

3 September 2015

**REQUEST FOR QUOTATION (RFQ)**

**SOLICITATION NUMBER: F1N3BG5201A002**

**TITLE: Vehicle Bay Ceiling Fans, B998**

**ISSUED BY 14 CONS/LGCA**

**495 HARPE BLVD, SUITE 256C  
COLUMBUS, MS 39710-1006**

1. This is a Request for Quotation (RFQ), not a Purchase Order. This document is not legally binding. It does not commit the U.S. Government in any way.
2. As stated in FAR 52.212-2, the award will be based on the best value to the Government in terms of price and technical acceptability. The offeror will be considered technically acceptable if there are no exceptions to the requirements in the Statement of Work dated 1 Sep 2015. The Government reserves the right to award without discussions. The Government reserves the right to award to other than the lowest priced offeror if deemed in the Government's best interests.
3. Please review the attached Statement of Work and other requirements carefully. Respond to this RFQ by completing the below quotation template or a company format that includes the information in the quotation template. F.O.B. Destination is required. Payment terms will be Net 30 unless otherwise stated. Include all applicable Government discounts. Brand Name or Equal: For each equal product, a description reflecting the characteristics and level of quality that will satisfy the salient physical, functional, or performance characteristics of "equal" products specified in the solicitation.
4. In order to be eligible for award, offeror must be registered in the System for Award Management (SAM) at <https://www.sam.gov/>. The applicable NAICS code for this acquisition is: 333413.
5. **Funds are not presently available for this contract.** The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.
6. Ensure you sign and return your quotation via email (preferred) to the Contract Specialist, SrA Nabila Ivaldi at [nabila.ivaldi@us.af.mil](mailto:nabila.ivaldi@us.af.mil), telephone (662) 434-7767, the Contracting Officer, TSgt Eric Lannon at [eric.lannon@us.af.mil](mailto:eric.lannon@us.af.mil), telephone (662) 434-7775, or via fax at

662-434-3049. All quotations must be valid for a minimum of 30 days from the response due date below.

**Responses must be received NLT: 15 September 2015, 2:00 P.M. CST.**

**\*\*Please complete the *QUOTATION TEMPLATE in the next section.*\*\***

This template has been provided to ensure the needed information the Government requires is included with your offer; if a company template or format is used, ensure the below information is included.

# **“VENDOR QUOTATION”**

Date:

Vendor’s Name and Address:

Vendor’s Telephone and Fax #:

Vendor’s Email Address:

Vendor’s POC:

Business Type:

Cage Code:

DUNS#:

Federal Tax I.D. #:

FOB:

Delivery Time:

Payment Terms:

Quote Expiration Date:

<b>Item No (a)</b>	<b>Supplies/Services Description (b)</b>	<b>Qty &amp; Unit (c)</b>	<b>Unit Price (d)</b>	<b>Extended Amount (e)</b>
0001	PART NUMBER F-PFX2-1203, MANUFACTURER BIGASSFANS, POWERFOIL X2.0 FAN KIT 12 FEET, 200-250 VOLT 3 PHASE POWER, OR EQUAL	2 EA		
0002	PART NUMBER M-PX2-0101, MANUFACTURER BIGASSFANS, POWERFOIL X2.0, PLUS MOUNT KIT, SMALL MOUNTING BRACKET, 1 FOOT EXTENSION TUBE, OR EQUAL	2 EA		
0003	PART NUMBER L3-PFX2/PPX2-WL-1, MANUFACTURER BIGASSFANS, LEVEL 2 INSTALL, POWERFOIL, OR EQUAL	2 EA		
0004	PART NUMBER LO-HIGHLIFT-ADD-1, MANUFACTURER BIGASSFANS, HIGH LIFT, OR EQUAL	2 EA		

0005	PART NUMBER LO-PREV-WAGE, MANUFACTURER BIGASSFANS, CUSTOM INSTALLATION ADDER, OR EQUAL	1 EA		
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<b>TOTAL AMOUNT</b>	
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**Signature Block of Authorized  
Company Representative**

**ATTACHMENTS:**

1. Statement of Work – Dated 1 Sep 15 – 3 pages

**APPLICABLE PROVISIONS/CLAUSES:**

Federal Acquisition Regulation (FAR):

- 52.204-7, System for Award Management
- 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards
- 52.204-13, System for Award Management Maintenance
- 52.204-16, Commercial and Government Entity Code Reporting
- 52.204-17, Ownership or Control of Offeror
- 52.204-18, Commercial and Government Entity Code Maintenance
- 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.
- 52.209-10, Prohibition on Contracting With Inverted Domestic Corporations
- 52.211-6, Brand Name or Equal
- 52.212-1, Instructions to Offerors -- Commercial Items
- 52.212-4, Contract Terms and Conditions
- 52.212-5, CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEVIATION 2013-O0019) (Jul 2014)

52.219-6, Notice of Total Small Business Set-Aside  
52.219-28, Post-Award Small Business Program Representation  
52.222-3, Convict Labor  
52.222-19, Child Labor—Cooperation With Authorities and Remedies  
52.222-21, Prohibition of Segregated Facilities  
52.222-25, Affirmative Action Compliance  
52.222-26, Equal Opportunity  
52.222-36, Equal Opportunity for Workers With Disabilities  
52.222-50, Combating Trafficking in Persons  
52.223-11, Ozone-Depleting Substances  
52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving  
52.225-13, Restriction on Certain Foreign Purchases  
52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications  
52.232-1, Payments  
52.232-23, Assignment of Claims  
52.232-33, Payment by Electronic Funds Transfer-- System for Award Management  
52.232-39, Unenforceability of Unauthorized Obligations  
52.232-40, Providing Accelerated Payments to Small Business Subcontractors  
52.233-1, Disputes  
52.233-3, Protest After Award  
52.233-4, Applicable Law for Breach of Contract Claim  
52.242-17, Government Delay of Work  
52.252-6, Authorized Deviations in Clauses

Defense Federal Acquisition Regulation Supplement (DFARS):

252.203-7000, Requirements Relating to Compensation of Former DoD Officials  
252.203-7002, Requirement to Inform Employees of Whistleblower Rights  
252.203-7998, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements – Representation. (Deviation 2015-O0010)  
252.203-7999, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements. (Deviation 2015-O0010)  
252.204-7003, Control of Government Personnel Work Product  
252.204-7004, Alternate A, System for Award Management  
252.209-7999, Representation by Corporations Regarding an Unpaid Delinquent Tax Liability on a Felony Conviction under any Federal Law (Deviation 2012)  
252.225-7001, Buy American and Balance of Payments Program  
252.232-7003, Electronic Submission of Payment Requests and Receiving Reports  
252.232-7006, Wide Area WorkFlow Payment Instructions  
252.232-7007, Limitation of Government's Obligation  
252.232-7010, Levies on Contract Payments

**52.212-3 -- Offeror Representations and Certifications -- Commercial Items.**

As prescribed in [12.301](#)(b)(2), insert the following provision:

## Offeror Representations and Certifications -- Commercial Items (Mar 2015)

The offeror shall complete only paragraphs (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 its stock 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 the stock of which is owned by one or more women; and

(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 on the SAMwebsite.

(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 representation 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 SAM.]*

(c) Offerors must complete the following representations when the resulting contract is to 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:** 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:

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(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) 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 to the Equal Opportunity clause of this solicitation; 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 parts 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

[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

[List as necessary]

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

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* 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.:

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*[List as necessary]*

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* 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:

*[List as necessary]*

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

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, 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:

[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 the offeror and/or any of its principals--

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

(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. §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. §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. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

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

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

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

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

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

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

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

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

(2)  Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract 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](mailto:CISADA106@state.gov).

(2) *Representation and Certification.* 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/t11sdn.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)

### **52.222-22 -- Previous Contracts and Compliance Reports.**

As prescribed in [22.810](#)(a)(2), insert the following provision:

#### **Previous Contracts and Compliance Reports (Feb 1999)**

The offeror represents that --

(a) It \* has, \* has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It \* has, \* has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

**52.222-25 -- Affirmative Action Compliance.**

As prescribed in [22.810](#)(d), insert the following provision:

**Affirmative Action Compliance (Apr 1984)**

The offeror represents that --

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

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

(End of Provision)

**52.252-1 -- Solicitation Provisions Incorporated by Reference.**

As prescribed in [52.107](#)(a), insert the following provision:

**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.**

As prescribed in [52.107](#)(b), insert the following clause:

**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.**

As prescribed in [52.107](#)(e), insert the following provision in solicitations that include any FAR or supplemental provision with an authorized deviation. Whenever any FAR or supplemental provision is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the provision when it is used without deviation, include regulation name for any supplemental provision, except that the contracting officer shall insert “*(Deviation)*” after the date of the provision.

#### **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 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.**

As prescribed in [52.107](#)(f), insert the following clause in solicitations and contracts that include any FAR or supplemental clause with an authorized deviation. Whenever any FAR or supplemental clause is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the clause when it is used without deviation, include regulation name for any supplemental clause, except that the contracting officer shall insert “*(Deviation)*” after the date of the clause.

#### **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)

### **5352.201-9101 Ombudsman**

As prescribed in [5301.9103](#), insert the following clause:

#### **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](mailto: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 Contractor 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 4:30 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 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

Fans, Building 998

1 September 2015

Columbus AFB (CAFB) requires the purchase and installation of two ( 2) 24 foot diameter ceiling fans in the apparatus bay at building 998, fire department. The Contractor shall provide all management, plant, labor, material, equipment required to install the two (2) new ceiling fans in building 998, fire department.

1.0 GENERAL: Provide fans on Columbus AFB, MS. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 Scope: Unless otherwise identified herein, the contractor shall provide all management, labor, equipment, transportation, tools, materials and other items necessary to provide and install two (2) ceiling fans in building 998, fire department as defined in this Statement of Work.

1.2 Specific Tasks: Install two (2) ceiling fans in accordance with the tasks listed below.

1.2.1. Building 998, Fire Department

1.2.1.1 Provide two (2) fan kits with blades that project 24 feet and are powered by 250 volt/3 phase power. The fan kit will have a wall mounted keypad. The fan motor will be hermetically sealed for life so no maintenance will be required. The 2 fans will be located in the apparatus bay spaced appropriately to ensure full coverage.

1.2.1.2 The contractor shall also provide two (2) ceiling fan mounting kits and;

1.2.1.3 Provide the equipment necessary to install at ceiling level approximately 20 feet above floor level.

2.0 Hours of Operation: The contractor is responsible for conducting business, between the hours of 0800-1700 Monday thru Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For other than firm fixed price contracts, the contractor will not be reimbursed when the government facility is closed for the above reasons. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this SOW when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

2.1 Recognized Holidays: Contractor is not required to perform services on holidays.

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Other holidays declared by Executive Order	

3.0 Place of Performance: The work to be performed under this contract will be performed at Columbus AFB in facility 998.

4.0 Security Requirements: Contractor must comply with the security requirements identified in AFFARS 5352.242-9000, Contractor Access to Air Force Installations.

5.0 Identification of Contractor Employees: All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

6.0 Availability of Utility Services: All reasonable quantities of utilities will be made available to the contractor. The government shall not be held responsible for interruptions of utility services, and will not be liable for contractor delays, damages, or increased cost incurred by any such interruption of service. The contractor shall be responsible for providing all labor, equipment, and materials to make necessary temporary utility connections. The temporary connections shall be coordinated with the Government Representative before being made and shall be removed upon project completion.

7.0 Clean-up: All debris and rubbish not specified to become government property resulting from work will be disposed of by the contractor off government property. Disposal will be in compliance with federal, state, and local hauling and disposal regulations. Site clean-up shall be daily.

8.0 Safety requirements: Safety requirement shall be the applicable sections of Occupational Safety and Health Administration (OSHA) Regulations. OSHA regulations are available for review at the Base Safety Office, Building 724. The contractor shall ensure that any lifting devices or ladders meet any and all applicable safety standards.

9.0 Site Conditions: The Contractor acknowledges satisfaction as to the nature and location of the work, the general and local conditions, access to job site; disposal, handling and storage of materials; availability of labor, water, electric power or similar physical conditions at CAFB; the character of equipment and facilities needed preliminary to and during the performance of the work; and all other matters that can in any way affect the work or the cost thereof under this contract. The contractor acknowledges that any damage to the existing landscaping around the facility will be returned to its existing conditions prior to the completion of subject work at no additional cost to the government.

10.0 Warranty: The contractor shall provide the government with a one (1) year onsite warranty on all new parts and workmanship.

11.0 Brand Name or Equal: For each equal product, a description reflecting the characteristics and level of quality that will satisfy the salient physical, functional, or performance characteristics of “equal” products specified in the solicitation.

12.0 Deliverables: none

END OF STATEMENT OF WORK