions should be emailed to Contract Specialist, Jennifer Brown at Jennifer.brown4@navy.mil. The quote hard copy package or email header should be marked with the solicitation number N00014-12-Q-0009 and the due date, and be addressed to:

Office of Naval Research
Attention: Jennifer Brown
875 North Randolph Street Suite 1272F
Arlington, VA 22203-1995

The quote may then be mailed or delivered to the above address or sent via email to **Jennifer.brown4@navy.mil**. Faxed quotes will not be accepted. It is anticipated that award start date will be 01 JUN 2012. As soon as the final evaluation process is completed, the Offeror will be notified via email of its selection or non-selection for an award.

The U.S. Postal Service continues to irradiate letters, flats, Express and Priority Mail with stamps for postage and other packages destined to government agencies. Due to potential delays in receiving mail, Offerors are encouraged to use alternatives to the mail, such as delivery services, when submitting quote. Offerors may also hand-deliver their quotes to the mailing address stated above, provided they pre-arrange a delivery time and date prior to the closing of the solicitation with the Contract Specialist, Jennifer Brown, (703) 588-2432.