

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 76		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER W9124R-13-R-0002		6. SOLICITATION ISSUE DATE 08-Nov-2012	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME KIMBERLY ROSS			b. TELEPHONE NUMBER (No Collect Calls) 928-328-6285		8. OFFER DUE DATE/LOCAL TIME 03:00 PM 20 Dec 2012	
9. ISSUED BY MISSION & INSTALLATION CONTRACTING CMD YUMA PROVING GROUND CCMI-CHD-YP 301 C STREET YUMA AZ 85365-9498 TEL: 928-328-6285 FAX: 928-328-6849			CODE W9124R		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: \$30.0M NAICS: 488190		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS
15. DELIVER TO YUMA PROVING GROUND YUMA PROVING GROUND SEE SCHEDULE YUMA AZ 85365 TEL: FAX:			CODE W905MW		16. ADMINISTERED BY			
17a. CONTRACTOR/OFFEROR			CODE		18a. PAYMENT WILL BE MADE BY			
TEL.			FACILITY CODE		CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				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 checked="" 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 checked="" 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 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	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
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

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>)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Aviation Support Services - Phase In FFP Phase in period for Aviation Support Services (AVSS) at the U.S. Army Yuma Proving Ground (USAYPG), AZ. These services include Ground and Flight Operations, Aviation Maintenance, Airfield Services, and Aircraft Servicing. All services shall be performed in accordance with the attached Performance Work Statement (PWS) and Technical Exhibits (TE). Phase-In Period of Performance: 01-APR-2013 to 30-APR-2013 FOB: Destination	1	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Ground & Flight Operations - Base FFP Non-personal services to provide AVSS at USAYPG, AZ This contract shall be in accordance with the PWS and TE 1.0. Base Year Period of Performance: 01-MAY-2013 to 31-MAR-2014 FOB: Destination	11	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Aviation Maintenance - Base FFP Non-personal services to provide AVSS at USAYPG, AZ This contract shall be in accordance with the PWS and TE 2.0.	11	Months		
Base Year Period of Performance: 01-MAY-2013 to 31-MAR-2014 FOB: Destination					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Airfield Services - Base FFP Non-personal services to provide AVSS at USAYPG, AZ This contract shall be in accordance with the PWS and TE 3.0.	11	Months		
Base Year Period of Performance: 01-MAY-2013 to 31-MAR-2014 FOB: Destination					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Aircraft Servicing - Base FFP Non-personal services to provide AVSS at USAYPG, AZ This contract shall be in accordance with the PWS and TE 4.0.	11	Months		
Base Year Period of Performance: 01-MAY-2013 to 31-MAR-2014					
FOB: Destination					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Travel - Base FFP Travel may be required in support of training and/or test support. Reasonableness of costs will be based on the most current Joint Travel Regulations (JTR) and pursuant to Federal Acquisition Regulation (FAR) 31.205-46 "Travel Costs". Fixed price for travel shall be reviewed by the COR and forwarded to the KO for approval one week prior to each travel event. Reference PWS C.1.36. Base Period of Performance: 01-MAY-2013 TO 31-MAR-2014	1	Lump Sum		
Note: Offerors will be evaluated using this common cost figure for travel. The value of this CLIN is estimated at \$24,000.					
FOB: Destination					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		1	Lump Sum		

CMR - FY13

FFP

The Contractor is required to comply with this annual reporting requirement pursuant to PWS Section C.1.18.

Complete the Annual CMR requirement at the CMR website

<https://cmra.army.mil>.

Period to be reported: 01-APR-2013 - 30-SEP-2013 by no later than 31 October 2013.

INFORMATION FOR CONTRACTOR MANPOWER REPORTING (CMR):

Requiring Activity UIC: W04XAA

Command: US Army Test & Evaluation Command

FSC: J015

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		1	Lump Sum		

CMR - FY14

FFP

The Contractor is required to comply with this annual reporting requirement pursuant to PWS Section C.1.18.

Complete the Annual CMR requirement at the CMR website

<https://cmra.army.mil>.

Period to be reported: 01-OCT-2013 - 30-SEP-2014 by no later than 31 October 2014.

INFORMATION FOR CONTRACTOR MANPOWER REPORTING (CMR):

Requiring Activity UIC: W04XAA

Command: US Army Test & Evaluation Command

FSC: J015

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Ground & Flight Operations - 1st Option FFP Non-personal services to provide AVSS at USAYPG, AZ This contract shall be in accordance with the PWS and TE 1.0.	12	Months		
1st Option Year Period of Performance: 01-APR-2014 to 31-MAR-2015 FOB: Destination					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	Aviation Maintenance - 1st Option FFP Non-personal services to provide AVSS at USAYPG, AZ This contract shall be in accordance with the PWS and TE 2.0.	12	Months		
1st Option Year Period of Performance: 01-APR-2014 to 31-MAR-2015 FOB: Destination					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003 OPTION	Airfield Services - 1st Option FFP Non-personal services to provide AVSS at USAYPG, AZ This contract shall be in accordance with the PWS and TE 3.0.	12	Months		
1st Option Year Period of Performance: 01-APR-2014 to 31-MAR-2015 FOB: Destination					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004 OPTION	Aircraft Servicing - 1st Option FFP Non-personal services to provide AVSS at USAYPG, AZ This contract shall be in accordance with the PWS and TE 4.0.	12	Months		
1st Option Year Period of Performance: 01-APR-2014 to 31-MAR-2015 FOB: Destination					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005 OPTION	Travel - 1st Option FFP Travel may be required in support of training and/or test support. Reasonableness of costs will be based on the most current JTR and pursuant to FAR 31.205-46 "Travel Costs". Fixed price for travel shall be reviewed by the COR and forwarded to the KO for approval one week prior to each travel event. Reference PWS C.1.36. 1st Option Year Period of Performance: 01-APR-2014 to 31-MAR-2015 Note: Offerors will be evaluated using this common cost figure for travel. The value of this CLIN is estimated at \$24,000. FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006 OPTION	CMR - FY15 FFP The Contractor is required to comply with this annual reporting requirement pursuant to PWS Section C.1.18. Complete the Annual CMR requirement at the CMR website https://cmra.army.mil . Period to be reported: 01-OCT-2014 - 30-SEP-2015 by no later than 31 October 2015. INFORMATION FOR CONTRACTOR MANPOWER REPORTING (CMR): Requiring Activity UIC: W04XAA Command: US Army Test & Evaluation Command FSC: J015 FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	Ground & Flight Operations - 2nd Option FFP Non-personal services to provide AVSS at USAYPG, AZ This contract shall be in accordance with the PWS and TE 1.0.	12	Months		
2nd Option Year Period of Performance: 01-APR-2015 to 31-MAR-2016 FOB: Destination					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION	Aviation Maintenance - 2nd Option FFP Non-personal services to provide AVSS at USAYPG, AZ This contract shall be in accordance with the PWS and TE 2.0.	12	Months		
2nd Option Year Period of Performance: 01-APR-2015 to 31-MAR-2016 FOB: Destination					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 OPTION	Airfield Services - 2nd Option FFP Non-personal services to provide AVSS at USAYPG, AZ This contract shall be in accordance with the PWS and TE 3.0.	12	Months		
2nd Option Year Period of Performance: 01-APR-2015 to 31-MAR-2016 FOB: Destination					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004 OPTION	Aircraft Servicing - 2nd Option FFP Non-personal services to provide AVSS at USAYPG, AZ This contract shall be in accordance with the PWS and TE 4.0.	12	Months		
2nd Option Year Period of Performance: 01-APR-2015 to 31-MAR-2016 FOB: Destination					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005 OPTION	Travel - 2nd Option FFP Travel may be required in support of training and/or test support. Reasonableness of costs will be based on the most current JTR and pursuant to FAR 31.205-46 "Travel Costs". Fixed price for travel shall be reviewed by the COR and forwarded to the KO for approval one week prior to each travel event. Reference PWS C.1.36. 2nd Option Year Period of Performance: 01-APR-2015 to 31-MAR-2016 Note: Offerors will be evaluated using this common cost figure for travel. The value of this CLIN is an estimated at \$24,720. FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006 OPTION	CMR - FY16 FFP The Contractor is required to comply with this annual reporting requirement pursuant to PWS Section C.1.18. Complete the Annual CMR requirement at the CMR website https://cmra.army.mil . Period to be reported: 01-OCT-2015 - 30-SEP-2016 by no later than 31 October 2016. INFORMATION FOR CONTRACTOR MANPOWER REPORTING (CMR): Requiring Activity UIC: W04XAA Command: US Army Test & Evaluation Command FSC: J015 FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 OPTION	Ground & Flight Operations - 3rd Option FFP Non-personal services to provide AVSS at USAYPG, AZ This contract shall be in accordance with the PWS and TE 1.0.	12	Months		
3rd Option Year Period of Performance: 01-APR-2016 to 31-MAR-2017 FOB: Destination					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002 OPTION	Aviation Maintenance - 3rd Option FFP Non-personal services to provide AVSS at USAYPG, AZ This contract shall be in accordance with the PWS and TE 2.0.	12	Months		
3rd Option Year Period of Performance: 01-APR-2016 to 31-MAR-2017 FOB: Destination					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003		12	Months		
OPTION	Airfield Services - 3rd Option FFP Non-personal services to provide AVSS at USAYPG, AZ This contract shall be in accordance with the PWS and TE 3.0.				
	3rd Option Year Period of Performance: 01-APR-2016 to 31-MAR-2017 FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004		12	Months		
OPTION	Aircraft Servicing - 3rd Option FFP Non-personal services to provide AVSS at USAYPG, AZ This contract shall be in accordance with the PWS and TE 4.0.				
	3rd Option Year Period of Performance: 01-APR-2016 to 31-MAR-2017 FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005 OPTION	Travel - 3rd Option FFP Travel may be required in support of training and/or test support. Reasonableness of costs will be based on the most current JTR and pursuant to FAR 31.205-46 "Travel Costs". Fixed price for travel shall be reviewed by the COR and forwarded to the KO for approval one week prior to each travel event. Reference PWS C.1.36. 3rd Option Year Period of Performance: 01-APR-2016 to 31-MAR-2017 Note: Offerors will be evaluated using this common cost figure for travel. The value of this CLIN is an estimated at \$25,462. FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006 OPTION	CMR - FY17 FFP The Contractor is required to comply with this annual reporting requirement pursuant to PWS Section C.1.18. Complete the Annual CMR requirement at the CMR website https://cmra.army.mil . Period to be reported: 01-OCT-2016 - 30-SEP-2017 by no later than 31 October 2017. INFORMATION FOR CONTRACTOR MANPOWER REPORTING (CMR): Requiring Activity UIC: W04XAA Command: US Army Test & Evaluation Command FSC: J015 FOB: Destination	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001 OPTION	Ground & Flight Operations - 4th Option FFP Non-personal services to provide AVSS at USAYPG, AZ This contract shall be in accordance with the PWS and TE 1.0.	12	Months		
4th Option Year Period of Performance: 01-APR-2017 to 31-MAR-2018 FOB: Destination					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002 OPTION	Aviation Maintenance - 4th Option FFP Non-personal services to provide AVSS at USAYPG, AZ This contract shall be in accordance with the PWS and TE 2.0.	12	Months		
4th Option Year Period of Performance: 01-APR-2017 to 31-MAR-2018 FOB: Destination					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003 OPTION	Airfield Services - 4th Option FFP Non-personal services to provide AVSS at USAYPG, AZ This contract shall be in accordance with the PWS and TE 3.0.	12	Months		
4th Option Year Period of Performance: 01-APR-2017 to 31-MAR-2018 FOB: Destination					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004 OPTION	Aircraft Servicing - 4th Option FFP Non-personal services to provide AVSS at USAYPG, AZ This contract shall be in accordance with the PWS and TE 4.0.	12	Months		
4th Option Year Period of Performance: 01-APR-2017 to 31-MAR-2018 FOB: Destination					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005		1	Lump Sum		

OPTION

Travel - 4th Option
FFP

Travel may be required in support of training and/or test support. Reasonableness of costs will be based on the most current JTR and pursuant to FAR 31.205-46 "Travel Costs". Fixed price for travel shall be reviewed by the COR and forwarded to the KO for approval one week prior to each travel event.

Reference PWS C.1.36.

4th Option Year Period of Performance: 01-APR-2017 to 31-MAR-2018

Note: Offerors will be evaluated using this common cost figure for travel. The value of this CLIN is an estimated at \$26,174.

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006		1	Lump Sum		

OPTION

CMR - FY18
FFP

The Contractor is required to comply with this annual reporting requirement pursuant to PWS Section C.1.18.

Complete the Annual CMR requirement at the CMR website

<https://cmra.army.mil>.

Period to be reported: 01-OCT-2017 - 30-SEP-2018 by no later than 31 October 2018.

INFORMATION FOR CONTRACTOR MANPOWER REPORTING (CMR):

Requiring Activity UIC: W04XAA

Command: US Army Test & Evaluation Command

FSC: J015

FOB: Destination

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government
2006	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
3004	Destination	Government	Destination	Government
3005	Destination	Government	Destination	Government
3006	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government
4004	Destination	Government	Destination	Government
4005	Destination	Government	Destination	Government
4006	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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0001	POP 01-APR-2013 TO 30-APR-2013	N/A	YUMA PROVING GROUND YUMA PROVING GROUND SEE SCHEDULE YUMA AZ 85365 FOB: Destination	W905MW
0002	POP 01-MAY-2013 TO 31-MAR-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W905MW
0003	POP 01-MAY-2013 TO 31-MAR-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W905MW
0004	POP 01-MAY-2013 TO 31-MAR-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W905MW
0005	POP 01-MAY-2013 TO 31-MAR-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W905MW
0006	POP 01-MAY-2013 TO 31-MAR-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W905MW
0007	31-OCT-2013	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W905MW
0008	31-OCT-2014	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W905MW
1001	POP 01-APR-2014 TO 31-MAR-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W905MW
1002	POP 01-APR-2014 TO 31-MAR-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W905MW
1003	POP 01-APR-2014 TO 31-MAR-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W905MW
1004	POP 01-APR-2014 TO 31-MAR-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W905MW
1005	POP 01-APR-2014 TO 31-MAR-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W905MW
1006	31-OCT-2013	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W905MW
2001	POP 01-APR-2015 TO 31-MAR-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W905MW
2002	POP 01-APR-2015 TO 31-MAR-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W905MW
2003	POP 01-APR-2015 TO 31-MAR-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W905MW

2004	POP 01-APR-2015 TO 31-MAR-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W905MW
2005	POP 01-APR-2015 TO 31-MAR-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W905MW
2006	31-OCT-2016	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W905MW
3001	POP 01-APR-2016 TO 31-MAR-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W905MW
3002	POP 01-APR-2016 TO 31-MAR-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W905MW
3003	POP 01-APR-2016 TO 31-MAR-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W905MW
3004	POP 01-APR-2016 TO 31-MAR-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W905MW
3005	POP 01-APR-2016 TO 31-MAR-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W905MW
3006	31-OCT-2017	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W905MW
4001	POP 01-APR-2017 TO 31-MAR-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W905MW
4002	POP 01-APR-2017 TO 31-MAR-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W905MW
4003	POP 01-APR-2017 TO 31-MAR-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W905MW
4004	POP 01-APR-2017 TO 31-MAR-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W905MW
4005	POP 01-APR-2017 TO 31-MAR-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W905MW
4006	31-OCT-2018	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W905MW

CLAUSES INCORPORATED BY REFERENCE

52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011

52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-99 (Dev)	System for Award Management Registration (Deviation)	AUG 2012
52.209-5	Certification Regarding Responsibility Matters	APR 2010
52.212-1	Instructions to Offerors--Commercial Items	FEB 2012
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2012
52.217-5	Evaluation Of Options	JUL 1990
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-5 Alt I	Pollution Prevention and Right-to-Know Information (May 2011) Alternate I	MAY 2011
52.223-5 Alt II	Pollution Prevention and Right-to-Know Information (May 2011) Alt II	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-18	Availability Of Funds	APR 1984
52.233-3	Protest After Award	AUG 1996
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 2012
252.223-7008	Prohibition of Hexavalent Chromium	MAY 2011
252.228-7001	Ground And Flight Risk	JUN 2010
252.228-7005	Accident Reporting And Investigation Involving Aircraft, Missiles, And Space Launch Vehicles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	APR 2012

CLAUSES INCORPORATED BY FULL TEXT

52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of Field Director, MICC-Ft. Hood and shall not be binding until so approved.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror () has () does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

ADDENDUM TO FAR 52.212-1

Instructions to Offerors – Commercial Items

Proposals are due by 3:00 PM Mountain Standard Time (MST), 20 December 2012

Delivery address:

By U.S. Postal Service:

U.S. Army Yuma Proving Ground
Mission and Installation Contracting Command (MICC), Yuma Proving Ground
Solicitation: W9124R-13-R-0002
301 C. Street/ BLDG 2364 (CCMI-CHD-YP) (Kimberly Ross)
Yuma, AZ 85365 - 9498

By Hand or other Common Carrier:

U.S. Army Yuma Proving Ground
Mission and Installation Contracting Command (MICC), Yuma Proving Ground
Solicitation: W9124R-13-R-0002
Ocotillo Street/ BLDG 2364 (CCMI-CHD-YP) (Kimberly Ross)
Yuma, AZ 85365 - 9498

The closing date and time for questions is 11:00 AM MST, 27 November 2012

All questions regarding this solicitation shall be submitted in writing via email (preferred) or FAX to:

Kimberly Ross, kimberly.r.ross14.civ@mail.mil

or

Colette Carrizales, colette.c.carrizales.civ@mail.mil

FAX 928-328-6534

1. INTRODUCTION

- a. In order for proposals to receive full consideration for award, offerors shall ensure that the information furnished in support of the proposal is factual, accurate, and complete. Failure to provide the information requested in the Request for Proposal (RFP) may render the Offeror's proposal ineligible for further consideration for award.
- b. A proposal in the possession or control of an agency may not be made available under the Freedom of Information Act (FOIA) (5 USC 552), except that any proposal (technical, management, or price) that is set forth or incorporated by reference in a contract may be released under FOIA. Proprietary Information shall be clearly marked. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall –
 - i. Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed –in whole or in part – for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of – or in connection with – the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's rights to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are connected in sheets [*insert numbers or other identification of sheets*]; and
 - ii. Mark each sheet of data it wishes to restrict with the following legend:

Use or disclose of data contained on this sheet is subject to the restriction on the title page of this proposal.
- c. Time for Submission: Responses to the RFP shall be submitted by the closing date indicated in the Solicitation, in the content, format, and copies specified. Written proposals will be submitted by the date and time set forth in Block 8 of the Standard Form (SF) 1449.
- d. Time for Acceptance: Unless the offeror inserts a different period of time, the quote will remain valid for a period of 90 days from the closing date specified in the Solicitation.
- e. In accordance with Federal Acquisition Regulation (FAR) Subpart 4.8 (Government Contract Files), the Government will retain one copy of all unsuccessful proposals. Unless the offeror requests otherwise, the Government will destroy extra copies of such unsuccessful proposals.
- f. If an offeror believes that the requirements in these instructions contain an error, an ambiguity, omission, or are otherwise unsound, the offeror shall immediately notify the KO in writing with supporting rationale.
- g. The Offer. The submission of the documentation specified below will constitute the offeror's acceptance of the terms and conditions of the RFP, concurrence with the Performance Work Statement, and the proposed contract type.
- h. It is the Government's intention to award without discussions. Offerors are encouraged to present their best mission capability proposal and prices in their initial proposal submission. However, IAW FAR Part 15.306, should discussions become necessary, the Government reserves the right to hold them. If this occurs, a competitive range will be determined and offerors notified. The competitive range may be limited for purposes of efficiency IAW FAR Part 15.306(c)(2).

- i. All referenced documents for this solicitation are available on the Federal Business Opportunities (FedBizOpps) web site at <http://www.fbo.gov>. Potential offerors are encouraged to subscribe for real-time e-mail notifications when information has been posted to the website for this solicitation. Additionally, the solicitation and all other associated documentation are located at the Mission & Installation Contracting Command – Yuma Proving Ground web site at: http://www.yuma.army.mil/site_contracting.asp.
- j. Debriefings. The KO will promptly notify offerors of any decision to exclude them from the competitive range, whereupon they may request and receive a debriefing in accordance with FAR 15.505. The KO will notify unsuccessful offerors in the competitive range of the source selection decision in accordance with FAR 15.506. Upon such notification, unsuccessful offerors may request and receive a debriefing. Offerors desiring debriefing must make their request in accordance with the requirements of FAR 15.505 or 15.506, as applicable.

2. PROPOSAL PREPARATION INSTRUCTIONS

- a. Offeror's proposal shall consist of: Mission Capability (Technical Approach), Past Performance, and Price.
- b. Proposal Format
 - i. The proposals shall be organized into three (3) volumes. Each volume of the proposal shall be separately bound in a three-ring loose leaf binder which shall permit the volume to lie flat when open. A cover sheet shall be bound in each book, clearly marked as to volume number, title, copy number, solicitation identification, and the Offeror's name. The same identifying data shall be placed on the spine of each binder. All text shall be single spaced and printed black on white paper (Black and white requirement does not apply to graphics, photos, etc., Company stationary and logo's are acceptable). Printing shall be easily readable (12-pitch type or 10 point proportional spacing.) In addition to submitting hard copies of the proposals, digital copies shall be provided on CD-ROM disk in Microsoft Word, PowerPoint, and/or Excel. File names to be "Company Name – Initial" for the first submission. File name of later submissions (if necessary), shall be "Company Name – Revision X" with X indicating the number of the revision. Page limitations as follows:

TITLE	NO. OF COPIES	DIGITAL COPY	PAGE LIMITS
Mission Capability (Technical Approach)	Original plus 5	2	50
Past Performance	Original plus 4	2	50
Price	Original plus 2	2	none

- ii. **Volume I – Mission Capability (Technical Approach)** in written format in original and 5 copies. This volume is limited to 50 pages.
- iii. **Volume II – Past Performance Proposal** in written format in original and 4 copies. This volume is limited to 50 pages.
- iv. **Volume III – Price** in written format, to include completed SF 1449; Amendment acknowledgements (if applicable); Representations and Certifications; and other cost information specified in paragraph c below, in original and 2 copies. There is no page limit for this volume.
- v. Exceptions. Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors. Failure to meet a requirement may result in an offer being ineligible for award. If the offeror finds it necessary to take exception to any of the requirements specified in this solicitation, the offeror shall clearly identify the applicable Volume and exceptions with a complete explanation of why the exception was taken, what benefit accrues to the Government (if any), and its impact, if any, on the performance, schedule, cost, and specific requirements of the solicitation. Each exception shall

be specifically related to each paragraph and/or specific part of the solicitation to which the exception is taken. ***Offerors are cautioned that taking an exception may render the offer ineligible for award. It is recommended that the Offeror contact the Contracting Officer immediately/prior to solicitation closing upon identifying an area that may result in an exception.*** This information shall be provided in the format below.

Solicitation Exceptions

Solicitation Document	Page/ Paragraph	Requirement/ Portion	Rationale & Impact
<i>Section B, PWS, etc.</i>	<i>Applicable page and paragraph numbers</i>	<i>Identify the requirement or portion to which exception is taken</i>	<i>Describe the rationale and impact of the exception</i>

- vi. Proposal Limitation. The proposal shall not exceed the limits stated above. If the page limits are exceeded, the pages in excess of the limit shall be removed and will not be evaluated.
 - vii. Page Limit Includes: All appendices, charts, graphs, diagrams, tables, photographs, drawings, etc. Page Limit Excludes: cover page, title page, table of contents, list of figures and tables, and lists of acronyms.
 - viii. What Counts As A Page - A page shall be an 8 ½ X 11” sheet of paper (minimum of ½” margins). When both sides of a sheet display printed material, it shall be counted as two pages. Font shall be Times New Roman Size 12, with the exception of figures and tables which shall have a Font Size no smaller than 10. 11” X 17” Fold-outs are permitted although they shall use at least 1 inch margins on the top and bottom and ¾” side margins and shall be counted as the appropriate number of pages based on an 8 ½ X 11” sheet of paper. The Offeror shall number each page in order to eliminate any confusion. In the event Offeror creates an ambiguity in their numbering of pages, the Government may exercise its own discretion in counting pages.
 - ix. Indexing. Each volume shall contain a detailed table of contents to delineate the subparagraphs within that volume. Tab indexing shall be used to identify sections.
 - x. Glossary of Abbreviations and Acronyms. Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each.
- c. Proposal Content
- i. **Mission Capability (Technical Approach) Proposal:**
 - 1) General. The Mission Capability shall be clear, concise, and include sufficient detail for effective evaluation and for substantiating the validity of stated claims. Legibility, clarity, and coherence are very important. Your responses will be evaluated against the factors defined in FAR 52.212-2 Evaluation - Commercial Items. The proposal shall not simply rephrase or restate the Government's requirements, but rather shall provide convincing rationale to address how the offeror intends to meet the requirements in the Performance Work Statement (PWS). Statements that the offeror understands, can, or will comply with the PWS (including referenced publications, technical data, etc.); statements paraphrasing the PWS or parts thereof (including applicable publications, technical data, etc.); and phrases such as “standard procedures will be employed” or “well known techniques will be used,” etc., will be considered unacceptable. Offerors shall assume that the Government has no prior knowledge of offeror facilities and experience, and will base its evaluation on the information presented in the Offeror’s proposal. Elaborate brochures or documentation, binding, detailed art work, or other embellishments are unnecessary and are not desired.

- 2) The Mission Capability (Technical Approach) shall, at a minimum, be prepared consistent with the requirements and the evaluation criteria for award set forth in FAR 52.212-2 Evaluation - Commercial Items of this solicitation. The proposal shall be prepared in an orderly format and in sufficient detail to enable the Government to make a thorough evaluation of the Offeror's technical competence and ability to comply with the requirements specified in the PWS. The offeror shall address as specifically as possible the actual methodology you would use for accomplishing the PWS tasks. The volume shall be organized according to the following general outline:

TAB 1 – Executive Summary. The Offeror shall provide an Executive Summary of its submission, which shall provide an overview of the proposal and is to be used as an aide in understanding the organization, content, and interrelationship of the proposed material.

TAB 2– Technical Expertise (Experience). The offeror shall provide information on technical expertise as being relevant to the Aviation Support Services requirement to enable performance of all functional areas of the PWS as demonstrated by that experience including the ability to mitigate problems encountered and the effectiveness of that mitigation. This section shall also include a discussion of the experience of each team member or subcontractor.

TAB 3 –Staffing and Training Approach. The Offeror shall propose a staffing approach that demonstrates adequate coverage of all functional areas within the PWS. This includes: 1) the collective level of experience, education, certifications, licenses, appropriate security clearances, and technical qualifications of proposed personnel to ensure understanding and successful performance of all contractual requirements based on the job qualification standards prepared by the offeror; 2) the adequacy of specific plans to recruit and retain qualified personnel throughout the contract period; and 3) the adequacy of proposed staffing plans to demonstrate adequate coverage of all functional areas within the PWS, for the required hours of operation. The Offeror's approach must demonstrate the ability to manage a multi-skilled workforce; provide sufficient manpower and quickly recruit and retain the requisite skill sets necessary to support all functional areas of this requirement to include staffing to support unscheduled workload, cyclical events, and new and unknown requirements over the life of the contract. The staffing approach shall demonstrate how adequate coverage will be provided for the required hours of operation. Staffing levels which differ significantly from historical levels provided within the PWS shall be fully explained and justified. Offeror's approach must demonstrate an effective/comprehensive training program that ensures qualified and certified personnel in all positions prior to contract performance. Offeror will also demonstrate a feasible approach for tracking, scheduling and documenting recurring/refresher training. The Offeror shall provide Job Qualification Standards (JQS) on all proposed key personnel, as designated by the Offeror, to include their rationale for identifying each position as key. The JQS' submitted shall not exceed two (2) pages, per JQS, and shall address, at a minimum, Education and Professional Experience Requirements for each position.

TAB 4 – Transition Plan. In order to demonstrate the ability to successfully transition into full contract performance within a 30-day period, the offeror shall submit the following:

- A plan for obtaining facility and personnel clearances
- A plan to develop the Ground and Flight Operations Procedures Manual with a final version for submission and approval by the Government prior to full contract performance
- A plan that addresses the requirements necessary to accomplish full contract performance

TAB 5 – Quality Control Approach – The offeror shall provide an approach to quality control that demonstrates the ability to understand and establish an effective and appropriate quality control program that ensures acceptable performance, identifies problem areas, and provides mechanisms

for corrective actions. The successful Offeror shall submit a complete and comprehensive Quality Control Plan to the Contracting Officer no later than 20 days prior to commencing performance.

ii. Past Performance Proposal:

The Government will perform a Confidence Assessment of the Offeror's past performance to arrive at a confidence rating. The Confidence Assessment represents the evaluation of an Offeror's past work record to assess the Government's confidence in the Offeror's probability of successfully performing as proposed. The Past Performance evaluation will be accomplished by reviewing aspects of an Offeror's recent and relevant Past Performance, focusing on and targeting performance which is relevant to the effort as it directly relates to the work being procured under this solicitation and as defined in FAR 52.212-2, Evaluation Criteria. Past Performance information described herein is required on the offeror and all subcontractors, teaming partners, and/or joint venture partners. In addition, the offeror shall detail the percentage of work performed by each subcontractor or partner based on the total proposed price. The offeror shall submit, along with the information required in this paragraph, a consent letter executed by each subcontractor, teaming partner, and/or joint venture partner, authorizing release of adverse past performance information to the offeror so the offeror can respond to such information. For each identified effort for a commercial customer, the offeror shall also submit a client authorization letter, authorizing release to the Government of requested information on the offeror's performance.

- (1) The offeror shall include documentation regarding their relevant past performance as it directly relates to the work being procured under this solicitation. The offeror SHALL NOT go back any farther than 3 years for the submitted data. The past performance data shall document a successful history of past contract performance.
- (2) In conducting the Past Performance evaluation, the Government reserves the right to use both the information provided in the offeror's Past Performance Volume and information obtained from other sources, such as the Past Performance Information Retrieval System (PPIRS) or similar systems, Defense Contract Management Agency (DCMA), State Department Watch List, and commercial sources
- (3) Offerors are reminded that both independent data and data provided by offerors in their proposals may be used by the Government to evaluate offeror past performance. However, the burden of providing thorough, complete, and current past performance information as requested in this paragraph remains with the offerors. Proposals that do not contain the information requested by this paragraph risk rejection or a less than acceptable performance rating by the Government. In the case of an offeror without any relevant past performance history, Offeror's without a record of relevant past performance or for whom information will not be evaluated favorably or unfavorably on past performance and, as a result, will receive an "Unknown Confidence (Neutral)" rating for the Past Performance factor. A strong record of relevant present and past performance may be considered more advantageous to the Government than an "Unknown Confidence (Neutral)" rating.
- (4) All past performance comments received will be taken into account and could affect the overall rating. The overall past performance evaluation is a subjective decision based on the whole of all data received. Offerors with no past performance may provide the equivalent information on company officials and/or personnel proposed for this action. If the offeror has no relevant past performance, they will be rated as "Unknown Confidence (Neutral)" rating.
- (5) Submission Requirements. The offeror shall submit a Past Performance Volume containing the following:
 - **Table of Contents**
 - **Summary Page** describing the role of the offeror and each subcontractor, teaming partner, and /or joint venture partner that the offeror is required to provide Past Performance Specific Relevant Contract Reference Sheets for the past performance experience.
 - **Consent Letters** executed by each subcontractor, teaming partner, and/or joint venture partner, authorizing the release of past performance information so the offeror can respond to such information.

- **Client Authorization Letters** for each identified effort for a commercial customer authorizing release to the Government of requested information on the offeror's performance.
 - **Organization Structure Change History** Many companies have acquired, been acquired by, or otherwise merged with other companies, and/or reorganized their divisions, business groups, subsidiary companies, etc. In many cases, these changes have taken place during the time of performance of relevant present or past efforts or between conclusion of recent past efforts and this source selection. As a result, it is sometimes difficult to determine what past performance is relevant to this acquisition. To facilitate this relevancy determination, include in this proposal volume a "roadmap" describing all such changes in the organization of your company. As part of this explanation, show how these changes impact the relevance of any efforts you identify for past performance evaluation/performance confidence assessment. Since the Government intends to consider present and past performance information provided by other sources as well as that provided by the offeror(s), your "roadmap" shall be both specifically applicable to the efforts you identify and general enough to apply to efforts on which the Government receives information from other sources.
 - **Specific Relevant Contracts Format** The offeror shall provide documentation outlining the offeror's past performance with contracts, as a prime or major subcontractor, which is the same or similar in nature, size, and complexity to the services being procured under this Solicitation. The submittal shall include rationale supporting your assertion of relevance and how it was determined that the work performed previously was the same or similar in nature, size, and complexity to the work specified by this solicitation. Offerors are required to explain what aspects of the contracts are deemed relevant to the proposed effort, and to what aspects of the proposed effort they relate.
- iii. This volume shall address the Offeror's recent and relevant past and present performance from a qualitative aspect. Offerors shall submit a list of recent (within the past three years) and relevant (same or similar in nature of work, size, magnitude, complexity, and scope to the services/products being procured under this solicitation) contracts including the following information:

TAB 1 – Contract Descriptions. This section shall include the following information in the following format:

- (a) Contractor/Subcontractor place of performance, CAGE Code and DUNS Number. If the work was performed as a subcontractor, also provide the name of the prime contractor and Point of Contact (POC) within the prime contractor organization (name, and current address, email address, and telephone and fax numbers).
- (b) Government contracting activity, and current address, Procuring Contracting Officer's name, email address, telephone and fax numbers.
- (c) Government's technical representative/Contracting Officer Representative (COR), and current email address, telephone and fax numbers.
- (d) Government contract administration activity and the Administrative Contracting Officer's name, and current email address, telephone and fax numbers.
- (e) Contract Number and, in the case of Indefinite Delivery type contracts, GSA contracts, and Blanket Purchase Agreements, include Delivery Order Numbers also.
- (f) Contract Type (specific type such as Fixed Price (FP), Cost Reimbursement (CR), Time & Materials (T&M), etc.) In the case of Indefinite Delivery contracts, indicate specific type (Requirements, Definite Quantity, and Indefinite Quantity) and secondary contract type (FP, CR, T&M, etc).
- (g) Awarded Price.
- (h) Final or projected final Price.
- (i) Original delivery schedule, including dates of start and completion of work.
- (j) Final, or projected final, delivery schedule, including dates of start and completion of work.

TAB 2 – Performance. Offerors shall provide a specific narrative explanation of each contract listed in Tab 1 describing the objectives achieved and detailing how the effort is relevant to the requirements of this solicitation. For any contracts that did not/do not meet original schedule or

technical performance requirements, provide a brief explanation of the reason(s) for the shortcomings and any corrective action(s) taken to avoid recurrence. The offerors shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary. The offerors shall also provide a copy of any Cure Notices or Show Cause Letters received on each contract listed and a description of any corrective action implemented by the offeror or proposed subcontractor. The offerors shall indicate if any of the contracts listed were terminated and the type and reasons for the termination.

TAB 3 – Subcontracts. Offerors shall provide an outline of how the effort required by the solicitation will be assigned for performance within the Offeror’s corporate entity and among proposed subcontractor(s). The information provided for the prime offeror and each proposed major subcontractor must include the entire company name, company address, CAGE Code, DUNS Number and type of work to be performed by citing the applicable Government PWS subparagraph number. Offerors shall provide the same information for subcontractors as is required for the prime under TAB 1.

TAB 4 – New Corporate Entities. New corporate entities may submit data on prior contracts involving its officers and employees. However, in addition to the other requirements in this section, the offeror shall discuss in detail the role performed by such persons in the prior contracts cited. Information shall be included in the files described in the sections above.

TAB 5 – Past Performance Questionnaire. For all contracts identified in TAB 1 and TAB 3, Past Performance Questionnaires must be completed and submitted. The Offeror shall complete Part I of the Past Performance Questionnaire and email the questionnaire to the responsible past/current contract Government contracting activity and technical representative. The Offeror shall request that the responsible past/current contract POC complete Part II of the questionnaire and email the entire questionnaire to the USAYPG Contracting Office so as to be received by the closing date of the RFP. Offerors shall provide, under this TAB, a list of the entire responsible past/current contract POC’s who were sent a questionnaire. The POC List shall be submitted in Word for Windows Table Format to include the following fields: Solicitation Number; Company Name; Contract Number; Government Agency; POC Last Name, First Name; POC Title; POC Telephone Number; POC E-mail Address; Date E-Mailed to POC (month/day). The questionnaire is provided as an Attachment to this solicitation.

- iv. **Price Proposal:** Offerors are required to submit a completed SF 1449 (including acknowledgment of Amendments), Contract Line Item Number (CLIN) pricing, and their Representations and Certifications. Failure to follow the below Contract Proposal preparation instructions may cause your proposal to be deemed unacceptable by the Government. The Solicitation Volume shall be organized as follows and contain the identified information.

TAB 1 – SF 1449 - The SF 1449 shall be submitted fully completed. The offeror is cautioned that the SF 1449 must contain an original signature in block 17 of the form. The contractor shall acknowledge any amendments to the RFP in accordance with the instructions on the SF 1449 and with FAR 52.212-1, Instruction to Offerors—Commercial Items. The offeror shall provide the name, title and telephone number of the company/division point of contact regarding decisions made with respect to your proposal and who can obligate your company contractually. Also, identify those individuals authorized to negotiate with the Government.

TAB 2 – Schedule of Prices - Pricing shall be submitted fully completed and error free. It shall contain the Offeror’s prices for each of the established CLINs. Offerors shall follow the instructions provided within the Schedule for each CLIN in submitting their proposed pricing. Discuss and provide narrative for the basis of pricing proposed, in terms of number of people, labor categories, wage rates, overhead, G&A, fringe, and profit rates.

TAB 3 – Representations and Certifications (Reps and Certs)

The offeror shall be registered in the System for Award Management (SAM) website at <https://www.sam.gov/portal/public/SAM/>. The offeror shall ensure that the Reps and Certs are submitted thoroughly completed with all blocks in each certification/representation completed truthfully and completely (for both FAR 52.212-3 Alt I and DFARS 252.212-7000).

TAB 4 – Certification Regarding Responsibility Matters and Information Regarding Responsibility Matters. The offeror shall ensure that FAR 52.209-5 Certification Regarding Responsibility Matters, FAR 52.209-7 Information Regarding Responsibility Matters, and DFARS 252.209-7999 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability are submitted thoroughly completed with all blocks completed truthfully and completely. The completed hardcopy for FAR 52.209-5, FAR 52.209-7, and DFARS 252.209-7999 shall be included in the proposal.

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:

BASIS FOR AWARD

i. A single Firm-Fixed Price (FFP) contract will be awarded for this acquisition based on the overall (i.e., best value) proposal that is determined to be the most beneficial to the Government, with appropriate consideration given to the following three evaluation factors: Mission Capability, Past Performance, and Price. Offerors must propose to perform all aspects of the PWS.

1. All proposals will be evaluated for technical acceptability. Those proposals determined to be technically acceptable will be evaluated for past performance and price. The final award decision will be based on an overall tradeoff between past performance and price, or a Performance Price Tradeoff (PPT). Past performance is more important than price. Accordingly, the Government reserves the right to award to other than the low offeror. Careful, full, and impartial consideration will be given to all proposals received in response to the solicitation. Award will be made on an all or none basis and offerors will be required to propose to perform all aspects of the PWS.

2. The Government may select for award that offer in which the Total Evaluated Price (TEP) is not necessarily the lowest, but whose overall response is deemed sufficiently more advantageous to the Government so as to justify the payment of a higher price. Conversely, the Government may select for award the Offeror whose TEP is the lowest, when other responses are not sufficiently more advantageous so as to justify the payment of a higher price. The Government may reject any or all responses if such action is in the public interest; accept other than the lowest quote; and waive informalities and minor irregularities in the submitted responses.

ii. Offerors are required to submit a proposal that will be included in the final award document. The proposal must describe the Offeror's approach to address the technical requirements. Award will encompass the entire PWS. No partial awards will be made.

iii. Award Without Discussions: As set forth in FAR 52.215-1(f)(4), the Government reserves the right to award without negotiations. Accordingly, offerors are advised to submit initial proposals that are fully and clearly satisfactory without the need for additional information or explanation and containing the Offeror's best terms from a technical and price standpoint.

iv. Competitive Range Determination: As set forth in FAR 15.306, in the event that the Government concludes that discussions are necessary, the Contracting Officer may determine that the number of most highly rated

proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. The Contracting Officer may limit proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

EVALUATION CRITERIA

Evaluation criteria consist of three factors, which will be Mission Capability (Technical Approach), Past Performance, and Price. The Mission Capability factor is divided into four sub-factors: (a) Technical Expertise (Experience), (b) Personnel Staffing, Training, Recruitment, and Retention Plan, (c) Transition Plan, and (d) Quality Control Approach. All sub-factors are of equal importance. Any subfactor that receives an unacceptable rating will result in an unacceptable rating for the Mission Capability Factor and not be eligible for award. Failure of an offeror to provide required information pertaining to a factor or sub-factor will result in a rating of unacceptable. An offeror must receive an overall rating of acceptable at the factor level to be eligible for award. A proposal must be determined technically acceptable to be evaluated for past performance and price. The price will be evaluated to determine fair and reasonableness.

All proposals shall be subject to evaluation by a team of Government personnel. The Government's evaluation team will use formal source selection procedures to evaluate each Offeror's capability to perform and demonstrate an understanding of the solicitation requirements. The evaluation team will rate each proposal based strictly on the proposal contents and will not assume performance or experience that is not specified in the Offeror's proposal.

- i. **FACTOR 1 – Mission Capability (Technical Approach).** The Government will evaluate technical proposals to determine the adequacy of each offerors proposed approach to meeting the technical requirements of the PWS based on the sub-factors identified below.
 - a. **Subfactor (a) - Technical Expertise (Experience):** The Government will evaluate offeror's technical expertise as being relevant to the Aviation Support Services requirement to enable performance of all functional areas of the PWS as demonstrated by that experience. The Government will evaluate the offeror's ability to mitigate problems encountered and the effectiveness of that mitigation. In addition, offeror's will be required to address experience of each proposed team member and/or subcontractor.
 - b. **Subfactor (b) - Personnel Staffing, Training, Recruitment, and Retention Plan:** The Government will evaluate the offeror's proposed approach to determine whether it demonstrates adequate coverage of all functional areas within the PWS. The Government will assess: 1) the collective level of experience, education, certifications, licenses, appropriate security clearances, and technical qualifications of proposed personnel to ensure understanding and successful performance of all contractual requirements based on the job qualification standards prepared by the offeror; 2) the adequacy of specific plans to recruit and retain qualified personnel throughout the contract period; and 3) the adequacy of proposed staffing plans to demonstrate adequate coverage of all functional areas within the PWS, for the required hours of operation.
 - c. **Subfactor (c) - Transition Plan:** The Government will evaluate the adequacy of a proposed plan to demonstrate the ability to successfully transition into full contract performance within a 30-day period.
 - d. **Subfactor (d) - Quality Control Approach:** The Government will evaluate the offeror's approach to quality control. The approach shall demonstrate the offeror's ability to understand and establish an effective and appropriate quality control program that ensures acceptable performance, identifies problem areas, and provides mechanisms for corrective actions.

Each Mission Capability subfactor will receive one of the ratings defined below, and then there will be an overall roll-up rating at the factor level. The subfactor ratings will be used to determine an overall rating

for the factor. Any subfactor that receives an "Unacceptable" rating will result in an overall of "Unacceptable" rating for the factor and will not be eligible for award.

Rating	Description
Acceptable	Proposal clearly meets the minimum requirements of the solicitation.
Unacceptable	Proposal does not clearly meet the minimum requirements of the solicitation.

- ii. **FACTOR 2 –Past Performance.** The Past Performance evaluation will assess the relative risks associated with an Offeror’s likelihood of success in performing the solicitation’s requirements as indicated by that offeror’s record of past performance. Past Performance is assessed by the Past Performance Team and is assigned a rating in the Past Performance factor of the evaluation. The Past Performance Team will conduct a performance risk assessment based on the quality of the offeror’s recent (within the past three years) and relevant past performance as it relates to the probability of successful accomplishment of the required effort.

Offerors are cautioned that in conducting the past performance assessment, the Government may use data provided in the offeror’s proposal and data obtained from other sources, such as the Past Performance Information Retrieval System (PPIRS), Contractor Performance Assessment Reporting System (CPARS), DoD Termination List, Federal Awardee Performance and Integrity Information System (FAPPIS), State Department Watch List, and Past Performance Questionnaires. Since the Government may not necessarily interview all of the sources provided by the offerors, it is incumbent upon the offerors to explain the relevance of the data provided.

Past Performance areas of evaluation include, but are not limited to:

- Quality of Service
- Schedule
- Transition
- Safety Issues and Violations
- Management of Personnel and Materials
- Customer Satisfaction
- Business Relations
- Ability to obtain and retain a highly qualified workforce

Each offeror will receive a performance confidence assessment rating based on the Offeror’s recent past performance, focusing on performance that is relevant to the contract requirements. There are two aspects to the past performance evaluation. The first is to evaluate the offeror’s past performance to determine how relevant a recent effort accomplished by the offeror is to the effort to be acquired through the source selection.

Recency Assessment. An assessment of the past performance information will be made to determine if it is recent. To be recent, the effort must be ongoing or must have been performed during the past three (3) years from the date of issuance of this solicitation. Past performance information that fails to meet this condition is not considered relevant and therefore will not be evaluated.

Relevancy Assessment. To be relevant, the effort must be of similar in nature of work, size, and complexity. The Government will conduct an in-depth evaluation of all recent performance information obtained to determine if it is the same or similar in nature of work, size, magnitude, complexity, contract type, and scope to the services/products being procured under this solicitation. There are four levels of relevancy as shown on the table below. With respect to relevancy, more relevant past performance is a stronger predictor of future success and will have more influence on the past performance confidence assessment than past performance of lesser

relevance. A relevancy determination of the Offeror's (including joint venture partner(s) and major and critical subcontractor(s)) past performance will be made. In determining relevancy for individual contracts, consideration will be given to the effort, or portion of the effort, being proposed by the offeror, teaming partner, or subcontractor whose contract is being reviewed and evaluated. The past performance information provided in the proposal and information obtained from other sources will be used to establish the degree of relevancy of past. Offeror's without a record of relevant past performance will not be evaluated favorably or unfavorably on past performance and will receive an Unknown Confidence (Neutral) confidence rating.

- a. The Past Performance factor will be assigned one of the ratings defined below.

Past Performance Relevancy Ratings

Adjectival Rating	Description
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

- b. The second aspect of the past performance evaluation is to determine how well Offerors have performed on referenced contracts. The past performance evaluation performed in support of a current source selection does not establish, create, or change the existing record and history of the offeror's past performance on past contracts; rather, the past performance evaluation process gathers information from customers on how well the offeror performed those past contracts. The Past Performance Evaluation Team will review this past performance information and determine the quality and usefulness as it applies to performance confidence assessment.
- c. Assigning Ratings. Performance Confidence Assessment. In conducting a performance confidence assessment, each offeror shall be assigned one of the ratings defined below.

Performance Confidence Assessments

Rating	Description
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.
Unknown Confidence (Neutral)	No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

- iii. **FACTOR 3 – Price.** Price will not be scored or rated. However, unreasonably proposed prices may be grounds for eliminating a proposal from the competition. The Government will determine whether prices are reasonable, complete, and balanced in accordance with FAR 15.404-1(b) and (g). Unbalanced pricing

exists when, despite an acceptable TEP, the price of one or more contract line items is significantly over or understated as indicated by the application of price analysis techniques.

- a. The line items for Airfield Services, Aircraft Servicing, Ground and Flight Operations, and Aviation Maintenance will be evaluated based on the offeror's proposed price for the phase-in, base period and corresponding option years. Travel will be evaluated as a common cost for all offeror's at an estimated annual amount. Fixed price for travel shall be reviewed by the COR and forwarded to the KO for approval one week prior to each travel event.
- b. As part of the price evaluation, the Government will evaluate the "Option to Extend Services" under FAR clause 52.217-8 by adding one-half of the Offeror's final option period prices to the Offeror's total price. Thus, the Offeror's total price, for the purpose of evaluation, will include the phase-in, base period, first option, second option, third option, fourth option, and one-half of the fourth option. Offerors are required only to price the phase-in, base, first option, second option, third option, and fourth option. Offerors shall not submit a price for the potential one-half year extension of services period.

(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.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (APR 2012) ALTERNATE I (APR 2011)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <https://www.acquisition.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, as used in this section, 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). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

“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.

Sensitive technology--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

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.

Subsidiary means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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 electronically on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.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 to paragraphs (c)(8) and (9): Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

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

(ii) It [ballot] is, [ballot] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: -----.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

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

(ii) It [ballot] is, [ballot] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: -----.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) 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.

(9) 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:

(10) 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

(11) (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 CCR Dynamic Small Business Search Database maintained by the Small Business Administration, 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: _____.)

(12) Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(10) 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.	COUNTRY OF ORIGIN

[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

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[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) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 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 Free Trade Agreement country end products (other than Bahrainian, Korean, 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, Korean, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(5) 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)(5)(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).

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
•	•
•	•
•	•

(2) Certification.

() (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 is 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.)

() (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. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) Representation. By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Sanctioned activities relating to Iran.

(1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, [52.212-3\(g\)](#)) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

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

X (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.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

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

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

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

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

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

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

___ (11) [Reserved]

X (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

___ (ii) Alternate I (NOV 2011).

___ (iii) Alternate II (NOV 2011).

___ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

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

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

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

___ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (Oct 2001) of 52.219-9.

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

___ (iv) Alternate III (Jul 2010) of 52.219-9.

___ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

X (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

___ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

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

___ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

(23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).

___ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).

___ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).

(26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (MAR 2012) (E.O. 3126).

(28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(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).

(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 (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

___ (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 (MAY 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note,

Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

_____ (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 (MAY 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

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

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

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

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

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

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

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

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

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

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

_____ (ii) Alternate I (Apr 2003) of 52.247-64.

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

(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 1998) (29 U.S.C. 793).

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

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

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

contract expiration; 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)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

252.204-7011 ALTERNATIVE LINE-ITEM STRUCTURE (SEP 2011)

(a) Line items are the basic structural elements in a solicitation or contract that provide for the organization of contract requirements to facilitate pricing, delivery, inspection, acceptance and payment. Line items are organized into contract line items, subline items, and exhibit line items. Separate line items should be established to account for separate pricing, identification (see section 211.274 of the Defense Federal Acquisition Regulation Supplement), deliveries, or funding. The Government recognizes that the line item structure in this solicitation may not conform to every offeror's practices. Failure to correct these issues can result in difficulties in accounting for deliveries and processing payments. Therefore, offerors are invited to propose an alternative line item structure for items on which bids, proposals, or quotes are requested in this solicitation to ensure that the resulting contract structure is economically and administratively advantageous to the Government and the Contractor.

(b) If an alternative line item structure is proposed, the structure must be consistent with subpart 204.71 of the Defense Federal Acquisition Regulation Supplement and PGI 204.71. A sample solicitation line-item structure and a corresponding offer of a proposed alternative line-item structure follow.

Solicitation:

Item No.	Supplies/Service	Quantity	Unit	Unit price	Amount
0001	Computer, Desktop with CPU, Monitor, Keyboard and Mouse.	20	EA	_____	_____

Alternative line-item structure offer where monitors are shipped separately:

Item No	Supplies/Service	Quantity	Unit	Unit Price	Amount
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0001	Computer, Desktop with CPU, Keyboard and Mouse.	20	EA	_____	_____
0002	Monitor	20	EA	_____	_____

(End of provision)

252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-00004) (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)

252.211-7003 ITEM IDENTIFICATION AND VALUATION (JUN 2011)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent” means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/web/Normen-ontwikkelen/ISOIEC-15459-Issuing-Agency-Codes.htm>.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) All delivered items for which the Government's unit acquisition cost is \$5,000 or more.

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract line, subline, or exhibit line	item No.	Item description

NA		

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number ----
.

(2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.

(3) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology--Transfer Syntax for High Capacity Automatic Data Capture Media.

(4) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html.

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which unique item identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s).

(End of clause)

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)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 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 (APR 2012)(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) (JUN 2012) (15 U.S.C. 637).

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

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

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

(7) 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8) 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUN 2012) (10 U.S.C. 2533b).

(9) 252.225-7012, Preference for Certain Domestic Commodities (JUN 2012) (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 (JUN 2012) (Section 846 of Pub. L. 111-383).

13)(i) 252.225-7021, Trade Agreements (JUN 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 (JUN 2012) (41 U.S.C. chapter 83 and 19 U.S.C. 3301 note).
- (ii) ___ Alternate I (JUN 2012) of 252.225-7036.
- (iii) ___ Alternate II (JUN 2012) of 252.225-7036.
- (iv) ___ Alternate III (JUN 2012) of 252.225-7036.
- (v) ___ Alternate IV (JUN 2012) of 252.225-7036.
- (vi) ___ Alternate V (JUN 2012) of 252.225-7036.
- (17) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (18) ___ 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- (19) X 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- (20) ___ 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).
- (21) ___ 252.227-7015, Technical Data—Commercial Items (DEC 2011) (10 U.S.C. 2320).
- (22) ___ 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227.7102-4(c))(10 U.S.C. 2321).
- (23) X 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (24) X 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84)
- (25) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- (26) X 252.243-7002, Requests for Equitable Adjustment (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) X 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) Alternate I (MAR 2000) of 252.247-7023.

(iii) Alternate II (MAR 2000) of 252.247-7023.

(iv) Alternate III (MAY 2002) of 252.247-7023.

(30) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR (2000) (10 U.S.C. 2631).

(31) 252.247-7027, Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).

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

(1) 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

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

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

(4) 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227.7102-4(c)).

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

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

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

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

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

(End of clause)

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

(a) Contract line item(s) 0001 through 4006 are incrementally funded. For these item(s), the sum of \$0.00 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

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

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

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

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

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

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

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

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

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

On execution of contract \$--

(month) (day), (year) \$----

(month) (day), (year) \$----

(month) (day), (year) \$----

(End of clause)

5152.233-4000

5152.233-4000 AMC-LEVEL PROTEST PROGRAM (Sep 2011) (LOCAL CLAUSE)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters (HQ), Army Materiel Command (AMC). The HQ AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the Government Accountability Office (GAO) or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. If you want to file a protest under the HQ AMC-Level Protest Program, the protest must request resolution under that program and be sent to the address below. All other agency-level protests should be sent to the contracting officer for resolution.

Headquarters U.S. Army Materiel Command
Office of Command Counsel
4400 Martin Road
Rm: A6SE040.001
Redstone Arsenal, AL 35898-5000
Fax: (256) 450-8840

Packages sent by FedEx or UPS should be addressed to:
Headquarters U.S. Army Materiel Command
Office of Command Counsel
4400 Martin Road
Rm: A6SE040.001
Redstone Arsenal, AL 35898-5000
Fax: (256) 450-8840

The AMC-Level Protest procedures are found at: <http://www.amc.army.mil/pa/COMMANDCOUNSEL.asp>.

If internet access is not available, contact the contracting officer or HQ, AMC to obtain the HQ AMC-Level Protest Procedures.

(End of Clause)

WAWF INSTRUCTIONS**Wide Area Workflow (WAWF) Information And Instructions (Jan 2011)**

The Vendor shall submit payment requests and receiving reports electronically for supplies/services rendered in Wide Area Workflow (WAWF) at the website: <https://wawf.eb.mil>. WAWF is a secure, web-based system which enables vendors and Government officials to electronically access and process the documentation needed to generate payment for goods and services. It is free of charge and allows vendor submittal and tracking of invoices and acceptance documents. The Vendor shall self-register at the web site.

Available Training – For questions on how to use WAWF, including how to submit your document, please go to: www.wawftraining.com. A WAWF practice site is available at: <https://wawftraining.eb.mil>. Follow the directions in the “Training Instructions” link in the left column to practice.

For questions or issues regarding technical issues, contact the Ogden, UT Help Desk at:

Email: disa.ogden.esd.mbx.cscassig@mail.mil

CONUS Only: 1-866-618-5988

Commercial Phone: 801-605-7095

Commercial Fax: 801-605-7453

WAWF Instructions

Questions or issues concerning payments should be directed to the Defense Finance and Accounting Service (DFAS) office listed below:

DFAS INDY VP GFEBs at 1-888-332-7366 or faxed to 877-701-5069.

Note: Vendor, please have your purchase order/contract/delivery order number(s) ready when calling about payments.

Vendor shall submit requests for payment per contract terms, and the Government shall process requests for payment per contract terms.

Vendor can easily access payment and receipt information using the DFAS web site at <http://www.dfas.mil/money/vendor>. The purchase order/contract number or invoice number will be required to inquire about the status of payment.

Vendor shall create the type of document(s) to request payment as indicated by the check(s) below.

TYPE OF DOCUMENT:

Invoice and Receiving Report (COMBO) (Supplies)

Invoice as 2-in-1 (Services only)

The codes listed below will be required to route your documents through WAWF.

CAGE CODE: **TBD**

ISSUE BY DODAAC: **W9124R**

ADMIN BY DODAAC: **W9124R**

INSPECT BY DODAAC: **W81R8T** JW905MW JW81Y7G

ACCEPT BY DODAAC: **W81R8T** JW905MW JW81Y7G

PAYMENT OFFICE DODAAC: **HQ0490** (DFAS INDY VP GFEBs)

When Vendor submits a document, WAWF will prompt asking for “additional email submission” after clicking “Signature”. Vendor shall enter the following email addresses to expedite the review and verification process:

INSPECTOR: TBD

ACCEPTOR: TBD

RECEIVING OFFICE POC: TBD

CONTRACT ADMINISTRATOR: TBD
 CONTRACTING OFFICER: TBD

WAGE DETERMINATION

WD 05-2028 (Rev.-15) was first posted on www.wdol.gov on 06/19/2012

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
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Diane C. Koplewski Director	Division of Wage Determinations	Wage Determination No.: 2005-2028 Revision No.: 15 Date Of Revision: 06/13/2012
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State: Arizona

Area: Arizona Counties of La Paz, Yuma

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.75
01012 - Accounting Clerk II		14.31
01013 - Accounting Clerk III		17.65
01020 - Administrative Assistant		16.97
01040 - Court Reporter		16.30
01051 - Data Entry Operator I		11.13
01052 - Data Entry Operator II		12.15
01060 - Dispatcher, Motor Vehicle		16.43
01070 - Document Preparation Clerk		10.80
01090 - Duplicating Machine Operator		10.80
01111 - General Clerk I		11.65
01112 - General Clerk II		12.71
01113 - General Clerk III		15.03
01120 - Housing Referral Assistant		15.36
01141 - Messenger Courier		8.80
01191 - Order Clerk I		12.17
01192 - Order Clerk II		15.17
01261 - Personnel Assistant (Employment) I		13.42
01262 - Personnel Assistant (Employment) II		15.01
01263 - Personnel Assistant (Employment) III		16.74
01270 - Production Control Clerk		18.61
01280 - Receptionist		11.97
01290 - Rental Clerk		12.09
01300 - Scheduler, Maintenance		12.12
01311 - Secretary I		12.12
01312 - Secretary II		13.56
01313 - Secretary III		15.36
01320 - Service Order Dispatcher		14.18
01410 - Supply Technician		16.97
01420 - Survey Worker		13.05
01531 - Travel Clerk I		11.73
01532 - Travel Clerk II		12.37
01533 - Travel Clerk III		12.98
01611 - Word Processor I		12.18
01612 - Word Processor II		14.07
01613 - Word Processor III		16.09
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		20.69
05010 - Automotive Electrician		19.99
05040 - Automotive Glass Installer		19.24
05070 - Automotive Worker		19.24
05110 - Mobile Equipment Servicer		17.70
05130 - Motor Equipment Metal Mechanic		20.69
05160 - Motor Equipment Metal Worker		19.24
05190 - Motor Vehicle Mechanic		20.32
05220 - Motor Vehicle Mechanic Helper		16.60

05250 - Motor Vehicle Upholstery Worker	18.53
05280 - Motor Vehicle Wrecker	19.24
05310 - Painter, Automotive	19.99
05340 - Radiator Repair Specialist	19.24
05370 - Tire Repairer	15.52
05400 - Transmission Repair Specialist	20.69
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.00
07041 - Cook I	12.16
07042 - Cook II	13.21
07070 - Dishwasher	8.28
07130 - Food Service Worker	10.02
07210 - Meat Cutter	15.12
07260 - Waiter/Waitress	8.96
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.99
09040 - Furniture Handler	13.64
09080 - Furniture Refinisher	18.99
09090 - Furniture Refinisher Helper	15.77
09110 - Furniture Repairer, Minor	17.61
09130 - Upholsterer	18.99
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.52
11060 - Elevator Operator	9.52
11090 - Gardener	12.04
11122 - Housekeeping Aide	10.16
11150 - Janitor	10.16
11210 - Laborer, Grounds Maintenance	9.77
11240 - Maid or Houseman	8.58
11260 - Pruner	8.92
11270 - Tractor Operator	11.46
11330 - Trail Maintenance Worker	9.77
11360 - Window Cleaner	10.52
12000 - Health Occupations	
12010 - Ambulance Driver	13.80
12011 - Breath Alcohol Technician	16.90
12012 - Certified Occupational Therapist Assistant	21.62
12015 - Certified Physical Therapist Assistant	21.62
12020 - Dental Assistant	15.58
12025 - Dental Hygienist	38.82
12030 - EKG Technician	26.78
12035 - Electroneurodiagnostic Technologist	26.78
12040 - Emergency Medical Technician	13.80
12071 - Licensed Practical Nurse I	15.79
12072 - Licensed Practical Nurse II	17.66
12073 - Licensed Practical Nurse III	19.70
12100 - Medical Assistant	14.35
12130 - Medical Laboratory Technician	15.79
12160 - Medical Record Clerk	12.08
12190 - Medical Record Technician	14.58
12195 - Medical Transcriptionist	15.79
12210 - Nuclear Medicine Technologist	38.82
12221 - Nursing Assistant I	10.63
12222 - Nursing Assistant II	11.95
12223 - Nursing Assistant III	13.04
12224 - Nursing Assistant IV	14.63
12235 - Optical Dispenser	16.90
12236 - Optical Technician	15.46
12250 - Pharmacy Technician	12.89
12280 - Phlebotomist	14.63
12305 - Radiologic Technologist	25.83
12311 - Registered Nurse I	20.27
12312 - Registered Nurse II	24.68
12313 - Registered Nurse II, Specialist	24.68
12314 - Registered Nurse III	29.86
12315 - Registered Nurse III, Anesthetist	29.86
12316 - Registered Nurse IV	35.79
12317 - Scheduler (Drug and Alcohol Testing)	21.89
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.75
13012 - Exhibits Specialist II	20.68
13013 - Exhibits Specialist III	24.54
13041 - Illustrator I	17.75
13042 - Illustrator II	20.68

13043 - Illustrator III	24.54
13047 - Librarian	20.34
13050 - Library Aide/Clerk	11.81
13054 - Library Information Technology Systems Administrator	18.67
13058 - Library Technician	14.06
13061 - Media Specialist I	13.25
13062 - Media Specialist II	14.83
13063 - Media Specialist III	16.53
13071 - Photographer I	14.69
13072 - Photographer II	18.91
13073 - Photographer III	22.03
13074 - Photographer IV	26.14
13075 - Photographer V	31.63
13110 - Video Teleconference Technician	13.25
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.50
14042 - Computer Operator II	17.36
14043 - Computer Operator III	20.82
14044 - Computer Operator IV	22.18
14045 - Computer Operator V	24.57
14071 - Computer Programmer I	(see 1) 20.98
14072 - Computer Programmer II	(see 1) 25.99
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1) 27.36
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.50
14160 - Personal Computer Support Technician	23.85
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.36
15020 - Aircrew Training Devices Instructor (Rated)	33.10
15030 - Air Crew Training Devices Instructor (Pilot)	38.70
15050 - Computer Based Training Specialist / Instructor	27.36
15060 - Educational Technologist	22.07
15070 - Flight Instructor (Pilot)	38.70
15080 - Graphic Artist	22.91
15090 - Technical Instructor	19.79
15095 - Technical Instructor/Course Developer	23.80
15110 - Test Proctor	15.98
15120 - Tutor	15.98
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.23
16030 - Counter Attendant	9.23
16040 - Dry Cleaner	10.56
16070 - Finisher, Flatwork, Machine	9.23
16090 - Presser, Hand	9.23
16110 - Presser, Machine, Drycleaning	9.23
16130 - Presser, Machine, Shirts	9.23
16160 - Presser, Machine, Wearing Apparel, Laundry	9.23
16190 - Sewing Machine Operator	11.00
16220 - Tailor	11.44
16250 - Washer, Machine	9.67
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.83
19040 - Tool And Die Maker	24.34
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.54
21030 - Material Coordinator	18.61
21040 - Material Expediter	18.61
21050 - Material Handling Laborer	10.33
21071 - Order Filler	10.72
21080 - Production Line Worker (Food Processing)	13.54
21110 - Shipping Packer	12.37
21130 - Shipping/Receiving Clerk	12.37
21140 - Store Worker I	12.48
21150 - Stock Clerk	16.40
21210 - Tools And Parts Attendant	13.54
21410 - Warehouse Specialist	13.54
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.45
23021 - Aircraft Mechanic I	23.56
23022 - Aircraft Mechanic II	24.45

23023 - Aircraft Mechanic III	25.32
23040 - Aircraft Mechanic Helper	18.91
23050 - Aircraft, Painter	22.77
23060 - Aircraft Servicer	21.11
23080 - Aircraft Worker	21.92
23110 - Appliance Mechanic	19.27
23120 - Bicycle Repairer	15.52
23125 - Cable Splicer	20.64
23130 - Carpenter, Maintenance	18.13
23140 - Carpet Layer	17.90
23160 - Electrician, Maintenance	19.95
23181 - Electronics Technician Maintenance I	16.49
23182 - Electronics Technician Maintenance II	19.82
23183 - Electronics Technician Maintenance III	23.73
23260 - Fabric Worker	18.49
23290 - Fire Alarm System Mechanic	20.07
23310 - Fire Extinguisher Repairer	16.06
23311 - Fuel Distribution System Mechanic	20.07
23312 - Fuel Distribution System Operator	16.06
23370 - General Maintenance Worker	17.45
23380 - Ground Support Equipment Mechanic	23.56
23381 - Ground Support Equipment Servicer	21.11
23382 - Ground Support Equipment Worker	21.92
23391 - Gunsmith I	15.73
23392 - Gunsmith II	17.90
23393 - Gunsmith III	20.07
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.76
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.70
23430 - Heavy Equipment Mechanic	21.65
23440 - Heavy Equipment Operator	20.31
23460 - Instrument Mechanic	20.07
23465 - Laboratory/Shelter Mechanic	18.99
23470 - Laborer	10.33
23510 - Locksmith	18.99
23530 - Machinery Maintenance Mechanic	24.66
23550 - Machinist, Maintenance	19.26
23580 - Maintenance Trades Helper	15.06
23591 - Metrology Technician I	20.07
23592 - Metrology Technician II	20.83
23593 - Metrology Technician III	21.57
23640 - Millwright	20.07
23710 - Office Appliance Repairer	18.99
23760 - Painter, Maintenance	18.35
23790 - Pipefitter, Maintenance	18.76
23810 - Plumber, Maintenance	18.13
23820 - Pneudraulic Systems Mechanic	20.07
23850 - Rigger	20.07
23870 - Scale Mechanic	17.90
23890 - Sheet-Metal Worker, Maintenance	18.76
23910 - Small Engine Mechanic	17.90
23931 - Telecommunications Mechanic I	20.07
23932 - Telecommunications Mechanic II	22.87
23950 - Telephone Lineman	20.07
23960 - Welder, Combination, Maintenance	18.76
23965 - Well Driller	20.07
23970 - Woodcraft Worker	20.07
23980 - Woodworker	16.06
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.53
24580 - Child Care Center Clerk	12.27
24610 - Chore Aide	11.28
24620 - Family Readiness And Support Services Coordinator	14.82
24630 - Homemaker	17.08
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	20.74
25040 - Sewage Plant Operator	20.34
25070 - Stationary Engineer	21.50
25190 - Ventilation Equipment Tender	15.69
25210 - Water Treatment Plant Operator	20.34
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.87

27007 - Baggage Inspector	9.99
27008 - Corrections Officer	19.04
27010 - Court Security Officer	19.14
27030 - Detection Dog Handler	16.99
27040 - Detention Officer	19.04
27070 - Firefighter	18.02
27101 - Guard I	9.99
27102 - Guard II	16.99
27131 - Police Officer I	22.61
27132 - Police Officer II	25.13
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.99
28042 - Carnival Equipment Repairer	14.91
28043 - Carnival Equipment Worker	10.02
28210 - Gate Attendant/Gate Tender	14.90
28310 - Lifeguard	13.28
28350 - Park Attendant (Aide)	16.67
28510 - Recreation Aide/Health Facility Attendant	12.17
28515 - Recreation Specialist	16.89
28630 - Sports Official	13.28
28690 - Swimming Pool Operator	16.16
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17.06
29020 - Hatch Tender	17.06
29030 - Line Handler	17.06
29041 - Stevedore I	16.24
29042 - Stevedore II	18.17
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.51
30022 - Archeological Technician II	18.73
30023 - Archeological Technician III	24.28
30030 - Cartographic Technician	24.91
30040 - Civil Engineering Technician	24.94
30061 - Drafter/CAD Operator I	17.97
30062 - Drafter/CAD Operator II	20.10
30063 - Drafter/CAD Operator III	22.42
30064 - Drafter/CAD Operator IV	27.53
30081 - Engineering Technician I	15.26
30082 - Engineering Technician II	17.97
30083 - Engineering Technician III	20.10
30084 - Engineering Technician IV	24.91
30085 - Engineering Technician V	30.47
30086 - Engineering Technician VI	36.86
30090 - Environmental Technician	24.91
30210 - Laboratory Technician	20.88
30240 - Mathematical Technician	24.91
30361 - Paralegal/Legal Assistant I	18.14
30362 - Paralegal/Legal Assistant II	22.56
30363 - Paralegal/Legal Assistant III	27.60
30364 - Paralegal/Legal Assistant IV	32.86
30390 - Photo-Optics Technician	24.91
30461 - Technical Writer I	23.42
30462 - Technical Writer II	28.63
30463 - Technical Writer III	34.64
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	19.22
Surface Programs	
30621 - Weather Observer, Senior (see 2)	21.34
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.12
31030 - Bus Driver	14.96
31043 - Driver Courier	13.23
31260 - Parking and Lot Attendant	10.30
31290 - Shuttle Bus Driver	14.21
31310 - Taxi Driver	11.36
31361 - Truckdriver, Light	14.21
31362 - Truckdriver, Medium	15.17

31363 - Truckdriver, Heavy	15.95
31364 - Truckdriver, Tractor-Trailer	15.95
99000 - Miscellaneous Occupations	
99030 - Cashier	9.53
99050 - Desk Clerk	10.06
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	14.15
99252 - Laboratory Animal Caretaker II	15.19
99310 - Mortician	22.74
99410 - Pest Controller	13.60
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	16.32
99711 - Recycling Specialist	17.93
99730 - Refuse Collector	14.90
99810 - Sales Clerk	12.75
99820 - School Crossing Guard	13.78
99830 - Survey Party Chief	29.02
99831 - Surveying Aide	18.06
99832 - Surveying Technician	24.77
99840 - Vending Machine Attendant	15.76
99841 - Vending Machine Repairer	18.25
99842 - Vending Machine Repairer Helper	15.21

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.71 average computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including

consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form

1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

SOLICITATION ATTACHMENTS

1. Performance Work Statement (PWS) to include:
 - a. Performance Requirements Summary (PRS)
 - b. DD Form 254 Department of Defense Contract Security Classification Specification
 - c. Government Furnished Equipment (GFE)
2. Past Performance Questionnaire
3. Specific Relevant Contracts Sheet

4. Subcontractor/Teaming Partner Consent Form