



Section SF 1449 - CONTINUATION SHEET

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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0001 |  |  |  |  |  |
|  | Moving and Storage Base Year  FFP  Contractor shall furnish all labor, material, equipment, supervision, transportation, and management necessary for the preparation of personal property and related services for inbound, outbound, and local movement IAW the attached PWS.  FOB: Destination  SIGNAL CODE: A | | | |  |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 1001 |  |  |  |  |  |
| OPTION | Moving and Storage Option Year 1  FFP  Contractor shall furnish all labor, material, equipment, supervision, transportation, and management necessary for the preparation of personal property and related services for inbound, outbound, and local movement IAW the attached PWS.  FOB: Destination  SIGNAL CODE: A | | | |  |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 2001 |  |  |  |  |  |
| OPTION | Moving and Storage Option Year 2  FFP  Contractor shall furnish all labor, material, equipment, supervision, transportation, and management necessary for the preparation of personal property and related services for inbound, outbound, and local movement IAW the attached PWS.  FOB: Destination  SIGNAL CODE: A | | | |  |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 3001 |  |  |  |  |  |
| OPTION | Moving and Storage Option Year 3  FFP  Contractor shall furnish all labor, material, equipment, supervision, transportation, and management necessary for the preparation of personal property and related services for inbound, outbound, and local movement IAW the attached PWS.  FOB: Destination  SIGNAL CODE: A | | | |  |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 4001 |  |  |  |  |  |
| OPTION | Moving and Storage Option Year 4  FFP  Contractor shall furnish all labor, material, equipment, supervision, transportation, and management necessary for the preparation of personal property and related services for inbound, outbound, and local movement IAW the attached PWS.  FOB: Destination  SIGNAL CODE: A | | | |  |
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CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

|  |  |  |  |
| --- | --- | --- | --- |
| MINIMUM  QUANTITY | MINIMUM  AMOUNT | MAXIMUM  QUANTITY | MAXIMUM  AMOUNT |
|  | $2,500.00 |  | $1,700,000.00 |

DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND ORDER VALUE

The minimum quantity and order value for each Delivery/Task Order issued shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for each Delivery/Task Order issued shall not exceed the maximum quantity and order value stated in the following table.

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| --- | --- | --- | --- |
| MINIMUM  QUANTITY | MINIMUM  AMOUNT | MAXIMUM  QUANTITY | MAXIMUM  AMOUNT |
|  | $2,500.00 |  | $700,000.00 |

CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

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| --- | --- | --- | --- | --- | --- |
| CLIN | MINIMUM  QUANTITY | MINIMUM  AMOUNT | MAXIMUM  QUANTITY | MAXIMUM  AMOUNT |  |
| 0001 |  | $ |  | $ |  |
| 1001 |  | $ |  | $ |  |
| 2001 |  | $ |  | $ |  |
| 3001 |  | $ |  | $ |  |
| 4001 |  | $ |  | $ |  |

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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| --- | --- | --- | --- | --- |
| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
| 0001 | Destination | Government | Destination | Government |
| 1001 | Destination | Government | Destination | Government |
| 2001 | Destination | Government | Destination | Government |
| 3001 | Destination | Government | Destination | Government |
| 4001 | Destination | Government | Destination | Government |

DELIVERY INFORMATION

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| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | DODAAC / CAGE |
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| 0001 | POP 01-NOV-2017 TO  31-OCT-2018 | N/A | 7 LRS/CC/SUPPLY - F1R340  JOANNE ROSE  110 3RD ST, BLDG 7004  DYESS AFB TX 79607  325-696-3350  FOB: Destination | F1R340 |
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| 1001 | POP 01-NOV-2018 TO  31-OCT-2019 | N/A | (SAME AS PREVIOUS LOCATION)  FOB: Destination | F1R340 |
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| 2001 | POP 01-NOV-2019 TO  31-OCT-2020 | N/A | (SAME AS PREVIOUS LOCATION)  FOB: Destination | F1R340 |
|  |  |  |  |  |
| 3001 | POP 01-NOV-2020 TO  31-OCT-2021 | N/A | (SAME AS PREVIOUS LOCATION)  FOB: Destination | F1R340 |
|  |  |  |  |  |
| 4001 | POP 01-NOV-2021 TO  31-OCT-2022 | N/A | (SAME AS PREVIOUS LOCATION)  FOB: Destination | F1R340 |

CLAUSES INCORPORATED BY REFERENCE

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| --- | --- | --- | --- |
| 52.204-4 | Printed or Copied Double-Sided on Postconsumer Fiber Content Paper | MAY 2011 |  |
| 52.204-7 | System for Award Management | JUL 2013 |  |
| 52.204-9 | Personal Identity Verification of Contractor Personnel | JAN 2011 |  |
| 52.204-16 | Commercial and Government Entity Code Reporting | JUL 2016 |  |
| 52.204-18 | Commercial and Government Entity Code Maintenance | JUL 2016 |  |
| 52.209-7 | Information Regarding Responsibility Matters | JUL 2013 |  |
| 52.212-1 | Instructions to Offerors--Commercial Items | OCT 2015 |  |
| 52.212-2 | Evaluation - Commercial Items | OCT 2014 |  |
| 52.212-4 | Contract Terms and Conditions--Commercial Items | MAY 2015 |  |
| 52.216-22 | Indefinite Quantity | OCT 1995 |  |
| 52.217-5 | Evaluation Of Options | JUL 1990 |  |
| 52.222-1 | Notice To The Government Of Labor Disputes | FEB 1997 |  |
| 52.222-41 | Service Contract Labor Standards | MAY 2014 |  |
| 52.223-2 | Affirmative Procurement of Biobased Products Under Service and Construction Contracts | SEP 2013 |  |
| 52.223-5 | Pollution Prevention and Right-to-Know Information | MAY 2011 |  |
| 52.223-6 | Drug-Free Workplace | MAY 2001 |  |
| 52.223-17 | Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts | MAY 2008 |  |
| 52.228-5 | Insurance - Work On A Government Installation | JAN 1997 |  |
| 52.232-18 | Availability Of Funds | APR 1984 |  |
| 52.237-1 | Site Visit | APR 1984 |  |
| 52.237-2 | Protection Of Government Buildings, Equipment, And Vegetation | APR 1984 |  |
| 52.237-3 | Continuity Of Services | JAN 1991 |  |
| 52.242-13 | Bankruptcy | JUL 1995 |  |
| 52.253-1 | Computer Generated Forms | JAN 1991 |  |
| 252.201-7000 | Contracting Officer's Representative | DEC 1991 |  |
| 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 |  |
| 252.203-7005 | Representation Relating to Compensation of Former DoD Officials | NOV 2011 |  |
| 252.204-7003 | Control Of Government Personnel Work Product | APR 1992 |  |
| 252.204-7004 Alt A | System for Award Management Alternate A | FEB 2014 |  |
| 252.204-7008 | Compliance With Safeguarding Covered Defense Information Controls | DEC 2015 |  |
| 252.204-7012 | Safeguarding Covered Defense Information and Cyber Incident Reporting. | DEC 2015 |  |
| 252.204-7015 | Notice of Authorized Disclosure of Information for Litigation Support | MAY 2016 |  |
| 252.209-7004 | Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism | OCT 2015 |  |
| 252.215-7008 | Only One Offer | OCT 2013 |  |
| 252.223-7006 | Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials | SEP 2014 |  |
| 252.223-7008 | Prohibition of Hexavalent Chromium | JUN 2013 |  |
| 252.225-7012 | Preference For Certain Domestic Commodities | AUG 2016 |  |
| 252.225-7048 | Export-Controlled Items | JUN 2013 |  |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports | JUN 2012 |  |
| 252.232-7006 | Wide Area WorkFlow Payment Instructions | MAY 2013 |  |
| 252.232-7010 | Levies on Contract Payments | DEC 2006 |  |
| 252.243-7001 | Pricing Of Contract Modifications | DEC 1991 |  |
| 252.243-7002 | Requests for Equitable Adjustment | DEC 2012 |  |
| 252.244-7000 | Subcontracts for Commercial Items | JUN 2013 |  |

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUL 2016)

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 located at <https://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (r) 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.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

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.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term

“successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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 (r) 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** |
| \_\_\_ | \_\_\_ |
| \_\_\_ | \_\_\_ |
| \_\_\_ | \_\_\_ |

(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) 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** |
| \_\_\_ | \_\_\_ |
| \_\_\_ | \_\_\_ |
| \_\_\_ | \_\_\_ |

[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** |
| \_\_\_ | \_\_\_ |
| \_\_\_ | \_\_\_ |
| \_\_\_ | \_\_\_ |

[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** |
| \_\_\_ | \_\_\_ |
| \_\_\_ | \_\_\_ |
| \_\_\_ | \_\_\_ |

[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 $3,500 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 appear 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](https://www.acquisition.gov/far/current/html/Subpart%2022_15.html#wp1088086)*(b)*.]

(1) *Listed end products*.

|  |  |
| --- | --- |
| **Listed End Product** | **Listed Countriesof 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](https://www.acquisition.gov/far/current/html/Subpart%2022_10.html#wp1105165)(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](https://www.acquisition.gov/far/current/html/Subpart%2022_10.html#wp1105165)(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](https://www.acquisition.gov/far/current/html/Subpart%2022_10.html#wp1105165)(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](https://www.acquisition.gov/far/current/html/Subpart%2022_10.html#wp1105165)(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. The Offeror represents that--

(i) It [ \_\_\_ ] is, [ \_\_\_ ] is not an inverted domestic corporation; and

(ii) It [ \_\_\_ ] is, [ \_\_\_ ] is not a subsidiary of an inverted domestic corporation.

(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)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by section 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

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

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

(2) The Offeror represents that--

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

(ii) It is [ \_\_\_ ] is not [ \_\_\_ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [ \_\_\_ ] is or [ \_\_\_ ] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated ``is'' in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: \_\_\_\_ (or mark ``Unknown'').

Predecessor legal name: \_\_\_\_.

(Do not use a ``doing business as'' name).

(End of provision)

**Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Jan 2017)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

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

*[Contracting Officer check as appropriate.]*

\_X\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

\_X\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

\_X\_\_ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved]

\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_X\_\_ (8) 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

\_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

\_\_\_ (10) [Reserved]

\_\_\_ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (Nov 2011) of 52.219-3.

\_\_\_ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (Jan 2011) of 52.219-4.

\_\_\_ (13) [Reserved]

\_X\_\_ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Nov 2011).

\_\_\_ (iii) Alternate II (Nov 2011).

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

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

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

\_X\_\_ (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (17) (i) 52.219-9, Small Business Subcontracting Plan (Nov 2016) (15 U.S.C. 637 (d)(4)).

\_\_\_ (ii) Alternate I (Nov 2016) of 52.219-9.

\_\_\_ (iii) Alternate II (Nov 2016) of 52.219-9.

\_\_\_ (iv) Alternate III (Nov 2016) of 52.219-9.

\_\_\_ (v) Alternate IV (Nov 2016) of 52.219-9.

\_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

\_X\_\_ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

\_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

\_X\_\_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

\_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

\_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

\_X\_\_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

\_X\_\_ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).

\_X\_\_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

\_X\_\_ (28) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

\_X\_\_ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

\_X\_\_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

\_X\_\_ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

\_X\_\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

\_X\_\_ (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).

\_X\_\_ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_ (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016). (Applies at $50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at $500,000 for solicitations and resultant contracts issued after April 24, 2017).

**Note to paragraph (b)(35):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

\_X\_\_ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

\_X\_\_ (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

\_\_\_ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).

\_\_\_ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

\_\_\_ (40) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514

\_\_\_ (ii) Alternate I (Oct 2015) of 52.223-13.

\_\_\_ (41) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.

\_X\_\_ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_ (43) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.

\_\_\_ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

\_\_\_ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

\_X\_\_ (46) 52.223-21, Foams (Jun 2016) (E.O. 13696).

\_\_\_ (47) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_\_ (48) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

**\_\_\_** (ii) Alternate I (May 2014) of 52.225-3.

\_\_\_ (iii) Alternate II (May 2014) of 52.225-3.

\_\_\_ (iv) Alternate III (May 2014) of 52.225-3.

\_X\_\_ (49) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

\_X\_\_ (50) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (51) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_ (52) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (53) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (54) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

\_\_\_ (55) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_X\_\_ (56) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (57) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (58) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

\_\_\_ (59) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (60) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

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

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

[*Contracting Officer check as appropriate*.]

\_X\_\_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)

X\_\_\_ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67*.*).

\_X\_\_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_X\_\_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).

\_\_\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

\_X\_\_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

\_X\_\_ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

\_\_\_ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

\_\_\_ (11) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

\_\_\_ (12) 52.237-11, Accepting and Dispensing of $1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (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 $700,000 ($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 (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(ix) 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.

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi) \_\_\_\_ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvi) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at $50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at $500,000 for solicitations and resultant contracts issued after April 24, 2017).

**Note to paragraph (e)(1)(xvi):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xvii) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

(xviii) 52.222-62, Paid sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xx) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxi) 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)

52.216-18 Ordering. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 Nov 2017 through 31 October 2022.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 Order Limitations. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $2,500.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of $700,000.00;

(2) Any order for a combination of items in excess of $1,700,00.00; or

(3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(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 calendar days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar 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 and 6 months.

(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, 7th Contracting Squadron, 381 Third Street, Dyess AFB,TX 79607.

(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)

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](http://www.whitehouse.gov/omb/circulars/a076/a76_rev2003.pdf) competition performance decisions).

(c) If resolution cannot be made by the contracting officer, concerned parties may contact the Center/MAJCOM or AFISRA ombudsmen, Air Force Installation Contracting Agency (AFICA)/KG (OL-Global Strike Command), 841 Fairchild Ave, Building 5571, Rm 327, Barksdale AFB, LA 71110, phone: (318) 456-6336, fax: (318) 456-7861, email: ig.afica\_kg.workflow@us.af.mil. Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/DRU/HQ AFICA/AFISRA/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.

5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODSs) (APR 2003)

(a) Unless the requiring activity has obtained prior Senior Acquisition Official (SAO) approval, contractors may not:

(1) Provide any service or product with any specification, standard, drawing, or other document that requires the use of a Class I ODS in the test, operation, or maintenance of any system, subsystem, item, component, or process; or

(2) Provide any specification, standard, drawing, or other document that establishes a test, operation, or maintenance requirement that can only be met by use of a Class I ODS.

[Note: This prohibition does not apply to manufacturing.]

(b) For the purposes of Air Force policy, the following products that are pure (i.e., they meet the relevant product specification identified in AFI 32-7086) are Class I ODSs:

(1) Halons: 1011, 1202, 1211, 1301, and 2402;

(2) Chlorofluorocarbons (CFCs): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC-213, CFC-214, CFC-215, CFC-216, and CFC-217, and the blends R-500, R-501, R-502, and R-503; and

(3) Carbon Tetrachloride, Methyl Chloroform, and Methyl Bromide.

[NOTE: Material that use one or more of these Class I ODSs as minor constituents do not meet the Air Force definition of a Class I ODS.]

(c) The requiring activity has obtained SAO approval to permit the contractor to use the following Class I ODS(s):

Class I ODS/ Application or Use/Quantity (lbs.) per contract period of performance

(d) The offeror/contractor is required to notify the contracting officer if any Class I ODS that is not specifically listed above is required in the test, operation, or maintenance of any system, subsystem, item, component, or process.

5352.223-9001 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.

5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (NOV 2012)

(a) 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.

(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or Security Forces for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver’s license, current vehicle registration, and valid vehicle insurance certificate to obtain a vehicle pass.

(c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-101, Integrated Defense, and AFI 31-501, Personnel Security Program Management citing the appropriate paragraphs as applicable.

(e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

(f) Failure to comply with these requirements may result in withholding of final payment.

ADDENDUM TO 52.212-1

THIS SECTION IS FOR SOLICITATION PURPOSES ONLY. THIS SECTION WILL BE PHYSICALLY REMOVED FROM ANY RESULTANT AWARD, BUT WILL BE DEEMED INCORPORATED BY REFERENCE.

Addendum to FAR 52.212-1 -- Instructions to Offerors -- Commercial Items (Oct 2015)

Tailoring of 52.212-1: FAR 52.212-1(c), Period for acceptance of offers, is amended to read 120 days versus 30 days. The offeror shall make a clear statement in Volume II that the offer is valid for 120 days after solicitation closing date.

**1. General Information**

1. Offer Detail: The offer shall be clear, concise, and shall include sufficient detail for effective

evaluation and for substantiating the validity of stated claims. The offer should not simply rephrase or restate the Government’s requirements, but rather shall provide convincing rationale to address how the offeror intends to meet the requirements. Offerors shall assume that the Government has no prior knowledge of their facilities and experience, and will base its evaluation on the information presented in the offer submitted.

1. The Government’s right to revision or amendment: The Government reserves the right to revise or amend the Performance Work Statement, Quality Assurance Plan, maps, or the solicitation prior to the proposal closing time. Such revisions or amendments, will be communicated by amendments to this Request for Proposal. If such amendments require material changes in quantities or prices, the proposal closing date may be postponed by enough days to enable offerors to revise their proposals. In such cases, the amendment will include an announcement of the new proposal closing date and time. Amendments will be posted on the Internet with the solicitation documents without notice. Offerors are responsible for accessing all amendments prior to proposal submission at [www.fbo.gov](http://www.fbo.gov).
2. Disposition of Offers: The Government will retain one copy of all unsuccessful offers IAW FAR

4.803(a)(10). Unless the offeror requests otherwise, the Government will destroy extra copies of unsuccessful offers.

1. Point of Contact: The Contracting Officer (CO) for this requirement is Mrs. M. Elizabeth (Liz) Walker. The point of contact (POC) for this requirement is TSgt Garry Conn. Offerors are required to submit questions to TSgt Garry Conn at [garry.conn@us.af.mil](mailto:sara.marron@us.af.mil) and Mrs. Liz Walker at [margaret.walker.1@us.af.mil](mailto:megan.carter.5@us.af.mil) no later than **3:00 P.M. CST**, **9 May 2017**. Questions will be answered and posted to FBO.gov no later than 3:00 P.M. CST, 12 May 2017. All correspondence sent via email shall contain a subject line that reads “FA4661-16-R-0003, Moving and Storage.”
2. Notification to Unsuccessful Offerors/Debriefings: The CO will notify unsuccessful offerors IAW

FAR 15.503 and conduct pre award/post award debriefings, if requested, IAW 15.505 and 15.506.

1. Discrepancies: Offers must conform to all of the requirements of the solicitation. If an Offeror

believes that any part of the solicitation including, but not limited to, the requirements in these instructions contains an error, omission, or are otherwise unsound, the offeror shall immediately notify the POC and the CO in writing.

1. The offeror is reminded that the Government reserves the right to award this effort based on the initial offer as received without discussion. The Government reserves the right to conduct discussions if determined necessary by the CO.

**2. Offer Format and Organization**

a. To assure timely and equitable evaluation of offers, offerors must follow the instructions contained herein. Offerors are required to meet all solicitation requirements, including terms and conditions, and representations and certifications, in addition to those identified as evaluation factors. Failure to furnish a complete proposal may result in the proposal being determined incomplete by the Government. Proposals shall be submitted by the due date and time provided in SF 1449 block 8.

b. The offer shall consist of three separate volumes as specified in the Offer Format and Organization Table below. The volume numbers, titles, contents and page limits shall be as specified in the table below. Pricing information shall be addressed only in Volume II. The Government shall remove and discard any pages from any other volume that contains pricing data and the information on those pages will not be evaluated.

**Offer Format and Organization Table**

|  |  |  |  |
| --- | --- | --- | --- |
| **VOLUME** | **VOLUME TITLE** | **ELECTRONIC COPIES** | **PAGE LIMIT** |
| I | Price and Offer Documentation | See Paragraph c below | N/A |
| II | Technical | See Paragraph c below | 15 |
| III | Past Performance | See Paragraph c below | 10 |

1. Electronic Copies: Proposals shall be submitted in a digital format in one original copy and one

redacted copy to arrive by the date and time specified in the solicitation. **Only electronic/digital copies of proposals will be accepted.** Faxed, hand carried, or mailed proposals will NOT be accepted. Send electronic copies of each volume via email to **TSgt Garry Conn** at [**garry.conn@us.af.mil**](mailto:garry.conn@us.af.mil) AND to **Liz Walker** at [**margaret.walker.1@us.af.mil**](mailto:margaret.walker.1@us.af.mil) by the date and time specified in Block 8 of the SF 1449. For Volume I, submit as PDF documents and Microsoft Excel (if spreadsheets are necessary for proposal). For Volume III, limit no more than two pages per contract listed and ten pages total. Only references for same or similar type contracts are desired.

1. Page Limitations: Page limitations shall be treated as maximums. Only the pages up to the maximum

will be evaluated. Extra pages will be disregarded. Pages NOT included in the page count: Cover sheets, title pages, glossaries, and table of contents.

1. Page Size and Format:
2. Page size shall be 8.5 x 11 inches except for those detailed in 3(f)(2) below. Pages shall be single

spaced. Except for the reproduced sections of the solicitation document, the text size shall be no less than the equivalent of Times New Roman, font size 12. Margins shall be 1 inch on all four sides. Pages in each volume shall be numbered sequentially by volume, i.e. I-1, I-2, etc.

1. Legible tables, charts, graphs, and figures shall be used wherever practical to depict organizations,

implementation schedules, plans, etc. These displays shall be uncomplicated, legible, and shall not exceed 11 x 17 inches in size. 11 x 17 pages may only be used for large tables, charts, graphs, diagrams, and schematic – NOT for pages of text.

1. Cover Sheets: Each volume shall include a cover sheet with the following information:
2. Volume number
3. Copy number
4. Solicitation number
5. Name, address, email, and telephone number of the offeror, DUNS and CAGE numbers
6. Volume I cover sheet shall include a statement that the offer and prices will remain in effect for 120 days after the solicitation closing date.

**3. Evaluation Factors and Offer Volume Content**

**a. Volume I – Price and Offer Documentation**

1. Standard Form (SF) 1449: Complete blocks 12, 17a, and 30a, b, and c of the SF1449. In

doing so, the offeror accedes to the contract terms and conditions as written in the solicitation, with attachments. The solicitation constitutes the model contract.

1. Services and Prices/Costs (Continuation of Blocks 19 through 24 of SF1449 and Pricing

Exhibit titled “Attch G3 CDRL List 26 Apr 17” attached to this Solicitation): Insert proposed unit and extended prices in the Pricing Schedule for each Contract Line Item Number (CLIN). The extended amount must equal the whole dollar unit price multiplied by the number of units. The proposal must be submitted for the base year and all option periods. In addition to the SF1449, complete and return the attached Offeror Pricing Schedule (Attachment 4)

1. Complete the necessary fill-ins and certifications in provisions. Complete the required Representation and Certifications or indicate if the information is contained in the System for Award Management (SAM) located at https://www.sam.gov.

**b. Volume II – Technical:** An evaluation of technical acceptability of each offeror's technical capabilityproposal shall be made.The contracting officer may conduct discussions, request clarifications, and/or have communications with offerors to determine technical acceptability of their proposal IAW the solicitation requirements.

1) Specificity and completeness: The technical offer should be specific and complete. Legibility, clarity, and coherence are important. Responses to the technical factor and subfactors will be evaluated IAW the addendum to the solicitation titled Evaluation Factors. All the requirements specified in the solicitation are mandatory.

2) Content:

Subfactor A: Facility Inspection. The offeror’s facility shall be inspected in accordance with Attachment 5, DD Form 1811 – *Pre-Award Survey of Contractor’s/Carrier’s Facilities and Equipment* and Attachment 6, Defense Transportation Regulation – Part IV, Appendix D*, Pre-Award Survey Guidelines*. The high-lighted portions of the attached DD Form 1811 will be filled out by the offeror and submitted with the offeror’s proposal.

Subfactor B: Staffing Plan. The offeror shall describe the criteria applied in selecting supervisory staff for this contract and recruiting procedures of the initial staff and subsequent replacements as turnovers occur throughout the contract period. Discuss experience in attracting and retaining qualified key personnel, technical, administrative, and labor support staff. Indicate the number of personnel projected for employment during the high and low periods of the year for military relocations.

**c. Volume III – Past Performance**

1) The Government will consider offerors’ past performance references of other recent and relevant efforts they have recently performed in conjunction with other information available to the Government (i.e. Past Performance Information Retrieval System (PPIRS)).

2) Recency. Past performance will be considered recent if the periods of performance are within the last five calendar years from the issue of this solicitation.

3) Relevancy. Past performance will be considered relevant if the offeror can show a minimum of 100 moves conducted in a year and/or 75,000 pounds moved in a year.

4) Submit a list of no more than five recent and relevant efforts performed for Federal agencies or commercial customers as a prime contractor. The efforts shall demonstrate the ability to successfully perform the scope and magnitude of the requirements as described in the PWS for this solicitation. Any past performance references in excess of the first five submitted will not be evaluated.

For each project/contract provided, include the following information:

a) The customer’s name, address, phone number, email address, company name (or Government Entity).

b) Contract/order start date.

c) Contract/order completion date.

d) Total dollar value (original and final)

e) A detailed description of the services rendered.

f) A discussion of any operational, administrative related issues, and corrective measures that were taken by the contractor.

g) Current Point of Contact (preferably the Program Manager or Contract Manager)

Attachment 7 – Past Performance Questionnaire. Questionnaires should be sent to the contract POC identified in the Past Performance Volume. Each reference must complete the questionnaire and email in PDF format to TSgt Garry Conn at [garry.conn@us.af.mil](mailto:garry.conn@us.af.mil) and Mrs. Liz Walker at [margaret.walker.1@us.af.mil](mailto:megan.carter.5@us.af.mil) by the due date specified in Block 8 of the SF 1449. The Offeror shall ensure that all questionnaires are completed and returned to the Government on or before the proposal due date.

The Government is not required to contact all references provided by the Offeror. References other than those identified by the Offeror may be contacted by the Government to obtain additional information that will be used in the evaluation of the Offeror’s past performance. The Government reserves the right to obtain past performance information from established systems such as FAPIIS, PPIRS, eSRS or other databases; and may be obtained from other sources available to the Government such as DCMA.

(End of Addendum)

ADDENDUM TO 52.212-2

THIS SECTION IS FOR SOLICITATION PURPOSES ONLY. THIS SECTION WILL BE PHYSICALLY REMOVED FROM ANY RESULTANT AWARD, BUT WILL BE DEEMED INCORPORATED BY REFERENCE.

The Government will award one contract for the Moving and Storage requirement 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:

(1) Price

(2) Technical (Acceptable/Unacceptable for each subfactor)

Subfactor 1: Facility Inspection

Subfactor 2: Staffing Plan

(3) Past Performance (Acceptable/Unacceptable)

Options. The Government will evaluate offers for award purposes by adding the total price for all options (including the optional six-month extension) to the total price for the basic requirement to calculate the total evaluated price. The Government may determine that an offer is unacceptable if the option prices and/or CLINs are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise those options in the future.

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.

**Addendum to 52.212-2**

Evaluation Basis for Award

**1. Basis for Contract Award.**

This acquisition will utilize the Lowest Price Technically Acceptable (LPTA) source selection process in accordance with FAR Part 15, the DoD Source Selection Procedures dated 31 Mar 16 and applicable Air Force supplements to ensure the Government obtains the best value. By submission of an offer, the Offeror consents to all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements. Failure to meet a requirement may result in an offer being determined unacceptable. The Government intends to award one contract to the offeror who is deemed responsible in accordance with FAR Part 9, whose proposal conforms to the solicitation requirements, is the lowest evaluated price with an “Acceptable” rating in all technical subfactors and the past performance factor. The LPTA process does not permit tradeoffs between price and non-price factors.

The Government seeks to award to the Offeror who, in the Government’s estimation, provides the greatest overall benefit in response to the solicitation. The evaluation process shall proceed as follows:

1. Proposals will be examined for completeness as specified in the Addendum to FAR 52.212-1, *Instructions to Offerors*.
2. Complete proposals will then be ranked from lowest to highest Total Evaluated Price (TEP). The TEP will be determined by adding the base period, all option periods and the FAR 52.217-8 six month extension option. Evaluation of options shall not obligate the Government to exercise such options.
3. The three lowest priced, complete proposals will be evaluated for technical acceptability. If the three lowest priced offers are not found technically acceptable, then the next lowest priced, complete offer will be evaluated. This process will continue until an offer is found technically acceptable or until all offers have been evaluated.
4. Concurrent with the Technical Evaluation Team’s evaluation, the three lowest priced, complete proposals, will then be evaluated for acceptable past performance. If the three lowest priced offers are found to have unacceptable past performance, then the next lowest priced, complete, offer will be evaluated. This process will continue until an offer is found to have acceptable past performance or until all offers have been evaluated.
5. The Contracting Officer will make a determination of responsibility prior to award IAW FAR Part

9. All information available through FAPIIS with regard to the offeror as well as other past performance information on the offeror will be considered before award IAW FAR Part 9.104-6.

It is the Government’s intention to award without discussions (except clarifications as described in FAR 15.306(a)) with respective offerors. Therefore, the offeror’s initial proposal should contain the offeror’s best terms from a cost and price standpoint. The Government reserves the right to conduct discussions if determined to be in its best interest.

**2. Evaluation Factors for Award**

The award decision will be made on the Lowest Price Technically Acceptable basis. In order to be eligible for award, offerors are required to meet all solicitation requirements, such as terms and conditions; representations and certifications; evaluation factor requirements; and be deemed responsible in accordance with FAR Part 9. If an offeror fails to meet all solicitation requirements, the Government may not make an award to that offeror.

Three evaluation factors will be used to evaluate proposal: Price, Technical, and Past Performance – past performance and technical are approximately equal to price. There are two subfactors under the Technical factor. They are A) Facility Inspection and B) Staffing Plan. All subfactors are equal in importance in regard to technical acceptability.

**a. Factor 1: Price**

Price will be evaluated using techniques established in FAR 15.404-1 to ensure the Government receives a fair, reasonable and balance price. The Government will evaluate offers for award purposes by adding the total price for all CLINs to include the base period, all option periods, and 50% of the last option period to evaluate the option to extend services per FAR 52.217-8. This will constitute the Total Evaluated Price (TEP). The FAR 52.217-8 clause allows for up to an additional 6 months of continued contract performance if required. Offerors shall not include pricing in their proposal for this clause. Evaluation of options shall not obligate the Government to exercise such options.

Price proposals will also be analyzed to identify any potential unbalanced pricing IAW FAR 15.404-1(g). The Government may determine that an offer is unacceptable if the CLIN prices for the base period and all options are significantly unbalanced. Any offer, which appears to be unbalanced, may be rejected.

**b. Factor 2: Technical**

The technical rating reflects the degree to which the offeror’s proposal meets or does not meet the Government’s minimum performance or capability requirements. The focus is on the ability of the offeror’s proposal to meet the minimum requirements of the PWS. Technical proposals will be assessed a rating of "Acceptable" or "Unacceptable" at the subfactor level IAW Table C-1 of the DoD Source Selection Procedures effective 31 Mar 2016; an overall factor level rating will not be assigned. To be eligible for award, offerors are required to receive an “Acceptable” rating in each technical subfactor. Proposals that exceed the evaluation criteria will not receive higher ratings.

|  |  |
| --- | --- |
| Table C-1: Technical Acceptable/Unacceptable Ratings | |
| Rating | Description |
| Acceptable | Proposal meets requirements and indicates an adequate approach and understanding of the requirement. |
| Unacceptable | Proposal does not meet requirements and does not indicate an adequate approach and understanding of the requirement. |

Proposal must clearly demonstrate that the offeror is capable of meeting all the performance standards specified in the Performance Work Statement (PWS).

Subfactor A: Facility Inspection

Description: This element will evaluate the offeror’s facility in accordance with Attachment 5, DD Form 1811 – *Pre-Award Survey of Contractor’s/Carrier’s Facilities and Equipment*, and Attachment 6, Defense Transportation Regulation – Part IV, Appendix D*, Pre-Award Survey Guidelines*.

Measure of Merit: This subfactor is met when the offeror completes the high-lighted portions of the attached DD Form 1181 with the proposal, and the offeror’s facility and equipment is determined to meet the minimum requirements IAW Defense Transportation Regulation – Part IV, Appendix D*, Pre-Award Survey Guidelines* (Attachment 6).

Subfactor B: Staffing Plan

Description: This subfactor evaluates how the contractor identifies the method for hiring and retaining skilled manpower.

Measure of Merit: This subfactor is met when the offeror’s proposed staffing plan provides adequate manning and supervision addressing all aspects of the PWS in order to successfully accomplish mission requirements.

* Proposal provides manning charts that outlines sufficient manning levels, labor categories (both full and part-time positions, and number of personnel per labor category.

**c. Factor 3: Past Performance**

Past performance shall be evaluated in accordance with FAR 15.305 and DFARS 215.305. The Government will evaluate this factor to assess the offeror’s probability of successfully performing as proposed based on the offeror’s demonstrated record of performance.

Sources of Past Performance Information for Evaluation. Past performance data may be obtained through sources such as the Past Performance Information Retrieval System (PPIRS), questionnaires tailored to the circumstances of the acquisition, through Defense Contract Management Agency (DCMA) channels, interviews with program managers and COs, or other sources known to the Government. Data from previous source selections or contractor capability assessments may be used if the data is recent and relevant. The past performance evaluation board will review the past performance information and determine the quality of the product or service provided as it applies to the performance assessment. While the Government may elect to consider data obtained from other sources, the burden of demonstrating relevancy and providing current, accurate, and complete performance information rests solely with the offeror. The Government is not bound by the offeror’s opinion of relevancy.

Recency. Past performance will first be evaluated for recency. Efforts will be considered recent if the period of performance occurred within five calendar years of the solicitation issuance date. Past performance deemed recent will then be evaluated for relevancy.

Relevancy. Efforts will be considered relevant if the offeror performed at least 100 moves in a year **and/or** moved at least 75,000 pounds in a year. Efforts shall be consistent with the same scope and magnitude/complexity this solicitation requires. The Government will evaluate the contractor’s performance on completed and ongoing projects that are similar to the requirements specified in the PWS. In evaluating relevancy, the Government will assign a rating of “Relevant” or “Not Relevant.”

Past performance considered recent and relevant shall then be evaluated on an acceptable/unacceptable basis at the overall factor level using the ratings shown below as outlined in the DoD Source Selection Procedures, Table C-2.

|  |  |
| --- | --- |
| Table C-2: PAST PEFORMANCE EVALUATION RATINGS | |
| Rating | Description |
| Acceptable | Based on the offeror’s performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror’s performance record is unknown. |
| Unacceptable | Based on the offeror’s performance record, the Government does not have a reasonable expectation that the offeror will be able to successfully perform the required effort. |

An Offeror without a record of relevant past performance or if information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorably or unfavorably on past performance. Therefore, the Offeror shall be determined to have unknown (neutral) past performance. A neutral rating shall be considered “acceptable.”

When a relevant performance record indicates performance problems, the Government will consider the number and severity of the problems and the appropriateness and effectiveness of any corrective actions taken (not just planned or promised). The Government may review more recent contracts or performance evaluations to ensure corrective actions have been implemented and to evaluate their effectiveness.

The offeror is allowed to provide a rebuttal to unfavorable past performance information if it did not do so on the original report or form. The offeror shall limit this rebuttal to addressing the specific negative comments. The offeror shall clearly distinguish between any rebuttal already provided on a form or report and those rebuttals provided specifically for the purpose of this proposal.

(End of Addendum)

WAGE DETERMINATION WD 94-07601

WD 94-0761 (Rev.-38) was first posted on www.wdol.gov on 10/25/2016

FL/HH/MS

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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION

| WASHINGTON, D.C. 20210

|

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Daniel W. Simms Division of Wage | Wage Determination No: 1994-0761

Director Determinations | Revision No: 38

| Date Of Revision: 10/19/2016

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Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for

calendar year 2016 applies to all contracts subject to the Service Contract Act

for which the solicitation was 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 $10.15 per hour (or

the applicable wage rate listed on this wage determination, if it is higher) for

all hours spent performing on the contract in calendar year 2016. 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.

States: New Mexico, Oklahoma, Texas

Area: New Mexico Counties of Curry, Lea, Quay, Roosevelt, Union

Oklahoma Counties of Beaver, Cimarron, Texas

Texas Counties of Andrews, Armstrong, Bailey, Borden, Brewster, Briscoe, Brown,

Callahan, Carson, Castro, Childress, Cochran, Coke, Coleman, Collingsworth,

Comanche, Concho, Cottle, Crane, Crockett, Crosby, Dallam, Dawson, Deaf Smith,

Dickens, Donley, Eastland, Ector, Fisher, Floyd, Foard, Gaines, Garza,

Glasscock, Gray, Hale, Hall, Hansford, Hardeman, Hartley, Haskell, Hemphill,

Hockley, Howard, Hutchinson, Irion, Jeff Davis, Jones, Kent, Kimble, King, Knox,

Lamb, Lipscomb, Loving, Lubbock, Lynn, Martin, McCulloch, Menard, Midland,

Mitchell, Moore, Motley, Nolan, Ochiltree, Oldham, Parmer, Pecos, Potter,

Presidio, Randall, Reagan, Reeves, Roberts, Runnels, Schleicher, Scurry,

Shackelford, Sherman, Stephens, Sterling, Stonewall, Sutton, Swisher, Taylor,

Terrell, Terry, Throckmorton, Tom Green, Upton, Ward, Wheeler, Winkler, Yoakum,

Young

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

OCCUPATION CODE - TITLE FOOTNOTE RATE

Food & Lodging:

07041 - Cook I 9.77

07042 - Cook II 11.32

07070 - Dishwasher 8.05

07130 - Food Service Worker 8.46

07260 - Waiter/Waitress 8.05

11060 - Elevator Operator 8.05

11210 - Laborer, Grounds Maintenance 8.46

11240 - Maid or Houseman 8.46

99030 - Cashier 8.46

99050 - Desk Clerk (see 1) 8.46

Halfway House & Residential Community Treatment:

01011 - Accounting Clerk I 10.32

01012 - Accounting Clerk II 11.25

01111 - General Clerk I 9.45

01311 - Secretary I 12.22

01611 - Word Processor I 9.45

07041 - Cook I 9.77

07042 - Cook II 11.32

07070 - Dishwasher 8.05

07130 - Food Service Worker 8.46

11150 - Janitor 8.46

11210 - Laborer, Grounds Maintenance 8.46

11240 - Maid or Houseman 8.46

23370 - General Maintenance Worker 10.29

27101 - Guard I 9.64

27102 - Guard II 10.39

99050 - Desk Clerk (see 1) 9.45

Moving & Storage:

21020 - Forklift Operator 9.77

21050 - Material Handling Laborer 8.87

21110 - Shipping Packer 9.77

21410 - Warehouse Specialist 9.77

31361 - Truckdriver, Light 9.77

31362 - Truckdriver, Medium 10.29

31363 - Truckdriver, Heavy 10.79

31364 - Truckdriver, Tractor-Trailer 11.32

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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 8 years, and 4 weeks after 15 years. Length of service

includes the whole span of continuous service with the present contractor or

successor, wherever employed, and with the predecessor contractors in the

performance of similar work at the same Federal facility. (See 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) Rates are applicable only under the appropriate occupational category.

\*\* 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.

\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\*

Under the policy and guidance contained in All Agency Memorandum No. 159, the

Wage and Hour Division does not recognize, for section 4(c) purposes,

prospective wage rates and fringe benefit provisions that are effective only

upon such contingencies as "approval of Wage and Hour, issuance of a wage

determination, incorporation of the wage determination in the contract,

adjusting the contract price, etc." (The relevant CBA section) in the collective

bargaining agreement between (the parties) contains contingency language that

Wage and Hour does not recognize as reflecting "arm's length negotiation" under

section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage

determination therefore reflects the actual CBA wage rates and fringe benefits

paid under the predecessor contract.

\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\*

The duties of employees under job titles listed are those described in the

"Service Contract Act Directory of Occupations", Fifth Edition (Revision 1),

dated September 2015, unless otherwise indicated.

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 (See 29 CFR 4.6(b)(2)(i)). Such conforming

procedures shall be initiated by the contractor prior to the performance of

contract work by such unlisted class(es) of employees (See 29 CFR

4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of

conformed classification, wage rate, and/or fringe benefits which shall be

retroactive to the commencement date of the contract (See 29 CFR

4.6(b)(2)(iv)(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 the 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, U.S. Department of Labor, for review (See 29 CFR

4.6(b)(2)(ii)).

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 ensure

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.

LIST OF ATTACHMENTS

List of Attachments:

1. PWS\_new, dated 28 Jul 15.

2. Attch G1 Figures, dated 21 Sep 12.

3. Attch G2 Pubs & Stds, dated 13 Feb 13.

4. Attch G3 CDRL List, dated 26 Apr 17.

5. Attch G4 Definitions, dated 22 Seo 14.

6. Attch G5 Acronyms, dated 24 Oct 14.

7. Attch G6 DPM Claims, dated 21 Sep 12.

8. Appendix R, dated 12 Aug 13.

9. DD1811 Pre Award Survey.

10. Pre-Award Survey Guidelines.

11. Past Performance Questionnaire.

12. QASP.