

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER F1N3BD5174AW01		PAGE 1 OF 40				
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER FA3022-15-T-0021		6. SOLICITATION ISSUE DATE 03-Sep-2015		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME NABILA VALDI				b. TELEPHONE NUMBER (No Collect Calls) 434-7767		8. OFFER DUE DATE/LOCAL TIME 02:00 PM 14 Sep 2015		
9. ISSUED BY 14 CONS/LGCA-FA3022 495 HARPE BLVD, STE 293 INFRASTRUCTURE TEAM COLUMBUS AFB MS 39710-1006 TEL: 662-434-7773 FAX:			CODE FA3022		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: \$7.5M NAICS: 562991			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		12. DISCOUNT TERMS
15. DELIVER TO 14CES/CEOE-F1N3BD RICKY WITHERSPOON 565 SIMLER BLVD., SUITE 111 COLUMBUS AFB MS 39710 TEL: 662-434-7346 FAX:			CODE F1N3BD		16. ADMINISTERED BY CODE					
17a. CONTRACTOR/OFFEROR TEL. FACILITY CODE			CODE		18a. PAYMENT WILL BE MADE BY 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>1</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. <input checked="" type="checkbox"/>					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	Toilets, porta-john, rental, eight (8) FFP Toilets, porta-john, rental, eight (8) at CAFB, in accordance with (IAW) the attached Statement of Work (SOW). FOB: Destination PURCHASE REQUEST NUMBER: F1N3BD5174AW01 SIGNAL CODE: A	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Holding tanks, 1000 gallon each FFP Holding tanks, 1000 gallon each at CAFB, IAW the SOW. FOB: Destination PURCHASE REQUEST NUMBER: F1N3BD5174AW01 SIGNAL CODE: A	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Holding tanks, two (2) 150 gallon each FFP Holding tanks, two (2) 150 gallon each at Auxiliary Field OLF Alpha, Shuqualak, MS. FOB: Destination PURCHASE REQUEST NUMBER: F1N3BD5174AW01 SIGNAL CODE: A	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Toilets, porta-john, rental, eight (8) FFP Toilets, porta-john, rental, eight (8) at CAFB, IAW the SOW. FOB: Destination SIGNAL CODE: A	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002		12	Months		
OPTION	Holding tanks, 1000 gallon each FFP Holding tanks, 1000 gallon each at CAFB, IAW the SOW. FOB: Destination SIGNAL CODE: A				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003		12	Months		
OPTION	Holding tanks, two (2) 150 gallon each FFP Holding tanks, two (2) 150 gallon each at Auxiliary Field OLF Alpha, Shuqualak, MS. FOB: Destination SIGNAL CODE: A				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		12	Months		
OPTION	Toilets, porta-john, rental, eight (8) FFP Toilets, porta-john, rental, eight (8) at CAFB, IAW the SOW. FOB: Destination SIGNAL CODE: A				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002		12	Months		
OPTION	Holding tanks, 1000 gallon each FFP Holding tanks, 1000 gallon each at CAFB, IAW the SOW. FOB: Destination SIGNAL CODE: A				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003		12	Months		
OPTION	Holding tanks, two (2) 150 gallon each FFP Holding tanks, two (2) 150 gallon each at Auxiliary Field OLF Alpha, Shuqualak, MS. FOB: Destination SIGNAL CODE: A				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001	Toilets, porta-john, rental, eight (8)	12	Months		
OPTION	FFP Toilets, porta-john, rental, eight (8) at CAFB, IAW the SOW. FOB: Destination SIGNAL CODE: A				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002	Holding tanks, 1000 gallon each	12	Months		
OPTION	FFP Holding tanks, 1000 gallon each at CAFB, IAW the SOW. FOB: Destination SIGNAL CODE: A				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003	Holding tanks, two (2) 150 gallon each	12	Months		
OPTION	FFP Holding tanks, two (2) 150 gallon each at Auxiliary Field OLF Alpha, Shuqualak, MS. FOB: Destination SIGNAL CODE: A				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001	Toilets, porta-john, rental, eight (8)	12	Months		
OPTION	FFP Toilets, porta-john, rental, eight (8) at CAFB IAW the SOW. FOB: Destination SIGNAL CODE: A				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002	Holding tanks, 1000 gallon each	12	Months		
OPTION	FFP Holding tanks, 1000 gallon each at CAFB, IAW the SOW. FOB: Destination SIGNAL CODE: A				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003		12	Months		
OPTION	Holding tanks, two (2) 150 gallon each FFP Holding tanks, two (2) 150 gallon each at Auxiliary Field OLF Alpha, Shuqualak, MS. FOB: Destination SIGNAL CODE: A				

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
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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0001	POP 01-OCT-2015 TO 30-SEP-2016	N/A	14CES/CEOEE-F1N3BD RICKY WITHERSPOON 555 SIMLER BLVD., SUITE 111 COLUMBUS AFB MS 39710 662-434-7346 FOB: Destination	F1N3BD
0002	POP 01-OCT-2015 TO 30-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F1N3BD
0003	POP 01-OCT-2015 TO 30-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F1N3BD
1001	POP 01-OCT-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F1N3BD
1002	POP 01-OCT-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F1N3BD
1003	POP 01-OCT-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F1N3BD
2001	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F1N3BD
2002	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F1N3BD
2003	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F1N3BD
3001	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F1N3BD
3002	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F1N3BD
3003	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F1N3BD
4001	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F1N3BD
4002	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F1N3BD
4003	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F1N3BD

CLAUSES INCORPORATED BY REFERENCE

52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.204-16	Commercial and Government Entity Code Reporting	JUL 2015
52.204-17	Ownership or Control of Offeror	NOV 2014
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2015
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	DEC 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	DEC 2014
52.212-1	Instructions to Offerors--Commercial Items	APR 2014
52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2015
52.217-5	Evaluation Of Options	JUL 1990
52.217-8	Option To Extend Services	NOV 1999
52.222-3	Convict Labor	JUN 2003
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-99	Establishing a Minimum Wage for Contractors (Deviation)	JUN 2014
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	DEC 2012
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-18	Availability Of Funds	APR 1984
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Nov 2014)	NOV 2014
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006

252.247-7023 Transportation of Supplies by Sea

APR 2014

CLAUSES INCORPORATED BY FULL TEXT

52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Award shall be made to the offeror who provides the Lowest Price Technically Acceptable quote. An offer is considered technically acceptable if it conforms to all instructions as outlined in this solicitation and takes no exceptions to the requirement Statement of Work (SOW).

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2015)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.

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

“Economically disadvantaged women-owned small business (EDWOSB) Concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"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.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except--

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 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.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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 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.

"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 small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)", means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(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 SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM 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 (p) 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 electronically 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 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 [___] is, [___] 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 [___] is, [___] 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 [___] is, [___] 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) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

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

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ____ .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(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 \$150,000.) 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 Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American --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--Supplies."

(2) Foreign End Products:

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

(List as necessary)

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

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

(i) 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, Panamanian, 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--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, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act":

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

Line Item No.	Country of Origin
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[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-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
---------------	-------------------

	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 -Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American-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-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

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

[List as necessary]

(4) *Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III*. If Alternate III 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 Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American --Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, 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
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---	---

[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 statute. 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 --

(1) The offeror and/or any of its principals (___) are, (___) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency,

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

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

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

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

(ii) Examples.

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

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

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

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

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are

included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503 \(b\)](#).]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
—	—
—	—
—	—

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

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

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

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

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

(2) () Outside the United States.

(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 Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

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

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) 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.

[] (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 Labor Standards 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 the SAM 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) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(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) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror--

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) 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; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sbn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do 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.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it [___] has or [___] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity:

[___] Yes or [___] No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:

(Do not use a "doing business as" name)

(End of Provision)

FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (DEVIATION 2013-O0019)

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEVIATION 2013-O0019) (SEP 2013)

(a) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (a) 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.

(b) (1) Notwithstanding the requirements of any other clauses of this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b) (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) ([41 U.S.C. 3509](#)).
- (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) [52.222-17](#), Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).
- (iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- (v) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).
- (vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- (vii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. Chapter 67](#)).
- (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. Chapter 67](#)).
- (xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. Chapter 67](#)).
- (xii) [52.222-54](#), Employment Eligibility Verification (E.O. 12989) (JUL 2012).

(xiii) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) 42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

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

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

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30; 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 5 years.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

See [WD 2005-2011 Revision No. 19](#)

(End of clause)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Eric P. Lannon
495 Harpe Blvd., Suite 256C
Columbus AFB, MS 39710
eric.lannon@us.af.mil
(662) 434-7775

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.243-1 CHANGES--FIXED-PRICE (AUG 1987)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (i.e., hours of the day, days of the week, etc.).
- (3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by

paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

(End of provision)

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/>

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any [Defense Federal Acquisition Regulation Supplement](#) (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any [Defense Federal Acquisition Regulation Supplement](#) (48 CFR [Chapter 2](#)) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

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

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

Combo

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

At Destination/By Government

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	F87700
Issue By DoDAAC	FA3022
Admin DoDAAC	FA3022
Inspect By DoDAAC	F1N3BD
Ship To Code	F1N3BD
Service Approver (DoDAAC)	F1N3BD
Service Acceptor (DoDAAC)	F1N3BD

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Nabila.ivaldi@us.af.mil

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Not applicable

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

5352.201-9101 Ombudsman (APR 2014)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the interested party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions).

(c) If resolution cannot be made by the contracting officer, concerned parties may contact the Center/MAJCOM Ombudsmen [The AETC Ombudsman is Mr. David E. Jones, Deputy Director of Contracting, AFICA/KT, 2035 First Street West, JBSA Randolph AFB TX 78150-4304, telephone 210-652-1722, facsimile 210-652-8344 or david.jones.3@us.af.mil]. The alternate Ombudsman for AETC Contracting Squadrons is Mr. Stephen G. Smith, Chief, Clearance & Program Support Division, AFICA/KTC, 2035 First Street West, JBSA Randolph TX 78150-4304, telephone 210-652-7075]. Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/DRU/HQ AFICA/SMC ombudsman level, may be brought by the interested party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (571) 256-2395, facsimile number (571) 256-2431.

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer.

(End of clause)

5352.223-9001 Health and Safety on Government Installations

As prescribed in [5323.9001](#), insert the following clause in solicitations and contracts:

HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (NOV 2012)

(a) In performing work under this contract on a Government installation, the contractor shall:

(1) Take all reasonable steps and precautions to prevent accidents and preserve the health and safety of contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and

(2) Take such additional immediate precautions as the contracting officer may reasonably require for health and safety purposes.

(b) The contracting officer may, by written order, direct Air Force Occupational Safety and Health (AFOSH) Standards and/or health/safety standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the Changes clause of this contract.

(c) Any violation of these health and safety rules and requirements, unless promptly corrected as directed by the contracting officer, shall be grounds for termination of this contract in accordance with the Default clause of this contract.

(End of clause)

5352.242-9000 Contractor Access to Air Force Installations

CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (NOV 2012)

1. Contractor Access to Columbus Air Force Base Installations a. Background Checks: All contractor and subcontractor personnel requiring entry on Columbus AFB (CAFB) must submit to a local background check to include criminal history checks conducted by the 14th Security Forces Squadron (14 SFS). Cooperation with the investigation is mandatory for entry to CAFB. Contractor personnel convicted of certain crimes will not be allowed to work on CAFB. Such crimes include, but are not limited to the following: espionage, sabotage, treason or terrorism; felony convictions; violent crimes against persons; sex crimes; drug crimes related to distribution or intent to distribute firearms/explosives violations. Other grounds for exclusion from working on CAFB include, but are not limited to: inability to provide proof of U.S. citizenship or legal U.S. residency, outstanding warrants, individuals identified on Federal terrorist watch lists, and incarceration for any offense. Deviations from this guideline are permitted on a case by case basis as determined by 14 MSG/CC and/or the 14 Flying Training Wing (FTW)/CC. Background checks will be considered valid for a period of twelve (12) months for contractors working on CAFB without a break in service. In the event of a break in service greater than six (6) months, the contractor will have to resubmit a request for a background check.

b. Non-routine access requirements: Non-routine delivery drivers are drivers requiring access to the installation less than three (3) times in a twelve (12) month period. This will be tracked by a database maintained by the Visitors Center. A delivery driver making more than three (3) deliveries in a twelve (12) month period, will be required to comply with the requirements listed below for those who make frequent visits to CAFB. At the time of delivery, the Visitors Center will contact the requesting activity's delivery recipient, and the Government recipient will report to the Visitors Center to validate the delivery. Once the delivery driver has been validated by the Government recipient, the delivery driver will present two forms of ID (at least one US Government-issued ID and one photo ID) to the Visitors Center. The 14 SFS Control Center will run the criminal history background. The Visitors Center will then issue either an AF Form 75 or DBIDS pass, Visitor/Vehicle Pass, which will be valid for only 30 days to make their delivery and depart the installation. Drivers of time-sensitive deliveries, such as concrete and asphalt, will identify themselves to the Visitors Center personnel upon arrival to allow them priority. Time sensitive deliveries will be expedited to the maximum extent practicable, but access will not be allowed until the entire process has been completed successfully. After normal duty hours, passes will be issued at the Main Gate and will only be valid until the next duty day.

c. Routine access requirements: The contractor shall obtain base identification and vehicle passes, if required, for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation. Contractor personnel need to have a valid base pass on them at all times while on the installation. The contractor shall coordinate with the appropriate government organization's Contracting Officer Representative (COR) or contract inspector for information on the below as needed.

(1) Retired DoD personnel and dependents who are employed by a contractor may not use their sponsorship privilege for the contractor or subcontractor's benefit; contractor employees must go through the regular process to obtain a pass to work on base.

(2) Contractor personnel need to have a valid base credentials on them at all times while on the installation. Before initiation of the contract, the Air Force sponsoring activity or COR of the contract submits a primary Contractor Employee Identification Credential Request form to the Visitor's Control Center to determine the credentials to be issued to each contractor (this form may be obtained from the Visitor's Control Center). This form must be completed (to include the names and social security numbers for all primary and sub-contractors requiring base access) and signed before processing can occur. Unless otherwise approved by the government, forms must be submitted to the 14 SFS/VCC and 14 FTW/IP at least five duty days prior to the contract performance to allow processing time for required background checks; Contracts must coordinate with the COR in a timely manner to allow adequate time for this process to occur. After initial base credentials have been issued, the prime contractor shall be responsible for sponsoring their employees and subcontractor employees on the base and ensuring they have the appropriate credential. Only prime contractor employees, designated in writing, shall have the authority to sponsor subcontractor employees on base. Valid base credentials consist of:

1. DoD Common Access Card (CaC): All contract employees requiring CaCs will be issued a 30 day DBIDS visitor pass to allow time for completion of CaC prerequisites. A completed SF 85/ National Agency Check with Inquiries background investigation required before CaC issuance (see 2. Personnel and Information Security Requirements below for additional information).

2. Defense Biometric Identification System (DBIDS) card/pass: To receive a DBIDS credential, the contractor must provide two forms of ID (with at least one containing a photo) to the Visitor's Control Center. DBIDS credential will be issued at the same location. A DBIDS pass is issued in 30 day increments. The DBIDS card is for contractor employees who will require frequent access to the base for one year or more not meeting CaC requirements. The contractor must receive a DBIDS request form memo from their COR and present this memo to the Visitor Control Center personnel. Additionally, the prime contractor may complete a DBIDS request form requesting authorization for key primary contract personnel to have base escort privileges. The government reserves the right to disapprove escort privileges.

d. Verification of Contractor and Vehicle:

1. Contractor employees will be confirmed by verifying the person's credentials (driver's license, insurance, registration, etc.) against the Contactor Employee Identification Credential Request form or DBIDS request form. Supplier vehicles delivering materials to the base will be granted entry upon presentation of a valid bill of lading and after clearing through the vehicle search area.
2. The employee must show a notarized letter from the contractor that he/she is a driver of the vehicle and is covered by insurance, accompanied by a copy of the registration.
3. When the driver changes vehicles, he/she will stop at Pass & ID to obtain a pass for that particular vehicle.
4. If a day worker or other contractor/subcontractor employee reports to the Visitors Center for a short notice pass, the prime contractor will be contacted, and if necessary report to the Visitors Center, to validate that the employee is authorized and obtain the required access.

e. Additional Contractor Responsibilities: Contractor and subcontractor employees shall report all lost, stolen or missing base credentials to 14 SFS at 434-7128 immediately upon discovery. Upon completion or termination of the contract or expiration of the base credential, the prime contractor shall ensure that all base credentials issued to employees and subcontractor employees are returned to the issuing office (Visitor Control Center for DBIDS and Military Personnel Facility (MPF) for CaCs). Failure to comply with these requirements may result in withholding of final payment from the prime contractor and/or prevent the contractor or subcontractor from further qualifying for base access.

(1) Contractor and subcontractor personnel gaining access to the installation will conduct all work during the days and hours of Monday thru Friday, 7:30 AM to 430 PM Central Time, unless otherwise specified in the contract or as approved by the Contracting Officer (CO). Contractor/subcontractor personnel will not be allowed to access other base facilities unless specified in the contract.

f. Entry to Restricted or Controlled Areas: When work under this contract requires unescorted entry to controlled, restricted or other areas designated sensitive by the installation commander, the contractor shall comply with AFI 31-101, Integrated Defense, DoD 5200.2-R and AFI 31-501, Personnel Security Program Management, requirements. Contractor or sub-contractors who require escorted or unescorted entry to controlled areas, must be added to the Entry Authority List (EAL) for that respective controlled area. Note* only contractors possessing a CaC card are authorized unescorted access to controlled areas. EAL's will be signed by the owner/using commander and authenticated by Security Forces. These documents will be routed through the Security Forces S-5 office. Contractors shall produce and maintain Entry Authority Lists (EAL's) IAW AFI 31-101 chapter 7.

(1) Restricted Area Training: The Government controlled area monitors provide initial and follow-on training to contractor personnel who work in Air Force controlled/restricted areas. Air Force restricted and controlled areas are explained in AFI 31-101. The contractor security representative will coordinate with their COR in order for the respective Government controlled area monitor to provide the training.

(2) Implementation of local Procedures: Contractors shall implement local base procedures for entry to Air Force controlled/restricted areas where contractor personnel will work. Local base procedures will be provided at the pre-performance briefing when required. Updates will be provided to the contractor as changes are made in the procedures.

(3) Operating Procedures: When specified in the PWS, the contractor security representative shall develop written procedures for internal circulation control, protection of resources, and to regulate entry into Air Force controlled areas during normal, simulated and actual emergency operations. The procedures shall be written in accordance with AFI 31-101, The Physical Security Program, 14 FTW Antiterrorism Plan 10-245 and AFI 10-245, The Air Force Antiterrorism/Force Protection (AT/FP) Program Standards, and coordinated through the Security Forces S-5 office.

2. Personnel and Information Security Requirements

The contractor shall coordinate with their COR for the below requirements as necessary.

a. Common Access Card (CaC) Issuance: AFFARS 5352.242-9001, Common Access Cards (CACs) for Contractor Personnel is included in the terms and conditions of this contract (Section I or clause section). Any long term contract (defined in CAFB IDP 31-101, CAFB Base Integrated Defense Plan, Enclosure 1 to Tab A to Appendix 3 to Annex C, ID Vetting and Authorization Determinations, Para. g.(1)), meeting contractor CaC eligibility requirements IAW AFI 31-113, Installation Perimeter Access Control and any supplements must obtain a CaC card. Advance Fingerprints and a NACI investigation must be accomplished prior to being issued the CaC card. Note* Contractors must complete all CaC card requirements within 20 days of the contractor's start date. In accordance with AFI 31-501, Personnel Security Management, CaC card issuance and access to Automated Information Systems (AIS) will be prohibited until the biometric fingerprint data is returned favorable (usually takes a couple of weeks) and the initial SF 85/NACI is transmitted by the Information Protection office to the Office of Personnel Management. If the biometric fingerprint data results return unfavorable, the individual must wait until the Air Force Central Adjudication Facility makes a determination on their NACI investigation before being issued a CaC card. The requesting activity's Government Trusted Agent will verify this information through the Information Protection office at 434-2603 before authorizing/approving CaC issuance and Government computer access via the Contractor Verification System (CVS). Once the contractor's information is approved in the CVS, they will go to the Military Personnel Section in building 730 to obtain their CAC.

(1) Advance fingerprint biometric data is conducted at the 14 FTW Information Protection office, Bldg 926, Rm 125, when the contractor/sub-contractor has completed their NACI security questionnaire.

(2) NACI background investigations are initiated in the Electronic Questionnaires for Investigations Processing (e-QIP) by the sponsoring agency security manager. Contractors must report to the unit security manager on their first work day to initiate the questionnaire. This questionnaire will be e-mailed to the contractor and may be accomplished from any computer with internet access. The security manager and the 14 FTW/IP office review the questionnaire once completed by the contractor. The contractor will be contacted to report to the 14 FTW/IP office, provide a completed OF 306 (Declaration of Federal Employment), and sign off on all release forms. Then the completed background investigation will be submitted to and investigated by the Office of Personnel Management.

b. Security Representative Appointment: Any contract longer than 6 months in duration and/or if personnel require access to Automated Information Systems and/or if personnel require access to work in or in close proximity to Air Force sensitive information/areas, the contractor shall designate a security representative for on-base contract performance. At the contractor's discretion, the security representative may be a full-time position or an additional duty position. The security representative, working in concert with the security manager shall provide employees with initial and recurring training required by AFI 31-401, AETC Supplement 1, Information Security Program Management, Chapter 8.

c. Reporting Potential Threats: The contractor shall fully comply with AFI 71-101, Volume-1, Criminal Investigations, and Volume-2, Protective Service Matters. Contractor personnel shall immediately report any information or circumstances which they are aware may be a threat to the security of DoD personnel, contractor personnel, resources, and classified or unclassified defense information. Contractor employees shall be briefed by their company's immediate supervisor upon initial on-base assignment and as required thereafter.

d. Reporting Suspicious Activity: Contractor/subcontractor employees working on classified, sensitive and/or high risk projects shall report any suspicious activity or suspicious contacts by personnel to the COR, the Office of Special Investigations (662-434-2852), 14th FTW Information Protection Office (14 FTW/IP) at (662) 434-2603 or the Government requesting activity's unit security manager. The Government requesting activity's unit security manager is also referred to herein as the security manager and will be identified in the Performance Work Statement (PWS) / Statement of Work (SOW).

e. Handling of Unattended Classified Information: Any person finding unattended classified information will immediately secure it (do not open/read/examine) and contact 14 FTW Information Protection office and the COR.

During non-duty hours, notify 14th Security Forces Squadron (14 SFS) Emergency Communications Center (ECC) at (662) 434-7128 and the COR.

Paragraphs (g) through (i) below are only required when working on CLASSIFIED contracts as identified in the Performance Work Statement or Statement of Work

f. Security Representative Appointment: The contractor shall appoint, in writing, a security representative for on-base contract performance. At the contractor's discretion, the security representative may be a full-time position or an additional duty position. The security representative, working in concert with the security manager of the requesting activity shall provide employees with initial and recurring training required by DoDM 5200.01-V3, Information Security Program Regulation, Enclosure 5, and AFI 31-401, Information Security Program Management.

g. Clearance Level: If access to classified, unescorted access to restricted areas, root access to Government networks, or a security clearance is required under the contract, contractor employees are required to have a security clearance equivalent to the highest level of classified information accessed.

h. Clearance Requirements. The contractor must possess or obtain at least a SECRET facility security clearance prior to performing work on a classified Government contract. The contractor shall ensure that required personnel performing services under this contract possess a minimum of a SECRET security clearance. Unless otherwise stated by the sponsoring military organization, ALL required personnel must possess a SECRET security clearance before contract start date. Replacement personnel will initiate security clearance paperwork within 15 days of hire to their contracting Facility Security Officer (FSO). The contractor's FSO is responsible for requesting and monitoring security clearances for personnel requiring access and/or eligibility to classified information. Individual Security clearances are accomplished by the Facility Security Officer (FSO) through the Defense Security Service (DSS). These security clearances will be submitted and maintained by the contractor at no additional cost to the Government.

i. AFFARS 5352.204-9000, Notification of Government Security Activity and Visitor Group Security Agreements, applies to all classified contracts. In addition to this AFFARS clause, the following specific requirements shall be complied with. The contractor is required to enter into a Visitor Group Support Agreement (VGSA), submit a DD Form 254, provide a list of key personnel and a visitor access letter (VAL) through JPAS visit request SMO CO0JF55J5 (Manual copies annotated in 3.i.(3) below are acceptable if JPAS cannot be accessed). The VAL will be updated as needed in JPAS. The DD Form 254 will be updated every five years or as needed.

(1) DD Form 254. The contractor shall coordinate with their COR and notify the base servicing Information Protection Office NLT 30 days before on-base performance of the service. The notification shall be accomplished utilizing a Visitor Access List and a DD Form 254. A draft DD Form 254 is to be provided to the COR and 14 FTW Information Protection office at 14ftw.cip@columbus.af.mil for review before final signatures are accomplished. If the contract award is given in less than 30 days out, the contractor shall notify the 14 FTW/IP immediately.

(2) Visitor Group Security Agreement (VGSA). This agreement shall outline how the contractor integrates security requirements for contract operations with the Air Force to ensure effective and economical operation on the installation.

(3) Visitor Access Letter. If provided electronically, provide as annotated in 3.a. above. If provided manually, the VAL shall be on contractor letterhead with contract number, location of performance, and highest level of classification contractor employees require access to. Additionally, the VAL will include employee's name, social security number, and current level of security clearance. The VAL shall be validated, signed by the company's Facility Security Officer (FSO) and provided to the CO, QAE, Security Manager of the requesting activity, and 14 FTW Information Protection Office NLT 30 days prior to the contract start date. If the contract award is given in less than 30 days out, the contractor shall complete and submit the VAL immediately. This document must be updated at least annually or when an employee's status or information changes. The contractor shall ensure sensitive

information (i.e., Privacy Act information) is properly marked and protected from unauthorized access, disclosure, or manipulation.

3. Physical Security

a. Key Control

(1) Establish Procedures: The contractor shall establish and implement key control procedures in their Quality Control Plan to ensure keys issued to the contractor by the Government are properly safeguarded and not used by unauthorized personnel. The contractor shall not duplicate keys issued by the government.

(2) Lost Keys: Lost keys shall be reported immediately to the CO. The Government replaces lost keys or performs re-keying. The contractor shall be responsible for the total cost of lost keys, re-keying or lock replacement; the cost may be deducted from the contractor's invoice.

(3) Government Authorization: The contractor shall ensure its employees do not allow Government issued keys to be used by personnel other than current authorized contractor employees. Contractor employees shall not use keys to open work areas for personnel other than contract employees engaged in performance of duties unless authorized by the Government functional area chief.

(4) Lock Combinations. The contractor shall establish procedures to ensure lock combinations are not revealed to unauthorized persons and ensure the procedures are implemented. The contractor is not authorized to record lock combinations without written approval by the Government functional area chief. Records with written combinations to authorized secure storage containers or Secure Storage Rooms (SSR), shall be marked and safeguarded at the highest classification level as the classified material maintained inside the approved containers. The contractor shall comply with DoDM 5200.01 security requirements for changing combinations to storage containers used to maintain classified materials.

b. Alarm System Operations: Any construction contract that physically alters a building where alarm systems are present, will have the alarms tested and deemed fully operational by the security forces physical security representative before final acceptance. The contractor will work with their COR to coordinate this action. The security representative can be located in the S-5 office at 434-2595. Contractor actions that resulted in damage to a building's alarm system will be repaired or replaced by the contractor at no cost to the Government.

c. Building Alterations: Alterations to buildings that contain vaults, secure rooms, or open storage areas will ensure modifications are in compliance with DoDM 5200.01-V3, Information Security Program, Appendix to enclosure three. Civil Engineering and Information Protection must be notified to inspect these facilities and ensure compliance before final acceptance. Alterations to buildings that contained controlled areas will ensure modifications are in compliance with AFI 31-101, Integrated Defense. Civil Engineering and Security Forces S-5 section must be notified to inspect these facilities and ensure compliance before final inspection. The contractor will work with their COR to coordinate this action. The contractor will be held liable for failure to comply. Additional work required will be accomplished by the contractor at no cost to the Government.

4. CAFB Traffic Regulations / Vehicle Inspections

a. All personnel working on contractor projects including: contractor employees, subcontractors, suppliers, and surveyors shall fully comply with CAFB traffic regulations (AFMAN 31-116), CAFB Supplement to AFMAN 31-116 and any updates to base traffic regulations. All employees that drive onto the installation must have a valid driver's license, current vehicle registration and current proof of insurance. Instructions given by Security Forces personnel at base entry gates shall be complied with immediately. Security Forces use speed detection devices and citations will be issued to violators. Personnel who park on grass or seeded areas will be cited.

b. Contractor or subcontractor personnel shall adhere to vehicle inspections when entering and exiting the base and traffic laws as outlined in the Mississippi Code, DoD regulations, Air Force Instructions, and applicable AETC

Supplements to include AFI 10-245, AFI 31-101, AFMAN 31-116, CAFB Sup to AFMAN 31-116 and CAFB Sup to 31-101 (IDP).

5. Freedom of Information Act Program /Operational Security

Freedom of Information Act Program (FOIA): The contractor shall comply with DoD Regulation 5400.7/Air Force Supplement, DoD Freedom of Information Act Program, requirements. The regulation sets policy and procedures for the disclosure of records to the public and for marking, handling, transmitting, and safeguarding For Official Use Only (FOUO) material.

Operational Security (OPSEC): The contractor shall comply with Air Force Instruction 10-701, Operations Security (OPSEC). This instruction along with DoD 5205.02, DoD Operations Security Program, sets policy and procedures for all Air Force Personnel (Military and civilian) and supporting contractors in implementing, maintaining and executing OPSEC programs. It describes the OPSEC process and discusses integration of OPSEC into Air Force plans, operations and support activities. Although the entire instruction discusses contractors in various spots, chapter 8 specifically calls out OPSEC requirements within contracts.

6. Records Management and Administrative Support

The contractor shall ensure all records, files, documents and working papers provided by the Government and/or generated for the Government in the performance of this contract remain Government property and are maintained in accordance with established Federal Records Act, Public Law 81-754, and DoD. Government owned records will be segregated from the company-owned records. Actions to destroy Government records can only be based on authorized records disposition schedule (RDS) located at <https://www.my.af.mil/afrims/afrims/afrims/rims.cfm>. If there is no disposition, records will be maintained until disposition is established. All reports, records, files, documents, maintenance policies/operating instructions and working papers shall be made available as they are requested by the Government QA Personnel or CO.

7. Additional Security Requirements

In accordance with DoDM 5200.01 and AFI 31-401, the contractor shall comply with AFMAN 33-282 - Computer Security (COMPUSEC), AFMAN 33-152-User Responsibilities and Guidance for Information Systems, AFI 33-200-Information Assurance (IA) Management, AFSSI 7700 - Emission Security (EMSEC), 7702 -Emission Security Countermeasures Reviews; applicable AFKAGs, AFIs, and AFSSIs for Communications Security (COMSEC); and AFI 10-701, Operations Security (OPSEC) Instructions.

8. Antiterrorism/Force Protection

a. In accordance with AFI 10-245, Air Force Antiterrorism (AT) Standards, and applicable supplements the following requirements apply to this contract:

- (1) Contractor personnel may be required to participate in installation Anti-Terrorism/Force Protection exercises.
- (2) Contractor personnel will comply with the implementation of higher Force Protection Conditions and will ensure that subcontractors are in compliance as well.
- (3) Antiterrorism (AT) Level I training is available to all contractor personnel. The Government will provide/make available AT Level I training/information at the contractor's request. This information can be provided through the 14 FTW contractors AT Level I awareness pamphlets/binders, through computer based training programs, or through the unit/installation Antiterrorism Officer. To request training, contact the 14th FTW Antiterrorism Officer, 14 FTW/CCW at (662) 434-1260.

b. Force Protection Condition (FPCON) levels:

(1) FPCON NORMAL. This condition applies when a general global threat of possible terrorist activity exists and warrants a routine security posture. At a minimum, access control will be conducted at all DOD installations and facilities. What to Expect: Expect to see a routine security posture.

(2) FPCON ALPHA. (AF Modified) This condition applies when there is an increased general threat of possible terrorist activity against personnel or facilities, the nature and extent of which are unpredictable, and circumstances do not justify full implementation of FPCON BRAVO measures. However, it may be necessary to implement certain measures from higher FPCONs measures resulting from intelligence received or as a deterrent. The measures in this FPCON must be capable of being maintained indefinitely. What to Expect: Expect random vehicle checks and increased crime prevention efforts.

(3) FPCON BRAVO. Applies when an increased or more predictable threat of terrorist activity exists. Sustaining FPCON BRAVO measures for a prolonged period may affect operational capability and military-civil relationships with local authorities. What to Expect: Expect to see closer inspections of vehicles and deliveries, ID checks, and a greater presence of guards.

(4) FPCON CHARLIE. Applies when an incident occurs or intelligence is received indicating that some form of terrorist action or targeting against personnel or facilities is likely. Prolonged implementation of FPCON CHARLIE measures may create hardship and affect the activities of the unit and its personnel. What to Expect: Expect rigorous efforts to inspect vehicles and facilities; you may be required to evacuate the base, or you may not be allowed On-Base without escort.

(5) FPCON DELTA. Applies in the immediate area where a terrorist attack has occurred or when intelligence has been received that terrorist action against a specific location or person is imminent. FPCON DELTA is usually declared as a localized condition. FPCON DELTA measures are not intended to be sustained for an extended duration. What to Expect: If On-Base, follow security forces instructions; you may be directed to evacuate or seek shelter, if Off-Base, you may be denied access until the incident has been taken care of and additional security measures will delay and interrupt normal routines.

c. The contractor shall ensure areas controlled by contractor employees comply with base operations plans/instructions for FPCON procedures, and local search/identification requirements. The contractor shall be responsible for the above FPCON requirements in all assigned facilities. In addition, in other shared occupancy buildings, the contractor shall assist (based on occupancy) with manning the building/facility Entry Control Point (ECP). The contractor shall safeguard all Government property, including controlled forms, provided for their use. At the close of each work period, Government training equipment, ground aerospace vehicles, facilities, support equipment, and other valuable materials shall be secured.

Instructions, regulations and forms can be obtained online at <http://www.e-publishing.af.mil/> or by doing a general inquiry on any web-based search engine. If unable to obtain the applicable information, contact the 14th Contracting Squadron's contract administrator.

(End of clause)

STATEMENT OF WORK
FOR
PORTABLE TOILET
RENTAL & SERVICE

COLUMBUS AFB
13 May 2015

STATEMENT OF WORK
PORTABLE TOILETS RENTAL & SERVICE
CAFB

1. GENERAL: The contractor shall provide all personnel, tools, labor, transportation, equipment and supervision necessary regarding delivery of and service/support for Portable Toilets on Columbus AFB, MS. Contractor shall also provide service to pump out four (4) 1,000 gallon holding tanks located on Columbus AFB and two (2) 150 gallon holding tanks at the Auxiliary Field OLF Alpha located at Shuqualak, MS.

2. EQUIPMENT REQUIREMENTS: All contractor-owned toilets shall be self-contained, clean, and sanitary. All units shall have hand sanitizer dispensers, and shall be maintained in good working condition throughout the contract period. If any unit is not repairable, it shall be replaced within 24 hours at the request of the Government Technical Representative (GTR).

3. DELIVERY REQUIREMENTS:

3.1. Long Term: The contractor shall deliver 8 (eight) portable units to various locations on Columbus AFB within one (1) workday after contract start date. Specific location(s) will be determined on contract start date. See Attachment Asix

3.2. Short Term: Columbus AFB occasionally requires portable toilets for other events of varying lengths, usually one (1) day. The government will provide a minimum of a five (5) day notice to the contractor. Typical events are fun runs, concerts, base picnics, training exercises or water outages. The number of toilets will vary from one to as many as 12 and may require periodic servicing (cleaning, restocking toilet paper, emptying) as requested.

4. CHEMICALS:

4.1. The contractor shall furnish Material Safety Data Sheets (MSDS) of compounds proposed for the use in cleaning and disinfecting process and shall certify that all chemicals to be used in performance of the contract work will be non-toxic and non-corrosive. The GTR will provide MSDS to 14 CES/CEAN for review prior to the contractor bringing products on base. Monthly HAZMAT inventories shall be completed by the contractor, including but not limited to: solvents, paints, degreasers, greases, Ozone Depleting Substances, and oils, brought on base. The monthly HAZMAT inventory must be submitted to the GTR not later than 5 business days of the preceding month in which the inventory was taken (see Attachment B). Identified HAZMAT will be managed and tracked in the installation's approved HAZMAT tracking system. The GTR will provide inventory/usage to the Hazardous Material Management Office (Bldg 927).

5. SERVICE REQUIREMENTS:

5.1. The contractor shall provide a schedule for the required once monthly service of long term units to the GTR. Scheduled service shall be done monthly during normal business hours (7:00AM to 4:30PM, M-F).

5.2. Service shall include removal and disposal of all waste in accordance with Federal, state and local laws and regulations. Service shall also include removal and disposal of trash in and around the unit, up to three (3) feet , cleaning of the unit inside and out, repairing any damage, refilling with chemicals, stocking of toilet paper, hand cleaner and other consumables where applicable. Services shall be recorded by date to a label affixed inside each unit. Contractor shall assume all liability and risk associated with the use of the units. This includes repair of damages due to accidents or weather. Contractor shall repair or replace any unit that becomes unsuitable for use within 24 hours of being notified by GTR via telephone, fax, or e-mail.

5.3. Contractor shall pump out the four (4) 1,000 gallon located on Columbus AFB every other month, which shall equal to six (6) times per contract year. The two (2) each 150 gallon holding tanks located at the Auxiliary Field OLF Alpha located at Shuqualak, MS, the contractor shall remove the contents once a month.

6. ATTACHMENTS:

A. ESTIMATED WORKLOAD DATA

B. CONTRACTOR'S ENVIRONMENTAL REPORTING ENTRY FORM

ATTACHMENT A
PORTABLE TOILETS

ESTIMATED WORKLOAD DATA

A-1: Portable Toilets

ITEM	LOCATION	UNIT	ESTIMATE D	ESTIMATE D SERVICING	PHONE NUMBER
			QUANTITY	Per mo.	
1	RCS #1*	Regular Porta John	1	1	434-7346
2	RCS #2*	Regular Porta John	1	1	434-7346
3	RCS #3*	Regular Porta John	1	1	434-7346
4	RCS #4*	Regular Porta John	1	1	434-7346
5	RCS #5*	Regular Porta John	1	1	434-7346
6	RCS #6*	Regular Porta John	1	1	434-7346
7	SAC Lake	Regular Porta John	1	1	434-7346
8	Lil' Blaze Park	Regular Porta John	1	1	434-7346
9	Auxiliary Field*	150 Gal Holding Tank	2	1	434-7346
10	Columbus AFB*	1,000 Gal Holding Tank	4	6 per year	434-7346

NOTE: (*) INDICATES ESCORT REQUIRED RESTRICTED AREA

1. Contract Number
2. Contractor Name
3. HAZMAT Storage Location: Building number & location/room in building. If multiple locations please list. If stored off base please indicate.
4. Date of reporting month (e.g. May 2014)

(Note: For items 5 – 10 List HAZMAT information in columns provided)

5. Product Name being reported (e.g. latex gloss paint, walnut wood stain) or locally assigned Material Stock Number (MSN)
6. Manufacturer of product
7. Application process/method: How product will be applied to process?
8. Unit of issue (e.g. 10 each 16 oz aerosol cans, 5 each 3 oz tubes)
9. Amount of material brought on base during reporting month
10. Amount of material used during reporting month
11. Remaining balance of product at the end of reporting month

The Federal Government has targeted the following chemicals for reductions in use. This includes DOD contractor use. Please avoid the use of these items plus any confirmed human carcinogens, sensitizers, teratogens, mutagens or extremely toxic materials when possible.

Benzene
 Cadmium (and compounds)
 Carbon Tetrachloride
 Chloroform
 Chromium (and compounds)
 Cyanides
 Dichloromethane or Methylene Chloride
 Lead (and compounds)
 Mercury (and compounds)
 Methyl Ethyl Ketone
 Methyl Isobutyl Ketone
 Nickel (and compounds)
 Toluene
 Trichloroethane
 Trichloroethylene
 Xylene
 Tetrachloroethylene
 Trichloroethylene.

WD 05-2011 (Rev.-19) was first posted on www.wdol.gov on 07/14/2015

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

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2005-2011
Revision No.: 19
Date Of Revision: 07/08/2015

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Alabama

Area: Alabama Counties of Autauga, Bullock, Butler, Chilton, Coosa, Crenshaw, Dallas, Elmore, Lowndes, Macon, Montgomery, Pike, Tallapoosa, Wilcox

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.68
01012 - Accounting Clerk II		15.38
01013 - Accounting Clerk III		16.87
01020 - Administrative Assistant		20.69
01040 - Court Reporter		19.67
01051 - Data Entry Operator I		11.70
01052 - Data Entry Operator II		12.77
01060 - Dispatcher, Motor Vehicle		16.40
01070 - Document Preparation Clerk		11.61
01090 - Duplicating Machine Operator		11.61
01111 - General Clerk I		10.33
01112 - General Clerk II		11.52
01113 - General Clerk III		12.65
01120 - Housing Referral Assistant		17.13
01141 - Messenger Courier		10.12
01191 - Order Clerk I		11.31
01192 - Order Clerk II		12.34
01261 - Personnel Assistant (Employment) I		16.90
01262 - Personnel Assistant (Employment) II		20.67
01263 - Personnel Assistant (Employment) III		24.58
01270 - Production Control Clerk		20.17
01280 - Receptionist		10.47

01290 - Rental Clerk	11.08
01300 - Scheduler, Maintenance	13.73
01311 - Secretary I	13.73
01312 - Secretary II	15.36
01313 - Secretary III	17.13
01320 - Service Order Dispatcher	14.91
01410 - Supply Technician	20.69
01420 - Survey Worker	15.86
01531 - Travel Clerk I	11.62
01532 - Travel Clerk II	12.40
01533 - Travel Clerk III	13.07
01611 - Word Processor I	12.51
01612 - Word Processor II	14.04
01613 - Word Processor III	15.70
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.78
05010 - Automotive Electrician	15.84
05040 - Automotive Glass Installer	16.78
05070 - Automotive Worker	14.94
05110 - Mobile Equipment Servicer	13.08
05130 - Motor Equipment Metal Mechanic	16.76
05160 - Motor Equipment Metal Worker	14.94
05190 - Motor Vehicle Mechanic	16.76
05220 - Motor Vehicle Mechanic Helper	12.51
05250 - Motor Vehicle Upholstery Worker	14.05
05280 - Motor Vehicle Wrecker	14.94
05310 - Painter, Automotive	15.84
05340 - Radiator Repair Specialist	14.94
05370 - Tire Repairer	10.52
05400 - Transmission Repair Specialist	16.76
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.41
07041 - Cook I	8.43
07042 - Cook II	9.86
07070 - Dishwasher	7.99
07130 - Food Service Worker	7.98
07210 - Meat Cutter	13.59
07260 - Waiter/Waitress	7.98
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	13.58
09040 - Furniture Handler	9.80
09080 - Furniture Refinisher	13.65
09090 - Furniture Refinisher Helper	11.14
09110 - Furniture Repairer, Minor	12.40
09130 - Upholsterer	13.72
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.22
11060 - Elevator Operator	8.22
11090 - Gardener	11.64
11122 - Housekeeping Aide	8.90
11150 - Janitor	8.90
11210 - Laborer, Grounds Maintenance	10.13
11240 - Maid or Houseman	7.63
11260 - Pruner	9.41
11270 - Tractor Operator	11.26
11330 - Trail Maintenance Worker	10.13
11360 - Window Cleaner	9.58

12000 - Health Occupations	
12010 - Ambulance Driver	14.75
12011 - Breath Alcohol Technician	14.75
12012 - Certified Occupational Therapist Assistant	20.24
12015 - Certified Physical Therapist Assistant	21.50
12020 - Dental Assistant	12.50
12025 - Dental Hygienist	27.88
12030 - EKG Technician	19.67
12035 - Electroneurodiagnostic Technologist	19.67
12040 - Emergency Medical Technician	14.75
12071 - Licensed Practical Nurse I	13.19
12072 - Licensed Practical Nurse II	14.75
12073 - Licensed Practical Nurse III	16.45
12100 - Medical Assistant	11.90
12130 - Medical Laboratory Technician	13.47
12160 - Medical Record Clerk	11.08
12190 - Medical Record Technician	13.54
12195 - Medical Transcriptionist	14.26
12210 - Nuclear Medicine Technologist	31.38
12221 - Nursing Assistant I	9.68
12222 - Nursing Assistant II	10.88
12223 - Nursing Assistant III	11.88
12224 - Nursing Assistant IV	13.33
12235 - Optical Dispenser	17.08
12236 - Optical Technician	14.51
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	13.33
12305 - Radiologic Technologist	20.45
12311 - Registered Nurse I	23.18
12312 - Registered Nurse II	28.35
12313 - Registered Nurse II, Specialist	28.35
12314 - Registered Nurse III	34.30
12315 - Registered Nurse III, Anesthetist	34.30
12316 - Registered Nurse IV	41.10
12317 - Scheduler (Drug and Alcohol Testing)	18.28
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.64
13012 - Exhibits Specialist II	21.91
13013 - Exhibits Specialist III	26.80
13041 - Illustrator I	17.64
13042 - Illustrator II	21.91
13043 - Illustrator III	26.80
13047 - Librarian	24.25
13050 - Library Aide/Clerk	9.20
13054 - Library Information Technology Systems Administrator	21.91
13058 - Library Technician	14.14
13061 - Media Specialist I	15.08
13062 - Media Specialist II	16.86
13063 - Media Specialist III	18.82
13071 - Photographer I	12.89
13072 - Photographer II	15.77
13073 - Photographer III	18.72
13074 - Photographer IV	22.90
13075 - Photographer V	27.71
13110 - Video Teleconference Technician	14.50
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.17

14042 - Computer Operator II	16.97
14043 - Computer Operator III	18.92
14044 - Computer Operator IV	21.02
14045 - Computer Operator V	23.28
14071 - Computer Programmer I	(see 1) 21.65
14072 - Computer Programmer II	(see 1) 27.62
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.17
14160 - Personal Computer Support Technician	21.80
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.18
15020 - Aircrew Training Devices Instructor (Rated)	34.10
15030 - Air Crew Training Devices Instructor (Pilot)	40.44
15050 - Computer Based Training Specialist / Instructor	28.18
15060 - Educational Technologist	31.14
15070 - Flight Instructor (Pilot)	40.44
15080 - Graphic Artist	20.72
15090 - Technical Instructor	18.94
15095 - Technical Instructor/Course Developer	25.49
15110 - Test Proctor	15.29
15120 - Tutor	15.29
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.48
16030 - Counter Attendant	8.48
16040 - Dry Cleaner	10.28
16070 - Finisher, Flatwork, Machine	8.48
16090 - Presser, Hand	8.48
16110 - Presser, Machine, Drycleaning	8.48
16130 - Presser, Machine, Shirts	8.48
16160 - Presser, Machine, Wearing Apparel, Laundry	8.48
16190 - Sewing Machine Operator	10.88
16220 - Tailor	11.50
16250 - Washer, Machine	9.08
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.30
19040 - Tool And Die Maker	21.60
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.53
21030 - Material Coordinator	19.21
21040 - Material Expediter	19.21
21050 - Material Handling Laborer	11.22
21071 - Order Filler	11.98
21080 - Production Line Worker (Food Processing)	13.53
21110 - Shipping Packer	12.87
21130 - Shipping/Receiving Clerk	12.87
21140 - Store Worker I	12.34
21150 - Stock Clerk	15.26
21210 - Tools And Parts Attendant	13.53
21410 - Warehouse Specialist	13.53
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	22.86
23021 - Aircraft Mechanic I	21.88
23022 - Aircraft Mechanic II	22.86

23023 - Aircraft Mechanic III	23.81
23040 - Aircraft Mechanic Helper	16.71
23050 - Aircraft, Painter	20.61
23060 - Aircraft Servicer	18.67
23080 - Aircraft Worker	19.64
23110 - Appliance Mechanic	17.34
23120 - Bicycle Repairer	10.20
23125 - Cable Splicer	25.19
23130 - Carpenter, Maintenance	14.38
23140 - Carpet Layer	16.55
23160 - Electrician, Maintenance	17.52
23181 - Electronics Technician Maintenance I	20.40
23182 - Electronics Technician Maintenance II	21.36
23183 - Electronics Technician Maintenance III	22.50
23260 - Fabric Worker	15.74
23290 - Fire Alarm System Mechanic	15.30
23310 - Fire Extinguisher Repairer	14.86
23311 - Fuel Distribution System Mechanic	18.35
23312 - Fuel Distribution System Operator	15.12
23370 - General Maintenance Worker	17.04
23380 - Ground Support Equipment Mechanic	21.88
23381 - Ground Support Equipment Servicer	18.67
23382 - Ground Support Equipment Worker	19.64
23391 - Gunsmith I	14.96
23392 - Gunsmith II	16.55
23393 - Gunsmith III	18.15
23410 - Heating, Ventilation And Air-Conditioning Mechanic	17.49
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	18.25
23430 - Heavy Equipment Mechanic	19.91
23440 - Heavy Equipment Operator	15.73
23460 - Instrument Mechanic	20.72
23465 - Laboratory/Shelter Mechanic	17.34
23470 - Laborer	10.59
23510 - Locksmith	17.34
23530 - Machinery Maintenance Mechanic	18.38
23550 - Machinist, Maintenance	15.50
23580 - Maintenance Trades Helper	11.10
23591 - Metrology Technician I	20.72
23592 - Metrology Technician II	21.62
23593 - Metrology Technician III	22.52
23640 - Millwright	18.15
23710 - Office Appliance Repairer	19.55
23760 - Painter, Maintenance	13.60
23790 - Pipefitter, Maintenance	18.82
23810 - Plumber, Maintenance	16.80
23820 - Pneudraulic Systems Mechanic	18.15
23850 - Rigger	18.15
23870 - Scale Mechanic	16.55
23890 - Sheet-Metal Worker, Maintenance	16.48
23910 - Small Engine Mechanic	15.10
23931 - Telecommunications Mechanic I	20.41
23932 - Telecommunications Mechanic II	22.58
23950 - Telephone Lineman	18.81
23960 - Welder, Combination, Maintenance	15.12
23965 - Well Driller	18.15
23970 - Woodcraft Worker	18.15

23980 - Woodworker	11.36
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.31
24580 - Child Care Center Clerk	13.33
24610 - Chore Aide	9.03
24620 - Family Readiness And Support Services Coordinator	12.97
24630 - Homemaker	16.50
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	17.44
25040 - Sewage Plant Operator	16.66
25070 - Stationary Engineer	17.44
25190 - Ventilation Equipment Tender	13.59
25210 - Water Treatment Plant Operator	16.66
27000 - Protective Service Occupations	
27004 - Alarm Monitor	13.71
27007 - Baggage Inspector	9.36
27008 - Corrections Officer	16.99
27010 - Court Security Officer	17.70
27030 - Detection Dog Handler	11.61
27040 - Detention Officer	16.99
27070 - Firefighter	17.70
27101 - Guard I	9.36
27102 - Guard II	11.61
27131 - Police Officer I	18.83
27132 - Police Officer II	20.91
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.27
28042 - Carnival Equipment Repairer	10.43
28043 - Carnival Equipment Worker	8.07
28210 - Gate Attendant/Gate Tender	14.46
28310 - Lifeguard	11.40
28350 - Park Attendant (Aide)	16.18
28510 - Recreation Aide/Health Facility Attendant	11.81
28515 - Recreation Specialist	16.12
28630 - Sports Official	12.89
28690 - Swimming Pool Operator	11.61
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	16.55
29020 - Hatch Tender	16.55
29030 - Line Handler	16.55
29041 - Stevedore I	15.74
29042 - Stevedore II	17.34
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	16.38
30022 - Archeological Technician II	18.32
30023 - Archeological Technician III	24.92
30030 - Cartographic Technician	24.92
30040 - Civil Engineering Technician	19.05
30061 - Drafter/CAD Operator I	16.38
30062 - Drafter/CAD Operator II	18.32
30063 - Drafter/CAD Operator III	22.44
30064 - Drafter/CAD Operator IV	27.61
30081 - Engineering Technician I	15.18
30082 - Engineering Technician II	17.04

30083 - Engineering Technician III	20.74
30084 - Engineering Technician IV	23.61
30085 - Engineering Technician V	28.89
30086 - Engineering Technician VI	34.95
30090 - Environmental Technician	23.33
30210 - Laboratory Technician	21.46
30240 - Mathematical Technician	24.92
30361 - Paralegal/Legal Assistant I	17.89
30362 - Paralegal/Legal Assistant II	23.06
30363 - Paralegal/Legal Assistant III	28.20
30364 - Paralegal/Legal Assistant IV	34.12
30390 - Photo-Optics Technician	24.92
30461 - Technical Writer I	19.50
30462 - Technical Writer II	23.84
30463 - Technical Writer III	28.38
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 Surface Programs	(see 2) 22.44
30621 - Weather Observer, Senior	(see 2) 23.96
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.71
31030 - Bus Driver	13.44
31043 - Driver Courier	12.25
31260 - Parking and Lot Attendant	10.01
31290 - Shuttle Bus Driver	12.95
31310 - Taxi Driver	9.90
31361 - Truckdriver, Light	12.95
31362 - Truckdriver, Medium	15.42
31363 - Truckdriver, Heavy	18.91
31364 - Truckdriver, Tractor-Trailer	18.91
99000 - Miscellaneous Occupations	
99030 - Cashier	7.67
99050 - Desk Clerk	9.36
99095 - Embalmer	24.22
99251 - Laboratory Animal Caretaker I	9.60
99252 - Laboratory Animal Caretaker II	10.15
99310 - Mortician	24.48
99410 - Pest Controller	12.83
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	13.21
99711 - Recycling Specialist	15.48
99730 - Refuse Collector	12.39
99810 - Sales Clerk	12.37
99820 - School Crossing Guard	11.45
99830 - Survey Party Chief	14.38
99831 - Surveying Aide	9.56
99832 - Surveying Technician	13.08
99840 - Vending Machine Attendant	10.66
99841 - Vending Machine Repairer	13.05
99842 - Vending Machine Repairer Helper	10.26

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 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 4.174)

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 link 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.