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PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA – FAR (48 CFR) 53.212

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 71	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	COMPUTER AIDED DISPATCH BASE PERIOD FFP THE CONTRACTOR SHALL PROVIDE ALL LABOR, TRANSPORTATION, EQUIPMENT, MATERIALS, SUPERVISION, AND OTHER ITEMS OR SERVICES NECESSARY TO PERFORM COMPUTER AIDED DISPATCH SERVICES FOR FORT HUNTER LIGGETT; IN ACCORDANCE WITH THE PERFORMANCE WORK STATEMENT, AND THE TERMS AND CONDITIONS OF THE SOLICITATION AND RESULTANT CONTRACT. THE CONTRACTOR WILL FURNISH ALL SUPPLIES NECESSARY TO FULFILL THE PERFORMANCE WORK STATEMENT. FOB: Destination PURCHASE REQUEST NUMBER: 0010985893-0002	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	CONTRACTOR MANPOWER REPORTING FFP THE CONTRACTOR SHALL REPORT ALL CONTRACTOR MANPOWER REQUIRED FOR PERFORMANCE OF THIS CONTRACT. IF NEEDED, PLEASE REFER TO THE CMR USERS GUIDE AT THE WEBSITE PROVIDED IN THE PWS, TO ASSESS THE LEVEL OF EFFORT THAT WILL BE REQUIRED TO COMPLY WITH THIS REQUIREMENT. REPORTING MUST OCCUR BY OCT 31 FOR ALL CONTRACTS THAT WERE MODIFIED OR CREATED DURING THE JUST COMPLETED FISCAL YEAR (OCT 1 TO SEP 30). IF CONTRACT PERFORMANCE IS COMPLETED BEFORE SEP 30 OF A FISCAL YEAR, THE DATA MAY BE ENTERED UPON CONTRACT COMPLETION RATHER THAN WAITING FOR THE END OF THE FISCAL YEAR. INVOICE FOR THIS CLIN SHALL NOT BE SUBMITTED FOR PAYMENT UNTIL COMPLETION OF REPORTING AS INDICATED. IF NO DIRECT COST IS ASSOCIATED WITH PROVIDING THE DATA, ENTER "NO COST". FOB: Destination PURCHASE REQUEST NUMBER: 0010985893-0002	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		1	Each		
OPTION	COMPUTER AIDED DISPATCH OPTION PERIOD 1 FFP THE CONTRACTOR SHALL PROVIDE ALL LABOR, TRANSPORTATION, EQUIPMENT, MATERIALS, SUPERVISION, AND OTHER ITEMS OR SERVICES NECESSARY TO PERFORM COMPUTER AIDED DISPATCH SERVICES FOR FORT HUNTER LIGGETT; IN ACCORDANCE WITH THE PERFORMANCE WORK STATEMENT, AND THE TERMS AND CONDITIONS OF THE SOLICITATION AND RESULTANT CONTRACT. THE CONTRACTOR WILL FURNISH ALL SUPPLIES NECESSARY TO FULFILL THE PERFORMANCE WORK STATEMENT. FOB: Destination PURCHASE REQUEST NUMBER: 0010985893-0002				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002		1	Each		
OPTION	CONTRACTOR MANPOWER REPORTING FFP THE CONTRACTOR SHALL REPORT ALL CONTRACTOR MANPOWER REQUIRED FOR PERFORMANCE OF THIS CONTRACT. IF NEEDED, PLEASE REFER TO THE CMR USERS GUIDE AT THE WEBSITE PROVIDED IN THE PWS, TO ASSESS THE LEVEL OF EFFORT THAT WILL BE REQUIRED TO COMPLY WITH THIS REQUIREMENT. REPORTING MUST OCCUR BY OCT 31 FOR ALL CONTRACTS THAT WERE MODIFIED OR CREATED DURING THE JUST COMPLETED FISCAL YEAR (OCT 1 TO SEP 30). IF CONTRACT PERFORMANCE IS COMPLETED BEFORE SEP 30 OF A FISCAL YEAR, THE DATA MAY BE ENTERED UPON CONTRACT COMPLETION RATHER THAN WAITING FOR THE END OF THE FISCAL YEAR. INVOICE FOR THIS CLIN SHALL NOT BE SUBMITTED FOR PAYMENT UNTIL COMPLETION OF REPORTING AS INDICATED. IF NO DIRECT COST IS ASSOCIATED WITH PROVIDING THE DATA, ENTER "NO COST". FOB: Destination PURCHASE REQUEST NUMBER: 0010985893-0002				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		1	Each		
OPTION	COMPUTER AIDED DISPATCH OPTION PERIOD 2 FFP THE CONTRACTOR SHALL PROVIDE ALL LABOR, TRANSPORTATION, EQUIPMENT, MATERIALS, SUPERVISION, AND OTHER ITEMS OR SERVICES NECESSARY TO PERFORM COMPUTER AIDED DISPATCH SERVICES FOR FORT HUNTER LIGGETT; IN ACCORDANCE WITH THE PERFORMANCE WORK STATEMENT, AND THE TERMS AND CONDITIONS OF THE SOLICITATION AND RESULTANT CONTRACT. THE CONTRACTOR WILL FURNISH ALL SUPPLIES NECESSARY TO FULFILL THE PERFORMANCE WORK STATEMENT. FOB: Destination PURCHASE REQUEST NUMBER: 0010985893-0002				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002		1	Each		
OPTION	CONTRACTOR MANPOWER REPORTING FFP THE CONTRACTOR SHALL REPORT ALL CONTRACTOR MANPOWER REQUIRED FOR PERFORMANCE OF THIS CONTRACT. IF NEEDED, PLEASE REFER TO THE CMR USERS GUIDE AT THE WEBSITE PROVIDED IN THE PWS, TO ASSESS THE LEVEL OF EFFORT THAT WILL BE REQUIRED TO COMPLY WITH THIS REQUIREMENT. REPORTING MUST OCCUR BY OCT 31 FOR ALL CONTRACTS THAT WERE MODIFIED OR CREATED DURING THE JUST COMPLETED FISCAL YEAR (OCT 1 TO SEP 30). IF CONTRACT PERFORMANCE IS COMPLETED BEFORE SEP 30 OF A FISCAL YEAR, THE DATA MAY BE ENTERED UPON CONTRACT COMPLETION RATHER THAN WAITING FOR THE END OF THE FISCAL YEAR. INVOICE FOR THIS CLIN SHALL NOT BE SUBMITTED FOR PAYMENT UNTIL COMPLETION OF REPORTING AS INDICATED. IF NO DIRECT COST IS ASSOCIATED WITH PROVIDING THE DATA, ENTER "NO COST". FOB: Destination PURCHASE REQUEST NUMBER: 0010985893-0002				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		1	Each		
OPTION	COMPUTER AIDED DISPATCH OPTION PERIOD 3 FFP THE CONTRACTOR SHALL PROVIDE ALL LABOR, TRANSPORTATION, EQUIPMENT, MATERIALS, SUPERVISION, AND OTHER ITEMS OR SERVICES NECESSARY TO PERFORM COMPUTER AIDED DISPATCH SERVICES FOR FORT HUNTER LIGGETT; IN ACCORDANCE WITH THE PERFORMANCE WORK STATEMENT, AND THE TERMS AND CONDITIONS OF THE SOLICITATION AND RESULTANT CONTRACT. THE CONTRACTOR WILL FURNISH ALL SUPPLIES NECESSARY TO FULFILL THE PERFORMANCE WORK STATEMENT. FOB: Destination PURCHASE REQUEST NUMBER: 0010985893-0002				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002		1	Each		
OPTION	CONTRACTOR MANPOWER REPORTING FFP THE CONTRACTOR SHALL REPORT ALL CONTRACTOR MANPOWER REQUIRED FOR PERFORMANCE OF THIS CONTRACT. IF NEEDED, PLEASE REFER TO THE CMR USERS GUIDE AT THE WEBSITE PROVIDED IN THE PWS, TO ASSESS THE LEVEL OF EFFORT THAT WILL BE REQUIRED TO COMPLY WITH THIS REQUIREMENT. REPORTING MUST OCCUR BY OCT 31 FOR ALL CONTRACTS THAT WERE MODIFIED OR CREATED DURING THE JUST COMPLETED FISCAL YEAR (OCT 1 TO SEP 30). IF CONTRACT PERFORMANCE IS COMPLETED BEFORE SEP 30 OF A FISCAL YEAR, THE DATA MAY BE ENTERED UPON CONTRACT COMPLETION RATHER THAN WAITING FOR THE END OF THE FISCAL YEAR. INVOICE FOR THIS CLIN SHALL NOT BE SUBMITTED FOR PAYMENT UNTIL COMPLETION OF REPORTING AS INDICATED. IF NO DIRECT COST IS ASSOCIATED WITH PROVIDING THE DATA, ENTER "NO COST". FOB: Destination PURCHASE REQUEST NUMBER: 0010985893-0002				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		1	Each		
OPTION	COMPUTER AIDED DISPATCH OPTION PERIOD 4 FFP THE CONTRACTOR SHALL PROVIDE ALL LABOR, TRANSPORTATION, EQUIPMENT, MATERIALS, SUPERVISION, AND OTHER ITEMS OR SERVICES NECESSARY TO PERFORM COMPUTER AIDED DISPATCH SERVICES FOR FORT HUNTER LIGGETT; IN ACCORDANCE WITH THE PERFORMANCE WORK STATEMENT, AND THE TERMS AND CONDITIONS OF THE SOLICITATION AND RESULTANT CONTRACT. THE CONTRACTOR WILL FURNISH ALL SUPPLIES NECESSARY TO FULFILL THE PERFORMANCE WORK STATEMENT. FOB: Destination PURCHASE REQUEST NUMBER: 0010985893-0002				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002		1	Each		
OPTION	<p>CONTRACTOR MANPOWER REPORTING</p> <p>FFP</p> <p>THE CONTRACTOR SHALL REPORT ALL CONTRACTOR MANPOWER REQUIRED FOR PERFORMANCE OF THIS CONTRACT. IF NEEDED, PLEASE REFER TO THE CMR USERS GUIDE AT THE WEBSITE PROVIDED IN THE PWS, TO ASSESS THE LEVEL OF EFFORT THAT WILL BE REQUIRED TO COMPLY WITH THIS REQUIREMENT. REPORTING MUST OCCUR BY OCT 31 FOR ALL CONTRACTS THAT WERE MODIFIED OR CREATED DURING THE JUST COMPLETED FISCAL YEAR (OCT 1 TO SEP 30). IF CONTRACT PERFORMANCE IS COMPLETED BEFORE SEP 30 OF A FISCAL YEAR, THE DATA MAY BE ENTERED UPON CONTRACT COMPLETION RATHER THAN WAITING FOR THE END OF THE FISCAL YEAR. INVOICE FOR THIS CLIN SHALL NOT BE SUBMITTED FOR PAYMENT UNTIL COMPLETION OF REPORTING AS INDICATED.</p> <p>IF NO DIRECT COST IS ASSOCIATED WITH PROVIDING THE DATA, ENTER "NO COST".</p> <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: 0010985893-0002</p>				

NET AMT

SUPPLEMENTAL INFORMATION

1. Non-Personal Service: Contractor to provide all labor, transportation, equipment, materials, supervision and other items or services necessary to perform Computer Aided Dispatch Services for Fort Hunter Liggett; in accordance with the performance work statement and the terms and conditions of the solicitation and resultant contract. The contractor will furnish all supplies necessary to fulfill the Performance Work Statement. The period of performance is 01 July 2017 (or subsequent date) through 30 June 2018 with four (4) one year options.
2. ALL DISCOURSE CONCERNING THIS SOLICITATION AND ITS REQUIREMENT SHALL BE DIRECTED TO THE FORT MCCOY CONTRACTING OFFICE. ANY REMARKS, EXPLANATIONS, OR ANSWERS PROVIDED BY ANY OTHER GOVERNMENT REPRESENTATIVE SHALL NOT CHANGE OR QUALIFY ANY OF THE TERMS OR CONDITIONS OF THE SOLICITATION. THE SOLICITATION SHALL ONLY BE CHANGED BY A WRITTEN AMENDMENT ISSUED BY THE FORT MCCOY CONTRACTING OFFICE.
3. ABILITYONE DESIGNATED ITEMS: In accordance with 52.208-9, contractors are referred to the web site of the Committee for Purchase from People Who Are Blind or Severely Disabled, the independent federal agency that administers the AbilityOne (formerly Javits-Wagner-O'Day or JWOD) Program for the lists of designated products and services http://abilityone.org/work_with_us/procurement.html.
4. This procurement is Set Aside as Unrestricted under the NAICS Code 922190 (Other Justice, Public Order and Safety Activities).

5. Quotes, to include a signed copy of the Solicitation (SF 1449), shall be submitted via EMAIL to shannon.g.wamsley.civ@mail.mil.
6. Quotes are due to the Government on or before the time listed above in CENTRAL TIME.
7. PERIOD FOR ACCEPTANCE OF OFFERS. The offeror agrees to hold the prices in its offer firm for 90 calendar days from the date specified for receipt of offers.
8. CONTRACTING OFFICER'S REPRESENTATIVE (COR): To Be Determined at the time of Award.
9. CONTRACT ADMINISTRATOR: To Be Determined at the time of Award.
10. CONTRACTING OFFICER: To Be Determined at the time of Award.
11. If you have questions pertaining to this contract after contract award (i.e. questions regarding delivery, invoice procedures, etc.), please request assistance from the Contract Administrator. Be sure to include the contract number in your request for assistance. Requesting contract administration assistance from any other individual could result in a delayed response.
12. Written questions must be furnished to the Government no later than **May 30, 2017 at 10:00AM (Central Time)**; in order to ensure a timely response is provided by the solicitation closing date. All questions are to be submitted in writing at the time indicated in the solicitation or they may not be addressed before solicitation closing date; therefore, Offerors are advised to submit questions as soon as possible. Please provide your company name, telephone, point of contact, e-mail address, and solicitation number on all questions. The Government will respond to questions via the issuance of an amendment which incorporates the question and the Government's response.
13. Post-Award Conference: In the event the Contracting Officer decides to conduct a Post-Award Conference in accordance with DFARS 242.5, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.
14. DUNS NUMBER _____.
15. TAXPAYER ID # _____.
16. SYSTEM for AWARD MANAGEMENT (SAM) REGISTRATION: SAM Registration is required of all Department of Defense contractors. SAM registration enables electronic funds transfer of contract payments. If your company is not already registered, please register in the SAM database at <https://www.sam.gov/>
 - a. A DUNS number is required for SAM registration. If your company does not have DUNS #, obtain one by calling 800-333-0505.
 - b. Whether your company is a current or new registrant in the SAM database, your registration must indicate that you are a provider of NAICS 922190 under the Goods – Services section of the registration to be eligible to receive a contract for this solicitation.
 - c. If the prospective awardee for this request for quotes is not registered in the SAM database by close of solicitation, including NAICS 922190 under the Goods – Services section, depending on mission requirements, the government reserves the right to proceed to award to the next otherwise successful registered offeror.
17. In accordance with FAR 52.223-2, Affirmative Procurement of Bio-based Products under Service and Construction Contracts, contractors are required to submit annual bio-based reports to the reporting module in the System for Award Management (SAM) at <https://www.sam.gov>."

18. OFFEROR REPRESENTATIONS AND CERTIFICATIONS REQUIREMENT: Prospective contractors who have not completed electronic annual representations and certifications at <https://www.sam.gov/portal/public/SAM/> in conjunction with required registration in the SYSTEM for AWARD MANAGEMENT (SAM) database, shall complete and submit FAR 52.212-3 Alternative 1 Offeror Representations and Certifications - Commercial Items, and all the DFARS clauses contained in this solicitation must be in SAM to be eligible to receive an award for this solicitation.
19. If an offer is based on a teaming/partnering relationship or a joint venture, the offeror shall provide, with the proposal, all required solicitation information for all parties including a copy of the teaming/partnering or joint venture agreement. The agreement shall include information, which identifies the responsibilities for each entity under this contract. The agreement shall demonstrate the relationship between firms and identify contractual relationships and authorities to bind each entity of the teaming/partnering or joint venture relationship.
20. The “Equal Employment Opportunity Is the Law” notice (poster) referenced in FAR Clause 52.222-26(b)(3), Equal Opportunity, is located at <http://www.dol.gov/ofccp/regs/compliance/posters/pdf/eeopost.pdf>.
21. In accordance with FAR Clause 52.222-41(g), the contractor must notify each service employee working on this contract of the minimum wage and fringe benefits required to be paid pursuant to this contract, or shall post a copy of the wage determination and Department of Labor Form WH-1313 in a prominent place at the worksite. The applicable wage determination is incorporated into the contract. The WH-1313 poster is located at <http://www.dol.gov/whd/regs/compliance/posters/sca.htm>.

22. INFORMATION FOR EVALUATION

This section supplements clause 52.212-1 and 52.212-2 which is included elsewhere in this request for quotes. The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror’s initial offer should contain the Offeror’s best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

This solicitation shall be evaluated by awarding to the quote that is technically acceptable and the lowest price.

TECHNICAL FACTOR:

Evaluation –Each item in Technical Requirements Table will receive one of the adjectival ratings defined below. Any criterion that receives “U” rating will result in an overall unacceptable rating for the factor and are not eligible for award.

ADJECTIVAL RATING	DEFINITION
Acceptable (A)	Quote clearly meets the minimum requirements of the solicitation.
Unacceptable (U)	Quote does not clearly meet the minimum requirements of the solicitation.

TECHNICAL CRITERIA	A or U
The offeror has no active or inactive exclusions listed in their Entity Record on the System for Award Management (SAM).	
In accordance with FAR 42.15, the offeror does not have any relevant Past Performance rated at “Marginal” or “Unsatisfactory”.	

PRICE FACTOR:

Submission Instructions – Offeror shall submit a fully completed SF 1449, Pricing Schedule, or acceptable alternative as identified in 52.212-1 or elsewhere in the RFQ.

The agreed upon items and quantities will be multiplied times their respective unit prices found in the RFQ.

As part of price evaluation, the Government will evaluate its option to extend services (see FAR Clause 52.217-8) by adding six (6) months of the Offeror's final option period price to the Offeror's total price. Offerors are required only to price the base and option periods. Offerors shall not submit a price for the potential six month extension of services period. The Government may choose to exercise the Extension of Services at the end of any performance period (base or option periods), utilizing the rates of that performance period.

As part of its proposal, the offeror will provide the estimated total cost (if any) incurred to comply with the enterprise Contractor Manpower Reporting Application (eCMRA) requirement. Offeror will determine, in the schedule, to price or not separately price the CMRA requirement. Only the CMR CLIN(s) shall be the CLIN(s) under which the Contractor shall bill for all costs associated with the eCMRA requirement.

Evaluation – Price will not be assigned an adjectival rating; and will be evaluated to determine if the offeror quoted price is fair, reasonable, and balanced. The government may determine that an offer is unacceptable if prices are significantly unbalanced. Price shall be evaluated at estimated quantities multiplied times their respective unit price.

Unrealistically Low Prices: Prices quoted may be reviewed to determine whether they reflect a lack of technical understanding of the requirements and to assess the risk inherent in an Offeror's quoted prices. Unrealistically low quoted prices, initially or subsequently, may be grounds for rejection for this solicitation.

Unbalanced Pricing: Offeror is cautioned against submitting quote that contains unbalance pricing. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated as indicated by the application of cost or price analysis techniques. The Government shall analyze offers to determine whether they are unbalanced with respect to separately priced line items or subline items. Quotes that are determined to be unbalanced may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the Government.

23. ALTERNATE DISPUTES RESOLUTION: In furtherance of Federal policy and the Administrative Dispute Resolution Act of 1990 (ADR Act), Public Law 101-552 and FAR Clause 52.233-1, Subparagraph (d) (2) (1) (B) (2), the Contracting Officer will try to resolve all post award acquisition issues in controversy by mutual agreement of both parties. Interested parties are encouraged to use alternative dispute resolution procedures to the maximum extent practicable, in accordance with the authority and requirements of the ADR Act.

24. CONTRACT PERFORMANCE:

Purpose. IAW with FAR Subpart 42.1500 contractor past performance information (PPI) is relevant information for future source selection purposes regarding a contractor's actions under previously awarded contracts. It includes, for example, the contractor's record of conforming to contract requirements and to standards of good workmanship; the contractor's record of forecasting and controlling costs; the contractor's adherence to contract schedules, including the administrative aspects of performance; the contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the contractor's business-like concern for the interest of the customer. Contractor past performance information is one of the tools that support Army efforts to acquire best value and is used to evaluate performance risk in source selection. The feedback provided by the government to the contractor in collecting PPI, and the knowledge that PPI will be used in future source selection decisions, should result in improved performance and a greater contractor focus on customer satisfaction.

Assessment Period. Performance Assessment Reports (PAR) shall be prepared IAW AFARS Subpart 42 upon physical completion of the contract. If the period of performance will exceed 18 months, an "interim"

assessment report shall be prepared at the completion of 12 months performance and annually thereafter until the contract is physically complete. An out-of-cycle or “addendum” report may be prepared if there is a need to record an extraordinary event prior to the next regularly scheduled evaluation or if it is necessary to report a meaningful occurrence during the period between physical completion of the contract and contract closeout. Additionally, addendum reports may be prepared to record contractor’s performance relative to contract closeout and other administrative requirements (e.g. final indirect cost proposals, technical data, etc.).

Completion Due Date. The government will complete the PAR within 60 days after the end of the assessment rating period.

Evaluators. The Contracting Officer and the Contracting Officer’s Representative will jointly complete the performance assessment.

Contracts Performance Elements. The contractor’s performance shall be assessed in accordance with elements and rating system set forth in AFARS Subpart 42.

Contractor Review. The Contracting Officer will furnish a copy of the PAR to the contractor requesting that the contractor submit comments, rebutting statements, or additional information to the Contracting Officer within 30 calendar days of receipt. Failure to respond within the designated timeframe will be taken as agreement with the assessment.

Contract Concurrence. Where a contractor concurs with, or takes no exception to a PAR, such report shall be considered final and releasable for use in source selection and other deliberative purposes.

Contractor Rebuttal. Where a contractor takes exception to a performance report, the Contracting Officer will review the contractor’s rebuttal or comments and make appropriate changes. If the Contracting Officer makes changes, the changed rating will be reflected in the narrative. The Contracting Officer will make all reasonable efforts to reconcile the report and the contractor’s comments. However, it is not necessary that they reach agreement on the report where such is clearly impracticable. The contractor’s rebuttal or comments shall be made part of the PAR.

Resolving Disagreements between the Government and the Contractor. In the event disagreements between the parties regarding the PAR occur, the Contracting Officer will review the rebuttal and make appropriate changes. If no agreement is reached, the PAR is forwarded to the Reviewing Official (Director of Contracting) along with the Contracting Officer’s Findings and Recommendation and supporting documentation. The decision of the Reviewing Official is final. Copies of the PAR and the contractor’s response and review comments, if any, shall be retained as part of the evaluation.

Release of Contractor Performance Evaluation Information. The evaluation will not be released to other than government personnel and the contractor whose performance is evaluated. The performance evaluation information will be input into the applicable module within Contractor Performance Assessment Reporting System (CPARS) database (or Government system in use at time of the evaluation).

Source Selection Information. Departments and agencies will electronically access the PAR information to support future award decisions.

25. REQUIRED INSURANCE:

In accordance with FAR clause 52.228-5 entitled, “Insurance--Work on a Government Installation” the following minimum amounts of insurance are required.	
Workmen’s Compensation	As required by state laws
Employer’s Liability Insurance	\$100,000 per accident
General Liability Insurance - Bodily Injury Liability	\$500,000 per occurrence

Auto Liability Insurance	\$200,000 per person
Bodily Injury	\$500,000 per occurrence
Property Damage	\$20,000 per occurrence
Within ten (10) calendar days after contract award, the Contractor shall certify to the Contracting Officer, in writing, that the required insurance has been obtained.	

26. HOURS OF OPERATION: The contractor is required to provide emergency and non-emergency dispatch services 24 hours a day, 365 day per year to include, but not limited to the following holiday (s):

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
Presidents Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

27. LEGAL COMPLIANCE: The Contractor shall comply with all Federal, State, and Local Laws, codes and regulations applicable to his performance under this contract, and shall be solely responsible for all costs associated with said compliance.

28. In accordance with FAR 52.222-42, the classes of service employees expected to be employed under the contract states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:
It is not a Wage Determination

Employee Class	Monetary Wage -- Fringe Benefits
Dispatcher, Motor Vehicle	WG-3, Step 2
Switchboard Operator	WG-3; Step 2

29. ATTACHMENTS:

Attachment 1: OPSEC 3 Pages

PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT (PWS)
911 Emergency Communications Services with Monterey County, California

PART 1 GENERAL INFORMATION

1. GENERAL: This is a non-personnel services contract to provide 911 emergency call answering and connectivity, and use of the Monterey County Emergency Communications Center (MECC) Computer Aided Dispatch (CAD) program. Fort Hunter Liggett will participate in the county wide public safety communications and emergency 911 dispatch system.

1.1 Description of Services/Introduction: The County shall provide all answering services of the Emergency 9-1-1 telephone number. The County, as part of this cost sharing Agreement, shall provide and maintain all necessary consoles and associated dispatch equipment located in its communications center(s), which is common to all System users. All other mobile, base, and remote radio and data transmission equipment and terminals designed to serve

Agency exclusively shall be provided for and maintained at that Agency's expense. The County shall procure on behalf of Agency all hardware, software, licensure, and maintenance associated with the remote CAD terminals at Agency's facilities, for which Agency will reimburse County for all associated costs.

1.2 Fort Hunter Liggett Obligations: Fort Hunter Liggett will reimburse for all costs associated with the testing, implementation, and maintenance of the CAD terminals provided by County. Fort Hunter Liggett shall insure all users of the County provided CAD consoles are adequately trained to use the application. Fort Hunter Liggett will respond to all inquiries from County regarding the status of equipment, etc.

1.3 Period of Performance: The period of performance shall be for one (1) Base Year of 12 months and four (4) 12-month option years. The Period of Performance reads as follows:

- Base Year: 01 Jul 2017 – 30 Jun 2018
- Option Year I: 01 Jul 2018 – 30 Jun 2019
- Option Year II: 01 Jul 2019 – 30 Jun 2020
- Option Year III: 01 Jul 2020 – 30 Jun 2021
- Option Year IV: 01 Jul 2021 – 30 Jun 2022

1.4 General Information

1.4.1 Quality Control: The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is the means by which he/she assures him/herself that all work complies with the requirement of the contract. The QCP shall be submitted to the KO and COR within thirty (30) days of the contract award via email. Any changes to the QCP shall be submitted to the KO and COR five (5) working days prior to effective change. After acceptance of the original quality control plan and any proposed changes by the contractor, the contractor shall receive the contracting officer's acceptance and approval in writing.

1.4.1.1 The QCP at a minimum should include the following items:

- a) The level of System service to be provided to the Agency shall be equal to the standard level of service provided by similar consolidated communications centers to other public safety agencies and as established by the governance boards.
- b) Measurable performance standards shall be established and reviewed annually by the governance boards. County shall provide regular reports on performance status/measures.
- c) The County agrees to work closely with Agency to ensure appropriate levels of call taking service. All procedures related to Agency call taking operations will be developed on a collaborative basis with all Agencies and/or their representatives on the Operations Board. The County will promptly investigate any complaints received from any Agency or citizen and a response will be made to the complaining party in a timely manner.

1.5. Quality Assurance: The government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan.

1.5.1 Holidays: The contractor is required to provide emergency and non-emergency dispatch services 24 hours a day, 365 day per year to include, but not limited to the following holiday (s):

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

1.5.2 Hours of Operation: The contractor is responsible for conducting business 24 hours a day, 365 days per year, Monday thru Sunday. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS.

1.5.3 Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the contracting officer will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

1.5.4 Contracting Officer Representative (COR): The (COR) will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the Contractor concerning technical aspects of the contract; issue written interpretations of technical requirements, including Government drawings, designs, specifications; monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

1.5.5 The contractor shall provide a-POC who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the contracting officer. The POC or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The POC or alternate shall be available b 24 Hours per day, 7 days per week.

1.5.6 Data Rights: The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

1.5.7 Organizational Conflict of Interest: Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may effect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

PART 2 DEFINITIONS & ACRONYMS

2. DEFINITIONS AND ACRONYMS:

2.1. DEFINITIONS: List of definitions used in the PWS and what they represent

2.1.1 AFFILIATES. Any organization, business, agency or institution for which PRFTA FD provides emergency and non-emergency services to by way of contract or agreement

2.1.2 CONTRACTOR. A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

2.1.3 CONTRACTING OFFICER. A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

2.1.4 CONTRACTING OFFICER'S REPRESENTATIVE (COR). An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.5 DEFECTIVE SERVICE. A service output that does not meet the standard of performance associated with the Performance Work Statement.

2.1.6 DELIVERABLE. Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

2.1.7 KEY PERSONNEL. Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

2.1.8 PHYSICAL SECURITY. Actions that prevent the loss or damage of Government property.

2.1.9 QUALITY ASSURANCE. The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.1.10 QUALITY ASSURANCE Surveillance Plan (QASP). An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

2.1.11 QUALITY CONTROL. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

2.1.12 SUBCONTRACTOR. One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

2.1.13 WORK DAY. The number of hours per day the Contractor provides services in accordance with the contract.

2.1.14 WORK WEEK. Monday through Sunday, 24 Hours a day, 365 days per year

2.2. ACRONYMS: List of acronyms used in the PWS and what they represent

ACOR	Alternate Contracting Officer's Representative
AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
CCE	Contracting Center of Excellence

CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTR	Contracting Officer's Technical Representative
COTS	Commercial-Off-the-Shelf
CPR	Cardio Pulmonary Recitation
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DD254	Department of Defense Contract Security Requirement List
DES	Director of Emergency Services
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
DOD	Department of Defense
EMD	Emergency Medical Dispatch
FAR	Federal Acquisition Regulation
FHL	Fort Hunter Liggett
HIPAA	Health Insurance Portability and Accountability Act of 1996
KO	Contracting Officer
NAED	National Academy of Emergency Dispatchers
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States
ODC	Other Direct Costs
PIPO	Phase In/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
QCT	Quality Control Technician
ROSS	Resource Ordering Status System
TE	Technical Exhibit
USAG	United States Army Garrison

PART 3 GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3. GOVERNMENT FURNISHED ITEMS AND SERVICES:

3.1. Services: The Government will not provide services, facilities, utilities, equipment or materials to the contractor in order for them to provide required services specified in the PWS.

PART 4 CONTRACTOR FURNISHED ITEMS AND SERVICES

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

4.1 General: The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract as specified in the PWS.

PART 5 SPECIFIC TASKS

5. Specific Tasks:

5.1. Basic Services. The contractor shall provide the following services:

- 1) TriTech Inform CAD Software Licenses to include Inform CAD Mapping, Inform CAD Position, and Inform CAD NCIC/State Query
- 2) Inform Mobile Base Position with CJS/NCIC Forms, Inform Mobile Mapping.
- 3) Inform CAD Business Analysis and Consultation Services – 65 hours.
- 4) Inform CAD user training course; 2 classes of 10 students each.
- 5) Onsite Go Live support services for Inform CAD and Inform Mobile; 1 person for 2days, 24 hour coverage.
- 6) Inform Mobile Train-The-Trainer; 1 class for 8 students.
- 7) Project Management.
- 8) Inform CAD Mapping 24x7 Technical Support.
- 9) Inform CAD Position 24x7 Technical Support.
- 10) Inform Mobile Base Position with CJIS/NCIC Forms 24x7 Technical Support.
- 11) Inform Mobile Mapping 24x7 Technical Support.
- 12) NCIC/State Query Position for Inform CAD 24x7 Technical Support.
- 13) Monterey County Annual Dispatch Services Assessment
- 14) Virtual Distribution Interface
- 15) MCECC Participation
- 16) Continuity of Operations for service disruption or downtime in accordance with the MCECC COOP.

5.2 Contractor Manpower Reporting. (ACCOUNTING FOR CONTRACT SERVICES (Jul 2007)) - The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the Contractor will report ALL Contractor manpower (including subcontractor manpower) required for performance of this contract. The Contractor is required to completely fill in all the information in the format using the following web address "<https://cmra.army.mil>".

The required information includes:

- (1) Contracting Office, KO, COR;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of Contractor employee entering data;
- (5) Estimated direct labor hours;
- (6) Estimated direct labor dollars paid this reporting period;
- (7) Total payments;
- (8) Predominant Federal Service Code (FSC) reflecting services provided by Contractor;
- (9) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the Contractor with its UIC for the purposes of reporting this information);
- (10) Locations where Contractor perform the work (specified by zip code in the United States and nearest City, Country, when in an overseas location, using standardized nomenclature provided on website);
- (11) Presence of deployment or contingency contract language, and,
- (12) Number of Contractor employees deployed in theater this reporting period (by country).
- (13) As part of its submission, the Contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each Government fiscal year and must be reported by 31 October of each calendar year. The Contractor shall notify the COR by the 5th working day of November whether or not they have completed this report. If the COR is unavailable, the Contractor will notify the KO."

**PART 6
APPLICABLE PUBLICATIONS**

6. APPLICABLE PUBLICATIONS (CURRENT EDITIONS)

6.1. The Contractor must abide by all applicable regulations, publications, manuals, local policies and procedures. The following is a list of applicable regulations, publications, manuals and policies:

- NFPA 1061: Standard for Professional Qualifications for Public Safety Telecommunicator
- NFPA 1221: Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems

**PART 7
ATTACHMENT/TECHNICAL EXHIBIT LISTING**

7. Attachment/Technical Exhibit List:

7.1. Attachment 1 OPSEC

PERFORMANCE REQUIREMENTS SUMMARY

Performance Objective	Standard	Performance Threshold	Method of Surveillance
PRS # 1. The contractor shall receive all emergency 911 calls for service and transfer those call to Fort Hunter Liggett via the Monterey County Emergency Communications Center (MECC) Computer Aided Dispatch (CAD) program. (PWS 1.1)	All PWS requirements shall be completed as stated.	Contractor shall maintain a 100% compliance rate.	Inspection performed by COR on a monthly basis by reviewing E911 Call Logs

<p>PRS # 2</p> <p>The County, as part of this cost sharing Agreement, shall provide and maintain all necessary consoles and associated dispatch equipment located in its communications center(s), which is common to all System users. (PWS 1.1)</p>	<p>All PWS requirements shall be completed as stated.</p>	<p>Contractor shall maintain a 100% compliance rate.</p>	<p>Inspection performed by COR</p>
<p>PRS # 3</p> <p>The County shall procure on behalf of Agency all hardware, software, licensure, and maintenance associated with the remote CAD terminals at Agency's facilities, for which Agency will reimburse County for all associated costs. (PWS 1.1)</p>	<p>All PWS requirements shall be completed as stated.</p>	<p>Contractor shall maintain a 100% compliance rate.</p>	<p>Inspection performed by COR</p>
<p>PRS # 4</p> <p>The County shall provide Tri Tech Inform CAD Software Licenses to include Inform CAD Mapping, Inform CAD Position, and Inform CAD NCIC/State Query (PWS 5.1)</p>	<p>All PWS requirements shall be completed as stated.</p>	<p>Contractor shall maintain a 100% compliance rate.</p>	<p>Inspection performed by COR on</p>
<p>PRS # 5</p> <p>The County shall provide Inform Mobile Base Position with CJS/NCIC Forms, Inform Mobile Mapping.(PWS 5.1)</p>	<p>All PWS requirements shall be completed as stated.</p>	<p>Contractor shall maintain a 100% compliance rate.</p>	<p>Inspection performed by COR</p>
<p>PRS # 6</p> <p>The County shall provide Inform CAD Business Analysis and Consultation Services – 65 hours.(PWS 5.1)</p>	<p>All PWS requirements shall be completed as stated.</p>	<p>Contractor shall maintain a 100% compliance rate.</p>	<p>Inspection performed by COR</p>

PRS # 7 The County shall provide Inform CAD user training course; 2 classes of 10 students each.(PWS 5.1)	All PWS requirements shall be completed as stated.	Contractor shall maintain a 100% compliance rate.	Inspection performed by COR
PRS # 8 The County shall provide Onsite Go Live support services for Inform CAD and Inform Mobile; 1 person for 2days, 24 hour coverage.(PWS 5.1)	All PWS requirements shall be completed as stated.	Contractor shall maintain a 100% compliance rate.	Inspection performed by COR
PRS # 9 The County shall provide Inform Mobile Train-The-Trainer; 1 class for 8 students.(PWS 5.1)	All PWS requirements shall be completed as stated.	Contractor shall maintain a 100% compliance rate.	Inspection performed by COR
PRS # 10 The county shall provide Project Management.(PWS 5.1)	All PWS requirements shall be completed as stated.	Contractor shall maintain a 100% compliance rate.	Inspection performed by COR
PRS # 11 The County shall provide Inform CAD Mapping 24x7 Technical Support.(PWS 5.1)	All PWS requirements shall be completed as stated.	Contractor shall maintain a 100% compliance rate.	Inspection performed by COR
PRS # 12 The County shall provide Inform CAD Position 24x7 Technical Support.(PWS 5.1)	In accordance with all applicable regulations, publications, manuals, local policies and procedures. All PWS requirements shall be completed as stated.	Contractor shall maintain a 100% compliance rate.	Inspection performed by COR
PRS # 13 The County shall provide Inform Mobile Base Position with CJIS/NCIC Forms 24x7 Technical Support(PWS 5.1)	All PWS requirements shall be completed as stated.	Contractor shall maintain a 100% compliance rate.	Inspection performed by COR
PRS # 14 The County shall provide Inform Mobile Mapping 24x7 Technical Support.(PWS 5.1)	All PWS requirements shall be completed as stated.	Contractor shall maintain a 100% compliance rate.	Inspection performed by COR

PRS # 15 The County shall provide NCIC/State Query Position for Inform CAD 24x7 Technical Support.(PWS 5.1)	All PWS requirements shall be completed as stated.	Contractor shall maintain a 100% compliance rate.	Inspection performed by COR
PRS # 16 The County shall submit annual Contract Manpower Requirements (CMR). (PWS.5.2)	All PWS requirements shall be completed as stated.	Contractor shall maintain a 100% compliance rate.	Inspection performed by COR

DELIVERABLES SCHEDULE

DELIVERABLE	FREQUENCY	# OF COPIES	MEDIUM/ FORMAT	SUBMIT TO
Tri-Tech Inform CAD Software Licenses to include Inform CAD Mapping, Inform CAD Position, and Inform CAD NCIC/State Query; Inform Mobile Base Position with CJS/NCIC Forms, Inform Mobile Mapping; Inform CAD Business Analysis and Consultation Services – 65 hours; Inform CAD user training course; 2 classes of 10 students each; Onsite Go Live support services for Inform CAD and Inform Mobile; 1 person for 2 days, 24 hour coverage; Inform Mobile Train-The-Trainer; 1 class for 8 students; Project Management; Inform CAD Mapping 24x7 Technical Support; Inform CAD Position 24x7 Technical Support; Inform Mobile Base Position with CJS/NCIC Forms 24x7 Technical Support; Inform Mobile Mapping 24x7 Technical Support; NCIC/State Query Position for Inform CAD 24x7 Technical Support; Monterey County Annual Dispatch Services Assessment; Virtual Distribution Interface; MCECC Participation.	By 1 July 2017, all CAD software and E911 functionality shall be installed and fully functional. All training shall be completed NLT 15 July 2017.	1 original copy by the last day of July 2017, verifying full operability	Spreadsheet delivered via email	COR
Deficiencies Identification and Tracking PWS para. 1.4.1	Is to be provided no later than 30 Days from contract start date 1 July 2017	1 original copy by the last day of July 2017, verifying full operability	Spreadsheet delivered via email	COR
Contractor Manpower Reporting	Annually NLT 5	1	https://cm	COR

DELIVERABLE	FREQUENCY	# OF COPIES	MEDIUM/ FORMAT	SUBMIT TO
(CMR)	November		ra.army.mil	

WAGE DETERMINATION

WD 15-5633 (Rev.-1) was first posted on www.wdol.gov on 01/17/2017

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2015-5633
Revision No.: 1
Date Of Revision: 01/11/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any 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 \$10.20 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 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: California

Area: California County of Monterey

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.61
01012 - Accounting Clerk II		18.65
01013 - Accounting Clerk III		20.86
01020 - Administrative Assistant		26.39
01035 - Court Reporter		18.52
01041 - Customer Service Representative I		13.88
01042 - Customer Service Representative II		15.60
01043 - Customer Service Representative III		17.03
01051 - Data Entry Operator I		13.74
01052 - Data Entry Operator II		15.11
01060 - Dispatcher, Motor Vehicle		18.79
01070 - Document Preparation Clerk		15.42
01090 - Duplicating Machine Operator		14.66
01111 - General Clerk I		15.14
01112 - General Clerk II		16.12
01113 - General Clerk III		18.55
01120 - Housing Referral Assistant		23.11
01141 - Messenger Courier		15.78
01191 - Order Clerk I		14.75
01192 - Order Clerk II		16.10

01261 - Personnel Assistant (Employment) I	18.11
01262 - Personnel Assistant (Employment) II	20.43
01263 - Personnel Assistant (Employment) III	22.92
01270 - Production Control Clerk	25.21
01290 - Rental Clerk	16.25
01300 - Scheduler, Maintenance	19.25
01311 - Secretary I	19.25
01312 - Secretary II	21.45
01313 - Secretary III	23.96
01320 - Service Order Dispatcher	15.88
01410 - Supply Technician	26.39
01420 - Survey Worker	21.09
01460 - Switchboard Operator/Receptionist	15.93
01531 - Travel Clerk I	13.82
01532 - Travel Clerk II	14.66
01533 - Travel Clerk III	15.73
01611 - Word Processor I	15.34
01612 - Word Processor II	17.22
01613 - Word Processor III	19.26
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.62
05010 - Automotive Electrician	20.11
05040 - Automotive Glass Installer	20.98
05070 - Automotive Worker	20.98
05110 - Mobile Equipment Servicer	17.87
05130 - Motor Equipment Metal Mechanic	24.32
05160 - Motor Equipment Metal Worker	20.98
05190 - Motor Vehicle Mechanic	21.82
05220 - Motor Vehicle Mechanic Helper	16.88
05250 - Motor Vehicle Upholstery Worker	19.94
05280 - Motor Vehicle Wrecker	20.98
05310 - Painter, Automotive	22.00
05340 - Radiator Repair Specialist	20.98
05370 - Tire Repairer	13.10
05400 - Transmission Repair Specialist	24.32
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.39
07041 - Cook I	15.68
07042 - Cook II	17.49
07070 - Dishwasher	10.40
07130 - Food Service Worker	10.64
07210 - Meat Cutter	17.83
07260 - Waiter/Waitress	10.67
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.86
09040 - Furniture Handler	15.38
09080 - Furniture Refinisher	21.80
09090 - Furniture Refinisher Helper	17.52
09110 - Furniture Repairer, Minor	19.66
09130 - Upholsterer	21.80
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.38
11060 - Elevator Operator	12.67
11090 - Gardener	18.26
11122 - Housekeeping Aide	14.15
11150 - Janitor	14.15
11210 - Laborer, Grounds Maintenance	15.11
11240 - Maid or Houseman	11.55
11260 - Pruner	14.08
11270 - Tractor Operator	18.13
11330 - Trail Maintenance Worker	15.11
11360 - Window Cleaner	15.19

12000 - Health Occupations	
12010 - Ambulance Driver	21.73
12011 - Breath Alcohol Technician	21.73
12012 - Certified Occupational Therapist Assistant	28.51
12015 - Certified Physical Therapist Assistant	28.03
12020 - Dental Assistant	19.36
12025 - Dental Hygienist	48.13
12030 - EKG Technician	32.93
12035 - Electroneurodiagnostic Technologist	32.93
12040 - Emergency Medical Technician	21.73
12071 - Licensed Practical Nurse I	21.15
12072 - Licensed Practical Nurse II	23.66
12073 - Licensed Practical Nurse III	26.38
12100 - Medical Assistant	18.50
12130 - Medical Laboratory Technician	23.27
12160 - Medical Record Clerk	16.33
12190 - Medical Record Technician	18.27
12195 - Medical Transcriptionist	18.82
12210 - Nuclear Medicine Technologist	43.70
12221 - Nursing Assistant I	12.26
12222 - Nursing Assistant II	13.78
12223 - Nursing Assistant III	15.04
12224 - Nursing Assistant IV	16.88
12235 - Optical Dispenser	19.10
12236 - Optical Technician	21.15
12250 - Pharmacy Technician	20.69
12280 - Phlebotomist	17.45
12305 - Radiologic Technologist	35.59
12311 - Registered Nurse I	28.49
12312 - Registered Nurse II	34.86
12313 - Registered Nurse II, Specialist	34.86
12314 - Registered Nurse III	42.17
12315 - Registered Nurse III, Anesthetist	42.17
12316 - Registered Nurse IV	50.54
12317 - Scheduler (Drug and Alcohol Testing)	28.14
12320 - Substance Abuse Treatment Counselor	19.38
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.69
13012 - Exhibits Specialist II	27.50
13013 - Exhibits Specialist III	34.40
13041 - Illustrator I	22.69
13042 - Illustrator II	28.11
13043 - Illustrator III	34.40
13047 - Librarian	30.27
13050 - Library Aide/Clerk	16.40
13054 - Library Information Technology Systems Administrator	27.30
13058 - Library Technician	18.04
13061 - Media Specialist I	18.40
13062 - Media Specialist II	20.59
13063 - Media Specialist III	22.95
13071 - Photographer I	17.39
13072 - Photographer II	20.82
13073 - Photographer III	25.80
13074 - Photographer IV	31.55
13075 - Photographer V	38.18
13090 - Technical Order Library Clerk	18.18
13110 - Video Teleconference Technician	20.66
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.25
14042 - Computer Operator II	18.75
14043 - Computer Operator III	20.89

14044 - Computer Operator IV	23.24
14045 - Computer Operator V	23.72
14071 - Computer Programmer I (see 1)	25.23
14072 - Computer Programmer II (see 1)	
14073 - Computer Programmer III (see 1)	
14074 - Computer Programmer IV (see 1)	
14101 - Computer Systems Analyst I (see 1)	
14102 - Computer Systems Analyst II (see 1)	
14103 - Computer Systems Analyst III (see 1)	
14150 - Peripheral Equipment Operator	16.25
14160 - Personal Computer Support Technician	23.24
14170 - System Support Specialist	29.49
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.46
15020 - Aircrew Training Devices Instructor (Rated)	36.76
15030 - Air Crew Training Devices Instructor (Pilot)	41.53
15050 - Computer Based Training Specialist / Instructor	30.46
15060 - Educational Technologist	33.83
15070 - Flight Instructor (Pilot)	41.53
15080 - Graphic Artist	26.61
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	44.18
15086 - Maintenance Test Pilot, Rotary Wing	44.18
15088 - Non-Maintenance Test/Co-Pilot	44.18
15090 - Technical Instructor	24.20
15095 - Technical Instructor/Course Developer	29.60
15110 - Test Proctor	20.23
15120 - Tutor	20.23
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	12.11
16030 - Counter Attendant	12.11
16040 - Dry Cleaner	14.40
16070 - Finisher, Flatwork, Machine	12.11
16090 - Presser, Hand	12.11
16110 - Presser, Machine, Drycleaning	12.11
16130 - Presser, Machine, Shirts	12.11
16160 - Presser, Machine, Wearing Apparel, Laundry	12.11
16190 - Sewing Machine Operator	15.13
16220 - Tailor	15.90
16250 - Washer, Machine	12.87
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	25.30
19040 - Tool And Die Maker	29.06
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.19
21030 - Material Coordinator	22.04
21040 - Material Expediter	22.04
21050 - Material Handling Laborer	12.82
21071 - Order Filler	15.57
21080 - Production Line Worker (Food Processing)	16.19
21110 - Shipping Packer	15.77
21130 - Shipping/Receiving Clerk	15.77
21140 - Store Worker I	15.44
21150 - Stock Clerk	19.17
21210 - Tools And Parts Attendant	16.19
21410 - Warehouse Specialist	16.19
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	22.48
23019 - Aircraft Logs and Records Technician	19.88
23021 - Aircraft Mechanic I	23.01
23022 - Aircraft Mechanic II	22.48
23023 - Aircraft Mechanic III	23.42
23040 - Aircraft Mechanic Helper	17.82

23050 - Aircraft, Painter	20.93
23060 - Aircraft Servicer	19.88
23070 - Aircraft Survival Flight Equipment Technician	20.93
23080 - Aircraft Worker	20.96
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	20.96
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.01
23110 - Appliance Mechanic	26.62
23120 - Bicycle Repairer	15.69
23125 - Cable Splicer	25.70
23130 - Carpenter, Maintenance	28.55
23140 - Carpet Layer	23.49
23160 - Electrician, Maintenance	30.30
23181 - Electronics Technician Maintenance I	22.87
23182 - Electronics Technician Maintenance II	24.45
23183 - Electronics Technician Maintenance III	26.69
23260 - Fabric Worker	22.08
23290 - Fire Alarm System Mechanic	27.92
23310 - Fire Extinguisher Repairer	20.87
23311 - Fuel Distribution System Mechanic	28.27
23312 - Fuel Distribution System Operator	22.96
23370 - General Maintenance Worker	20.19
23380 - Ground Support Equipment Mechanic	23.01
23381 - Ground Support Equipment Servicer	19.88
23382 - Ground Support Equipment Worker	20.96
23391 - Gunsmith I	20.87
23392 - Gunsmith II	23.28
23393 - Gunsmith III	25.70
23410 - Heating, Ventilation And Air-Conditioning Mechanic	30.66
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	32.08
23430 - Heavy Equipment Mechanic	25.29
23440 - Heavy Equipment Operator	27.95
23460 - Instrument Mechanic	25.70
23465 - Laboratory/Shelter Mechanic	24.49
23470 - Laborer	13.29
23510 - Locksmith	24.12
23530 - Machinery Maintenance Mechanic	26.79
23550 - Machinist, Maintenance	23.07
23580 - Maintenance Trades Helper	15.14
23591 - Metrology Technician I	25.70
23592 - Metrology Technician II	26.87
23593 - Metrology Technician III	27.98
23640 - Millwright	25.70
23710 - Office Appliance Repairer	22.68
23760 - Painter, Maintenance	22.60
23790 - Pipefitter, Maintenance	26.33
23810 - Plumber, Maintenance	26.81
23820 - Pneudraulic Systems Mechanic	25.70
23850 - Rigger	25.70
23870 - Scale Mechanic	23.28
23890 - Sheet-Metal Worker, Maintenance	31.83
23910 - Small Engine Mechanic	20.99
23931 - Telecommunications Mechanic I	30.32
23932 - Telecommunications Mechanic II	31.71
23950 - Telephone Lineman	25.70
23960 - Welder, Combination, Maintenance	19.99
23965 - Well Driller	25.70
23970 - Woodcraft Worker	25.70
23980 - Woodworker	20.87

24000 - Personal Needs Occupations	
24550 - Case Manager	17.56
24570 - Child Care Attendant	11.40
24580 - Child Care Center Clerk	16.28
24610 - Chore Aide	11.83
24620 - Family Readiness And Support Services Coordinator	17.56
24630 - Homemaker	17.56
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.77
25040 - Sewage Plant Operator	29.96
25070 - Stationary Engineer	28.77
25190 - Ventilation Equipment Tender	21.46
25210 - Water Treatment Plant Operator	29.96
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.81
27007 - Baggage Inspector	11.76
27008 - Corrections Officer	30.61
27010 - Court Security Officer	30.20
27030 - Detection Dog Handler	13.65
27040 - Detention Officer	33.67
27070 - Firefighter	26.06
27101 - Guard I	11.76
27102 - Guard II	13.65
27131 - Police Officer I	34.58
27132 - Police Officer II	38.43
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.93
28042 - Carnival Equipment Repairer	13.65
28043 - Carnival Worker	10.77
28210 - Gate Attendant/Gate Tender	14.88
28310 - Lifeguard	14.61
28350 - Park Attendant (Aide)	16.68
28510 - Recreation Aide/Health Facility Attendant	12.14
28515 - Recreation Specialist	17.14
28630 - Sports Official	13.28
28690 - Swimming Pool Operator	19.59
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.28
29020 - Hatch Tender	23.28
29030 - Line Handler	23.28
29041 - Stevedore I	19.60
29042 - Stevedore II	24.49
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	43.83
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	30.22
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	33.29
30021 - Archeological Technician I	20.25
30022 - Archeological Technician II	22.65
30023 - Archeological Technician III	28.05
30030 - Cartographic Technician	28.05
30040 - Civil Engineering Technician	30.21
30051 - Cryogenic Technician I	26.64
30052 - Cryogenic Technician II	29.42
30061 - Drafter/CAD Operator I	20.25
30062 - Drafter/CAD Operator II	22.65
30063 - Drafter/CAD Operator III	25.24
30064 - Drafter/CAD Operator IV	31.07
30081 - Engineering Technician I	17.38
30082 - Engineering Technician II	19.47
30083 - Engineering Technician III	24.33
30084 - Engineering Technician IV	30.39

30085 - Engineering Technician V	34.33
30086 - Engineering Technician VI	39.21
30090 - Environmental Technician	28.05
30095 - Evidence Control Specialist	24.05
30210 - Laboratory Technician	22.91
30221 - Latent Fingerprint Technician I	26.64
30222 - Latent Fingerprint Technician II	29.42
30240 - Mathematical Technician	28.05
30361 - Paralegal/Legal Assistant I	21.55
30362 - Paralegal/Legal Assistant II	26.65
30363 - Paralegal/Legal Assistant III	32.63
30364 - Paralegal/Legal Assistant IV	39.44
30375 - Petroleum Supply Specialist	29.42
30390 - Photo-Optics Technician	28.05
30395 - Radiation Control Technician	29.42
30461 - Technical Writer I	24.05
30462 - Technical Writer II	29.42
30463 - Technical Writer III	35.60
30491 - Unexploded Ordnance (UXO) Technician I	27.85
30492 - Unexploded Ordnance (UXO) Technician II	33.70
30493 - Unexploded Ordnance (UXO) Technician III	40.39
30494 - Unexploded (UXO) Safety Escort	27.85
30495 - Unexploded (UXO) Sweep Personnel	27.85
30501 - Weather Forecaster I	31.07
30502 - Weather Forecaster II	37.78
30620 - Weather Observer, Combined Upper Air Or	(see 2) 25.24
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 28.05
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	33.70
31020 - Bus Aide	15.26
31030 - Bus Driver	21.09
31043 - Driver Courier	13.42
31260 - Parking and Lot Attendant	10.40
31290 - Shuttle Bus Driver	14.23
31310 - Taxi Driver	13.54
31361 - Truckdriver, Light	14.23
31362 - Truckdriver, Medium	16.07
31363 - Truckdriver, Heavy	21.23
31364 - Truckdriver, Tractor-Trailer	21.23
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.43
99030 - Cashier	16.13
99050 - Desk Clerk	13.17
99095 - Embalmer	27.80
99130 - Flight Follower	27.85
99251 - Laboratory Animal Caretaker I	15.87
99252 - Laboratory Animal Caretaker II	16.83
99260 - Marketing Analyst	30.70
99310 - Mortician	27.80
99410 - Pest Controller	16.75
99510 - Photofinishing Worker	14.64
99710 - Recycling Laborer	12.60
99711 - Recycling Specialist	22.63
99730 - Refuse Collector	18.48
99810 - Sales Clerk	12.72
99820 - School Crossing Guard	13.79
99830 - Survey Party Chief	29.35
99831 - Surveying Aide	15.38
99832 - Surveying Technician	21.05
99840 - Vending Machine Attendant	20.41
99841 - Vending Machine Repairer	24.14

99842 - Vending Machine Repairer Helper

20.41

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

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

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

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

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

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

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

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

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

** HAZARDOUS PAY DIFFERENTIAL **

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

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

** UNIFORM ALLOWANCE **

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in

those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** 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 (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 paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). 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 U.S. Department of Labor, Wage and Hour Division, 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 Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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" 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 (See 29 CFR 4.152(c)(1)).

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
0001	POP 01-JUL-2017 TO 30-JUN-2018	N/A	W6GS USAG FT HUNTER LIGGETT W6GS USAG FT HUNTER LIGGETT PBO CENTRAL RECEIVING ISSUE POINT BLDG 264 7TH DIVISION ROAD FORT HUNTER LIGGETT CA 93928-7000 608-388-3423 FOB: Destination	W81WYN
0002	POP 01-JUL-2017 TO 30-JUN-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81WYN

1001	POP 01-JUL-2018 TO 30-JUN-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81WYN
1002	POP 01-JUL-2018 TO 30-JUN-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81WYN
2001	POP 01-JUL-2019 TO 30-JUN-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81WYN
2002	POP 01-JUL-2019 TO 30-JUN-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81WYN
3001	POP 01-JUL-2020 TO 30-JUN-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81WYN
3002	POP 01-JUL-2020 TO 30-JUN-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81WYN
4001	POP 01-JUL-2021 TO 30-JUN-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81WYN
4002	POP 01-JUL-2021 TO 30-JUN-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81WYN

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	OCT 2016
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2016
52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.208-9	Contractor Use of Mandatory Sources of Supply or Services	MAY 2014
52.212-1	Instructions to Offerors--Commercial Items	JAN 2017
52.212-4	Contract Terms and Conditions--Commercial Items	JAN 2017
52.217-5	Evaluation Of Options	JUL 1990
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	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

52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7000	Disclosure Of Information	OCT 2016
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	OCT 2016
252.204-7011	Alternative Line Item Structure	SEP 2011
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
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
252.222-7007	Representation Regarding Combating Trafficking in Persons	JAN 2015
252.223-7001	Hazard Warning Labels	DEC 1991
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
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Dec 2016)	DEC 2016
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2016
252.225-7012	Preference For Certain Domestic Commodities	DEC 2016
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
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
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations	OCT 2010
252.247-7023	Transportation of Supplies by Sea	APR 2014

CLAUSES INCORPORATED BY FULL TEXT

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

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

This solicitation shall be evaluated by awarding to a quote that is technically acceptable, with pricing that has been determined to be fair and reasonable, and a fair market price. Past performance may be evaluated in accordance with FAR 13.106-2. Technical and past performance, when combined, are of equal importance.

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

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

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 2017) ALTERNATE I (OCT 2014)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site 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 (u) of this provision.

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

“Administrative merits determination” means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Arbitral award or decision” means an arbitrator or arbitral panel determination that a labor law violation occurred, or that enjoined or restrained a violation of labor law. It includes an award or decision that is not final or is subject to being confirmed, modified, or vacated by a court, and includes an award or decision resulting from private or confidential proceedings. To determine whether a particular award or decision is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Civil judgment” means--

(1) In paragraph (h) of this provision: A judgment or finding of a civil offense by any court of competent jurisdiction.

(2) In paragraph (s) of this provision: Any judgment or order entered by any Federal or State court in which the court determined that a labor law violation occurred, or enjoined or restrained a violation of labor law. It includes a judgment or order that is not final or is subject to appeal. To determine whether a particular judgment or order is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“DOL Guidance” means the Department of Labor (DOL) Guidance entitled: “Guidance for Executive Order 13673, ‘Fair Pay and Safe Workplaces’”. The DOL Guidance, dated August 25, 2016, can be obtained from www.dol.gov/fairpayandsafeworkplaces.

“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.

“Enforcement agency” means any agency granted authority to enforce the Federal labor laws. It includes the enforcement components of DOL (Wage and Hour Division, Office of Federal Contract Compliance Programs, and Occupational Safety and Health Administration), the Equal Employment Opportunity Commission, the Occupational Safety and Health Review Commission, and the National Labor Relations Board. It also means a State agency designated to administer an OSHA-approved State Plan, but only to the extent that the State agency is acting in its capacity as administrator of such plan. It does not include other Federal agencies which, in their capacity as contracting agencies, conduct investigations of potential labor law violations. The enforcement agencies associated with each labor law under E.O. 13673 are--

(1) Department of Labor Wage and Hour Division (WHD) for--

- (i) The Fair Labor Standards Act;
- (ii) The Migrant and Seasonal Agricultural Worker Protection Act;
- (iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;
- (iv) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;
- (v) The Family and Medical Leave Act; and
- (vi) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);

(2) Department of Labor Occupational Safety and Health Administration (OSHA) for--

- (i) The Occupational Safety and Health Act of 1970; and
- (ii) OSHA-approved State Plans;

(3) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for--

- (i) Section 503 of the Rehabilitation Act of 1973;
- (ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and

(iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);

(4) National Labor Relations Board (NLRB) for the National Labor Relations Act; and

(5) Equal Employment Opportunity Commission (EEOC) for--

- (i) Title VII of the Civil Rights Act of 1964;
- (ii) The Americans with Disabilities Act of 1990;

(iii) The Age Discrimination in Employment Act of 1967; and

(iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).

“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).

“Labor compliance agreement” means an agreement entered into between a contractor or subcontractor and an enforcement agency to address appropriate remedial measures, compliance assistance, steps to resolve issues to increase compliance with the labor laws, or other related matters.

“Labor laws” means the following labor laws and E.O.s:

(1) The Fair Labor Standards Act.

(2) The Occupational Safety and Health Act (OSHA) of 1970.

(3) The Migrant and Seasonal Agricultural Worker Protection Act.

(4) The National Labor Relations Act.

(5) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act.

(6) 41 U.S.C. chapter 67, formerly known as the Service Contract Act.

(7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity).

(8) Section 503 of the Rehabilitation Act of 1973.

(9) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.

(10) The Family and Medical Leave Act.

(11) Title VII of the Civil Rights Act of 1964.

(12) The Americans with Disabilities Act of 1990.

(13) The Age Discrimination in Employment Act of 1967.

(14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).

(15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at www.osha.gov/dcsp/osp/approved_state_plans.html).

“Labor law decision” means an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the laws listed in the definition of “labor laws”.

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

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology—

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

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

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

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

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

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

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

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

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

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

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

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

Note to paragraph (a): By a court order issued on October 24, 2016, the following definitions in this paragraph (a) are enjoined indefinitely as of the date of the order: “Administrative merits determination”, “Arbitral award or decision”, paragraph (2) of “Civil judgment”, “DOL Guidance”, “Enforcement agency”, “Labor compliance agreement”, “Labor laws”, and “Labor law decision”. The enjoined definitions 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.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAMwebsite.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____ . [Offeror to identify the applicable paragraphs at (c)]

through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it [____] is, [____] is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [____] is, [____] is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it [____] is, [____] is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [____] is, [____] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [____] is, [____] is not a women-owned small business concern.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

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

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

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

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

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

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

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [____] is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(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.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

[*The offeror shall check the category in which its ownership falls*]:

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It [____] has, [____] has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [____] has, [____] has not, filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that --

(i) It [____] has developed and has on file, [____] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [____] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

[List as necessary]

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

(g)

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

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

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

[List as necessary]

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

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

[List as necessary]

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

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:
_____	_____
_____	_____
_____	_____

[List as necessary]

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

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

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

Line Item No.:	Country of Origin:
_____	_____
_____	_____
_____	_____

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

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

(2) [____] Have, [____] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) [____] Are, [____] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [____] Have, [____] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 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 appeal rights.

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

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

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

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

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:
_____	_____
_____	_____
_____	_____

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

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

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

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

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

(2) [____] Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

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

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) [____] Certain services as described in FAR 22.1003-4(d)(1). The offeror [____] does [____] does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

[____] TIN: ____ .

[____] TIN has been applied for.

[____] TIN is not required because:

[____] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[____] Offeror is an agency or instrumentality of a foreign government;

[____] Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

[____] Sole proprietorship;

[____] Partnership;

[____] Corporate entity (not tax-exempt);

[____] Corporate entity (tax-exempt);

[____] Government entity (Federal, State, or local);

[____] Foreign government;

[____] International organization per 26 CFR 1.6049-4;

[____] Other ____ .

(5) Common parent.

[____] Offeror is not owned or controlled by a common parent:

[____] Name and TIN of common parent:

Name ____

TIN ____

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) Representation. 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.

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

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

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

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

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sbn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

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

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

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier 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 sections 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 an 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).

(s) Representation regarding compliance with labor laws (Executive Order 13673). If the offeror is a joint venture that is not itself a separate legal entity, each concern participating in the joint venture shall separately comply with the requirements of this provision.

(1)(i) For solicitations issued on or after October 25, 2016 through April 24, 2017: The Offeror [☐] does [☐] does not anticipate submitting an offer with an estimated contract value of greater than \$50 million.

(ii) For solicitations issued after April 24, 2017: The Offeror [☐] does [☐] does not anticipate submitting an offer with an estimated contract value of greater than \$500,000.

(2) If the Offeror checked "does" in paragraph (s)(1)(i) or (ii) of this provision, the Offeror represents to the best of the Offeror's knowledge and belief [Offeror to check appropriate block]:

[☐](i) There has been no administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the offeror (see definitions in paragraph (a) of this section) during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter; or

[☐](ii) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.

(3)(i) If the box at paragraph (s)(2)(ii) of this provision is checked and the Contracting Officer has initiated a responsibility determination and has requested additional information, the Offeror shall provide--

(A) The following information for each disclosed labor law decision in the System for Award Management (SAM) at www.sam.gov, unless the information is already current, accurate, and complete in SAM. This information will be publicly available in the Federal Awardee Performance and Integrity Information System (FAPIIS):

(1) The labor law violated.

(2) The case number, inspection number, charge number, docket number, or other unique identification number.

(3) The date rendered.

(4) The name of the court, arbitrator(s), agency, board, or commission that rendered the determination or decision;

(B) The administrative merits determination, arbitral award or decision, or civil judgment document, to the Contracting Officer, if the Contracting Officer requires it;

(C) In SAM, such additional information as the Offeror deems necessary to demonstrate its responsibility, including mitigating factors and remedial measures such as offeror actions taken to address the violations, labor compliance agreements, and other steps taken to achieve compliance with labor laws. Offerors may provide explanatory text and upload documents. This information will not be made public unless the contractor determines that it wants the information to be made public; and

(D) The information in paragraphs (s)(3)(i)(A) and (s)(3)(i)(C) of this provision to the Contracting Officer, if the Offeror meets an exception to SAM registration (see FAR 4.1102(a)).

(ii)(A) The Contracting Officer will consider all information provided under (s)(3)(i) of this provision as part of making a responsibility determination.

(B) A representation that any labor law decision(s) were rendered against the Offeror will not necessarily result in withholding of an award under this solicitation. Failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(C) The representation in paragraph (s)(2) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR 12.403.

(4) The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its representation at paragraph (s)(2) of this provision is no longer accurate.

(5) The representation in paragraph (s)(2) of this provision will be public information in the Federal Awardee Performance and Integrity Information System (FAPIS).

Note to paragraph (s): By a court order issued on October 24, 2016, this paragraph (s) 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.

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [☐] does, [☐] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [☐] does, [☐] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked ``does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:

— .

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of provision)

52.212-5 CONTRACT 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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

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

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 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).

 (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 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

 X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (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 (July 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.

 X (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]

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

 (ii) Alternate I (NOV 2011).

 (iii) Alternate II (NOV 2011).

 (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 (Jan 2017) (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)).
- ___ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
- ___ (20) 52.219-16, Liquidated Damages—Subcon-tracting 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 (July 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 (Sept 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 (July 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 (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (ii) Alternate I (March 2, 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.

___ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

___ (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 (June, 2016) (E.O. 13693).

___ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 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 Televisions (Jun 2014) (E.O.s 13423 and 13514).

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

___ (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[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

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

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

___ (45) 52.223-20, Aerosols (June, 2016) (E.O. 13693).

___ (46) 52.223-21, Foams (June, 2016) (E.O. 13693).

___ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

___ (ii) Alternate I (JAN 2017) of 52.224-3.

___ (48) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

___ (49) (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.

____ (50) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (51) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (52) 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).

____ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150

____ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (56) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

____ (58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

____ (59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

____ (62)(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) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

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

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 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.

(iv) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

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

- (vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- (vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (x) 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.
- (xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
- (xii) X (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiii) 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.)
- (xiv) 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)
- (xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
- (xvii) 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)(xvii): 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.
- (xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).
- (xix) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (B) Alternate I (JAN 2017) of 52.224-3.
- (xx) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xxi) 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).
- (xxii) 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.

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

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

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(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 the current contract period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of clause)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

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

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

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

(End of provision)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(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:

MICC FORT MCCOY
ATTN: PRE-AWARD SERVICES CONTRACTING OFFICER
1108 SOUTH R STREET
FORT MCCOY, WI 54656

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

(End of provision)

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.acquisition.gov>

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUNE 2012)

(a) Definitions. As used in this clause—

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(4) Receiving report means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

- (3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or
 - (4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.
 - (d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.
 - (e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.
- (End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

INVOICE AS 2-IN-1

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

NOT APPLICABLE

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0490
Issue By DoDAAC	W911SA
Admin DoDAAC	W90XCV
Inspect By DoDAAC	To Be Determined
Ship To Code	N/A
Ship From Code	To Be Determined
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	To Be Determined
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

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

EMAIL: TO BE DETERMINED

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

EMAIL: TO BE DETERMINED

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

(End of clause)

(a) Contract line items 0001 to 4002 are incrementally funded. For this/these item(s), the sum of \$0.00 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

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

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

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

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

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

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

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

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

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

On execution of contract **TO BE DETERMINED**

(End of clause)

5152.233-4000 AMC-LEVEL PROTEST PROGRAM (Feb 2014) (LOCAL CLAUSE)

Prior to submitting an agency protest, it is preferable that you first attempt to resolve your concerns with the responsible Contracting Officer. However, you may also file a protest to the Headquarters (HQ), Army Materiel Command (AMC). The HQ AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the Government Accountability Office (GAO) or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 35 calendar days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. If you want to file a protest under the HQ AMC-Level Protest Program, the protest must request resolution under that program and be sent to the address below.

Headquarters U.S. Army Materiel Command
Office of Command Counsel – Deputy Command Counsel
4400 Martin Road
Rm: A6SE040.001
Redstone Arsenal, AL 35898-5000
Fax: (256) 450-8840 or e-mail usarmy.redstone.usamc.mbx.protests@mail.mil

The AMC-Level Protest procedures are found at: <http://www.amc.army.mil/amc/commandcounsel.html>.

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

(End of Clause)