

1. Request No. W56HZV-13-T-0487	2. Date Issued 2013SEP06	3. Requisition/Purchase Request No. See Schedule	4. Cert For Nat Def. Under BDSA Reg. 2 and/or DMS Reg. 1	Rating DOA4
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5A. Issued By U.S. ARMY CONTRACTING COMMAND CCTA-ADEC WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL	6. Deliver by (Date) See Schedule
	7. Delivery <input type="checkbox"/> FOB Destination <input checked="" type="checkbox"/> Other

5B. For Information Call: (Name and telephone no.) (No collect calls) JACOB SILCOX (586) 282-3506 EMAIL: JACOB.SILCOX@US.ARMY.MIL	
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8. To: Name and Address, Including Zip Code	9. Destination (Consignee and address, including Zip Code)  See Schedule
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10. Please Furnish Quotations to the Issuing Office in Block 5A On or Before Close of Business (Date) 2013SEP16	IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please indicate on this form and return it to the address in Block 5B. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any interpretations and/or certifications attached to this Request for Quotation must be completed by the quoter.
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**11. Schedule (Include applicable Federal, State, and local taxes)**

Item Number (a)	Supplies/Services (b)	Quantity (c)	Unit (d)	Unit Price (e)	Amount (f)
	(See Schedule)				

12. Discount For Prompt Payment	a. 10 Calendar Days %	b. 20 Calendar Days %	c. 30 Calendar Days %	d. Calendar Days	
				Number	Percentage

**NOTE: Additional provisions and representations  are  are not attached.**

13. Name and Address of Quoter (Street, City, County, State and Zip Code)	14. Signature of Person Authorized to Sign Quotation	15. Date of Quotation
	<b>16. Signer</b>	
	a. Name (Type or Print)	b. Telephone
		Area Code
	c. Title (Type or Print)	Number

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**Name of Offeror or Contractor:**

SUPPLEMENTAL INFORMATION

Buyer Name: JACOB SILCOX  
 Buyer Office Symbol/Telephone Number: CCTA-ADEC/(586)282-3506  
 Type of Contract: Firm Fixed Price  
 Kind of Contract: Service Contracts  
 Weapon System: No Identified Army Weapons Systems

\*\*\* End of Narrative A0000 \*\*\*

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.204-4016 WARREN ELECTRONIC CONTRACTING	MAR/2013

(a) All Army Contracting Command - Warren (DTA) solicitations and awards are distributed on the Army Contracting Command - Warren Procurement Network (ProcNet) Business Opportunities website (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The Technical Data Packages (TDPs) and other documents, when available electronically, will be attachments or links to the solicitation package on ProcNet.

(b) You may need to use special software to view documents that we post on ProcNet. This viewing software is freeware, available for download at no cost from commercial websites like Microsoft and Adobe. In cases where such software is required, we provide a link from ProcNet to the commercial site where the software is available. Once you arrive at the software developer's site, follow its instructions to download the free viewer. You can then return to the ProcNet.

(c) Unless directed to do otherwise in Section L of this solicitation, you are required to submit your offer, bid, or quote electronically, via the Army Single Face to Industry (ASFI) Online Bid Response System (BRS). For detailed information about submitting your offer electronically, please see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>.

(d) Requirements for the online ASFI bid submission:

(1) You must be registered in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov) (a Federal Government owned and operated free web site) and have a CAGE Code and CCR Marketing Partner Identification Number (MPIN).

(2) If you found the solicitation on ProcNet, use the following link to the Start Bid Page on the ASFI BRS website for this solicitation:  
[https://acquisition.army.mil/asfi/solicitation\\_view.cfm?psolicitationnbr=W56HZV13T0487](https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=W56HZV13T0487)

(3) If you found the solicitation by searching on ASFI, you can start the online bidding process by using the Start Bid button on the ASFI Solicitation View page. You may also access the ASFI BRS by going to <https://acquisition.army.mil/asfi/> and clicking on the Contracting Opportunities Search to find the solicitation.

(4) Once in the ASFI BRS, you will be asked to enter basic information and will then be directed to upload one or more files containing your offer and information required by the solicitation.

(5) You will receive a confirmation of your bid upon completion of the bid submission process.

(6) You can find detailed BRS user instructions on the ASFI website at [https://acquisition.army.mil/asfi/BRS\\_guide.doc](https://acquisition.army.mil/asfi/BRS_guide.doc).

(e) Note to offerors:

Your attention is called to the solicitation closing date and time as stated on the cover page of this solicitation, local time for the Army Contracting Command - Warren (DTA), Michigan. In accordance with FAR 15.208(a), offerors are responsible for submitting proposals, and any revisions, and modifications, so as to be received by the Government office designated in the solicitation by the time specified.

It is the offeror's responsibility to assure their proposal is received by the date and time specified on the cover page of this solicitation. In accordance with FAR 15.208, if your proposal was not received at the initial point of entry to the Government infrastructure (in this case, received through ASFI) by the exact date and time specified on the cover page of this solicitation, it will be determined late. Proposal, as the term is used here, means ALL volumes and/or parts of the proposal.

Note: There is no "expected" or "target" length of time for proposal submission; size and content may be factors, therefore offerors are strongly cautioned to submit their proposals allowing adequate time for submission.

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**Name of Offeror or Contractor:**

Solicitations may remain posted on the AFSI Open Solicitation Web page after the solicitation closes. Even though the system will allow you to submit a proposal after the closing date/time, your proposal will be considered late and may not be considered for award. If you are responding to a Request for Proposal, your offer will not be considered if it is submitted after the closing date and time unless one of the exceptions is met at FAR 15.208(b). If you are responding to a Request for Quotation, your quote may be considered if it is received after the closing date, and it will not unduly delay award.

(f) Any award issued as a result of this solicitation will be distributed electronically. Awards and modifications posted on ProcNet represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release in the base contract or contract modifications, and you intend to submit an offer, notify the contracting officer in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(g) If you have questions or need help using ProcNet, call our E-commerce Contracting Help Desk at (586) 282-7059, or send an email to usarmy.detroit.acc.mbx.wrn-web-page-request@mail.mil. If you have questions about the content of any specific item posted on the ProcNet, please call the contract specialist or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center website at <http://www.dla.mil/SmallBusiness/Pages/ProcurementTechnicalAssistanceCenters.aspx> to find a location near you.

End of Provision

2            52.201-4000            ARMY CONTRACTING COMMAND-WARREN (DTA) OMBUDSPERSON            APR/2011

Information regarding the Ombudsperson for this contract is located at the following website:  
<http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm>

[End of Provision]

3            52.232-4087            PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN)            JAN/2012

TACOM-Warren uses Wide Area Workflow, Receipt and Acceptance (WAWF-RA) to electronically process vendor requests for payment. (See DFARS clause 252.232-7003, entitled Electronic Submission of Payment Requests and Receiving Reports). Under WAWF-RA, vendors electronically submit (and track) invoices, and receipt/acceptance documents/reports. Submission of hard copy DD250/invoices is no longer acceptable for payment purposes.

The contractor shall register to use WAWF-RA at <https://wawf.eb.mil>. There is no charge to use WAWF. Direct any questions relating to system setup and vendor training to the Help Desk at Ogden, UT at 1-866-618-5988. Web-based training for WAWF is also available at <https://wawftraining.eb.mil>

To obtain payment, WAWF requires the contractor to input/indicate the various DoDAAC (Department of Defense Activity Address Code) codes that apply to the acquisition. These codes can be found on the cover page of contracts/orders as described below.

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

- Your firms CAGE code (found in Block 15A of SF 33; Block 17a of SF 1449; Block 14 of SF 1442; Block 7 of SF 26)
- Issue and Admin DoDAAC Code (found in Block 7 of SF 33; Block 9 of SF 1449; Block 7 of SF 1442; Block 5 of SF 26)
- Ship-To DoDAAC Code (if deliverables are involved) (found in Section B of the contract where SF 33, SF 1442, or SF 26 is the cover page; Block 15 of SF 1449)
- Accept-By DoDAAC Code: If Inspection/Acceptance is Origin, use the Admin (DCMA)DoDAAC or the DoDAAC of the inspection/acceptance office if different than the Admin DoDAAC; if Destination, use the Ship-To DoDAAC Code. If Accepted-By Other: enter the DoDAAC of the activity designated to perform acceptance.
- Payment DoDAAC Code. (found in Block 25 of SF 33; Block 18a of SF 1449; Block 27 of SF 1442; Block 12 of SF 26)

The paying office DoDAAC and mailing address is located on the first page of the award. To track the status of your invoice, click on the link, Pay status (myInvoice-External link) at the bottom of the left-hand menu.

If your paying office is Columbus, direct any payment-related questions to the Defense Finance Accounting Services (DFAS) Columbus at 1-888-756-4571. Please have your order number and invoice ready when calling about payment status. If your paying office is other than

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**Name of Offeror or Contractor:**

Columbus, contact your contract administrator for the customer service phone/fax numbers.

[End of Clause]

This service is sole source to Guild Associates, Inc., CAGE Code 4X630

\*\*\* END OF NARRATIVE A0001 \*\*\*

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	SUPPLIES OR SERVICES AND PRICES/COSTS													
0001	LADS Repair													
0001AA	<p><u>REPAIR OF LADS PNUEMATIC/AIR SYSTEM AND REPLACE COEI/BIJ</u></p> <p>GENERIC NAME DESCRIPTION: LADS Repair                      PRON: S63UJ246EH PRON AMD: 02</p> <p>See Statement of Work in Section C</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0" data-bbox="259 987 779 1071"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>31-OCT-2013</td> </tr> </table> <p>\$</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	31-OCT-2013	1	LO		\$ _____
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	31-OCT-2013												

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**Name of Offeror or Contractor:**

## DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

4            52.237-4000            CONTRACTOR MANPOWER REPORTING (CMR)            FEB/2013  
(TACOM)

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 labor hours (including subcontractor labor hours) required for performance of services provided under this contract via secure data collection site. The contractor is required to completely fill in all required data fields in the format using the following web address: <https://cmra.army.mil> . The required information includes the following:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (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) Direct labor hours (including sub-contractors);
- (6) Direct labor dollars paid this reporting period (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- (9) Data collection cost;
- (10) 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);
- (11) Locations where contractor and sub-contractors 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);
- (12) Presence of deployment or contingency contract language; and
- (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk at : <https://cmra.army.mil>.

End of Clause]

Section C Description/Specification/Work Statement            Revised: 9/04/13

LADS unit (S/N G8630098) shall be cleaned and powerwashed.

The still shall be removed from the LADS unit and disassembled. The still shall then be cleaned, and any necessary repairs be made. The still shall then be reinstalled back into the LADS unit.

The Manifold Assembly shall be reworked and necessary fittings and parts to the air system shall be replaced.

The LADS shall be reassembled and a functional check of the system shall be performed. Missing COEI and BII shall be ordered for replacement. A new tarp shall be ordered. The end result is that the LADS unit be brought up to 10/20 standards to allow it to be re-fielded.

\*\*\* END OF NARRATIVE C0001 \*\*\*

INSPECTION AND ACCEPTANCE

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5	52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG/1996
6	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
7	(52.246-4009) (TACOM)	INSPECTION AND ACCEPTANCE POINTS: DESTINATION	FEB/1995

Inspection and acceptance of supplies offered under this purchase order shall take place as specified here. Inspection: DESTINATION.  
Acceptance: DESTINATION.

[End of Clause]

## DELIVERIES OR PERFORMANCE

8	52.242-15	STOP-WORK ORDER	AUG/1989
9	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
10	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY	AUG/2012

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**Name of Offeror or Contractor:**

CONTRACT ADMINISTRATION DATA

11                    52.232-4087                    PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN)                    AUG/2012

To obtain payment, WAWF requires the contractor to input/indicate the various DoDAAC (Department of Defense Activity Address Code) codes that apply to the acquisition. These codes can be found on the cover page of contracts/orders as described below.

The document type the contractor shall use is as follows:

- "Combo" is entered if the award is for supplies or supplies and services are being delivered.
- "2in1" is entered if the award is strictly for services being provided/delivered.

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

- Your firms CAGE code (found in Block 15A of SF 33; Block 17a of SF 1449; Block 14 of SF 1442; Block 7 of SF 26)
- Issue and Admin DoDAAC Code (found in Block 7 of SF 33; Block 9 of SF 1449; Block 7 of SF 1442; Block 5 of SF 26)
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- Accept-By DoDAAC Code: If Inspection/Acceptance is Origin, use the Admin (DCMA)DoDAAC or the DoDAAC of the inspection/acceptance office if different than the Admin DoDAAC; if Destination, use the Ship-To DODAAC Code. If Accepted-By Other: enter the DoDAAC of the activity designated to perform acceptance.
- Payment DoDAAC Code. (found in Block 25 of SF 33; Block 18a of SF 1449; Block 27 of SF 1442; Block 12 of SF 26)

The paying office DoDAAC and mailing address is located on the first page of the award. To track the status of your invoice, click on the link, Pay status (myInvoice-External link) at the bottom of the left-hand menu.

If your paying office is Columbus, direct any payment-related questions to the Defense Finance Accounting Services (DFAS) Columbus at 1-888-756-4571. Please have your order number and invoice ready when calling about payment status. If your paying office is other than Columbus, contact your contract administrator for the customer service phone/fax numbers.

[End of Clause]

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CONTRACT CLAUSES

12	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL/2013
13	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL/2013
14	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/2013
15	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
16	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
17	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
18	52.222-41	SERVICE CONTRACT ACT OF 1965	NOV/2007
19	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
20	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
21	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
22	52.243-1	CHANGES--FIXED PRICE (AUG 1987) -- ALTERNATE I (APR 1984)	APR/1984
23	52.245-1	GOVERNMENT PROPERTY (APR 2012) -- ALTERNATE I (APR 2012)	APR/2012
24	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
25	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
26	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
27	252.204-7000	DISCLOSURE OF INFORMATION	AUG/2013
28	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
29	252.204-7004	ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT	MAY/2013
30	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
31	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	JUN/2013
32	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	MAY/2013
33	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	JUN/2013
34	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
35	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	JUN/2013
36	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
37	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
38	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
39	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	JUN/2013
40	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
41	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
42	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	APR/2012
43	252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	APR/2012
44	252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL	MAY/2013
45	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (JUN 2013) -- ALTERNATE III (MAY 2002)	MAY/2002
46	52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES	MAY/1989

0036

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

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

Employee Class Monetary Wage -- Fringe Benefits
\_23000 See attached SCA Index of Wage Determinations.

(End of Clause)

47	52.213-4	TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	JUL/2013
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(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

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**Name of Offeror or Contractor:**

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

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

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

(v) 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).

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

(vii) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Jul 2013).

(v) 52.233-1, Disputes (July 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (Jul 2013).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(viii) 52.232-39, Unenforceability of Unauthorized Obligations (Jun 2013).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at \$25,000 or more).

(ii) 52.222-19, Child Labor Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(iii) 52.222-20, Walsh-Healey Public Contracts Act (Oct 2010) (41 U.S.C. 35-45) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iv) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).

(v) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793) (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vi) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).

(vii) 52.222-41, Service Contract Act of 1965, (Nov 2007) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wade Island, or the outer continental shelf lands).

(viii) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13148) (Applies to services performed on Federal facilities).

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**Name of Offeror or Contractor:**

(ix) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR[reg] Program or Federal Energy Management Program (FEMP) will be--

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

(x) 52.225-1, Buy American ActSupplies (Feb 2009) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(xi) 52.232-33, Payment by Electronic Funds TransferCentral Contractor Registration (Jul 2013). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(xii) 52.232-34, Payment by Electronic Funds TransferOther than Central Contractor Registration (Jul 2013). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xiii) 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241). Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jul 2013) (31 U.S.C. 6101 note). (Applies to contracts over \$30,000).

(ii) 52.211-17, Delivery of Excess Quantities (Sep 1989) (Applies to fixed-price supplies).

(iii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States.)

(iv) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 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): ://farsite.hill.af.mil/VFFARA.HTM or ://farsite.hill.af.mil/VDFARA.HTM or ://farsite.hill.af.mil/VFAFARA.HTM

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights --

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays

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of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Governments convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractors records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of Clause)

48

52.219-28

POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION

JUL/2013

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

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

"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 the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at

<http://www.sba.gov/content/table-small-business-size-standards>

**Name of Offeror or Contractor:**

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code \_\_\_\_\_ assigned to contract number \_\_\_\_\_. [Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

49            52.252-6            AUTHORIZED DEVIATIONS IN CLAUSES            APR/1984

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

(b) The use in this solicitation or contract of any DoD FAR SUPPLEMENT (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of Clause)

50            52.213-4010            ADDITIONAL GENERAL CLAUSES            FEB/1997  
(TACOM)

The following three FAR clauses apply to this purchase order, in addition to the other clauses contained in, or cited in, the document:

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

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

(A) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(B) Method of shipment or packing.

(C) Place of delivery.

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

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

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

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

[End of Clause]

(2) TERMINATION FOR CONVENIENCE OF THE GOVERNMENT  
52.249-1

(APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

[End of Clause]

(3) DEFAULT--FIXED-PRICE SUPPLY AND SERVICE  
52.249-8

(APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. See referenced FAR cite for full provision

[End of Clause]

**CONTINUATION SHEET**

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**PIIN/SIIN** W56HZV-13-T-0487

**MOD/AMD**

**Name of Offeror or Contractor:**

LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 0001	SCA WDOL WAGE DETERMINATION CUMBERLAND COUNTY NC	05-SEP-2013	009	

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**Name of Offeror or Contractor:**

## REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

51	52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL/2013
52	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011

53	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	JUL/2013
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(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 333318 .

(2) The small business size standard is 1000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

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(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

\_\_\_ (i) 52.219-22, Small Disadvantaged Business Status.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

\_\_\_ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of

Name of Offeror or Contractor:

Certain Equipment Certification.

\_\_\_ (iv) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services Certification.

\_\_\_ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA Designated Products (Alternate I only).

\_\_\_ (vi) 52.227-6, Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through https://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within 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 the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. 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.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

54 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS MAY/2013

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(ii) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus Representation. Applies to all solicitations with institutions of higher education.

(iii) 252.216-7008, Economic Price Adjustment Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.229-7012, Tax Exemptions (Italy) Representation. Applies to solicitations and contracts when contract performance will be in Italy.

(vi) 252.229-7013, Tax Exemptions (Spain) Representation. Applies to solicitations and contracts when contract performance will be in Spain.

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(vii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer:

- (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.
- (ii) 252.225-7000, Buy AmericanBalance of Payments Program Certificate.
- (iii) 252.225-7020, Trade Agreements Certificate.
- Use with Alternate I.
- (iv) 252.225-7022, Trade Agreements CertificateInclusion of Iraqi End Products.
- (v) 252.225-7031, Secondary Arab Boycott of Israel.
- (vi) 252.225-7035, Buy AmericanFree Trade AgreementsBalance of Payments Program Certificate.
- Use with Alternate I.
- Use with Alternate II.
- Use with Alternate III.
- Use with Alternate IV.
- Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.acquisition.gov/>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within 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 the changes identified below [offeror to insert changes, identifying change by provision number, title, date]. 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.

FAR/DFARS Provision #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

55	252.209-7995 (DEV 2013- 00010)	REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW -- FISCALYEAR 2013 APPROPRIATIONS (DEV 2013-00010)	APR/2013
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(a) In accordance with sections 8112 and 8113 of Division C and sections 514 and 515 of Division E of the Consolidated and Further Continuing Appropriations Act, 2013,(Pub. L. 113-6), none of the funds made available by that Act for DoD (including Military Construction funds) may be used to enter into a contract with any corporation that--

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

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

(b) The Offeror represents that--

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

(2) It is  is not  a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

## INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

56	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
57	52.237-1	SITE VISIT	APR/1984
58	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE	APR/2008

Any contract awarded as a result of this solicitation will be  DX rated order;  DO rated order; certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of Provision)

59	52.252-1	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	FEB/1998
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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.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <http://farsite.hill.af.mil/VFAFARA.HTM>

60	52.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS	APR/1984
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(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the provision.

(b) The use in this solicitation of any DoD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

WD 05-2394 (Rev.-14) was first posted on www.wdol.gov on 06/25/2013  
 \*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210
		Wage Determination No.: 2005-2394
Diane C. Koplewski		Revision No.: 14
Director		Date Of Revision: 06/19/2013
Division of		
Wage Determinations		

States: North Carolina, South Carolina

Area: North Carolina Counties of Beaufort, Bladen, Brunswick, Carteret,  
 Columbus, Craven, Cumberland, Dare, Duplin, Greene, Harnett, Hoke, Hyde,  
 Johnston, Jones, Lee, Lenoir, Martin, Moore, New Hanover, Onslow, Pamlico,  
 Pender, Pitt, Richmond, Robeson, Sampson, Scotland, Tyrrell, Washington, Wayne,  
 Wilson  
 South Carolina Counties of Dillon, Horry, Marion, Marlboro

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.40
01012 - Accounting Clerk II		14.00
01013 - Accounting Clerk III		15.65
01020 - Administrative Assistant		19.33
01040 - Court Reporter		14.47
01051 - Data Entry Operator I		11.58
01052 - Data Entry Operator II		12.64
01060 - Dispatcher, Motor Vehicle		16.32
01070 - Document Preparation Clerk		11.40
01090 - Duplicating Machine Operator		11.40
01111 - General Clerk I		11.48
01112 - General Clerk II		12.53
01113 - General Clerk III		14.06
01120 - Housing Referral Assistant		17.94
01141 - Messenger Courier		10.81
01191 - Order Clerk I		11.60
01192 - Order Clerk II		12.66
01261 - Personnel Assistant (Employment) I		13.15
01262 - Personnel Assistant (Employment) II		14.71
01263 - Personnel Assistant (Employment) III		18.35
01270 - Production Control Clerk		17.84
01280 - Receptionist		10.77
01290 - Rental Clerk		11.75
01300 - Scheduler, Maintenance		12.79
01311 - Secretary I		12.79
01312 - Secretary II		14.47
01313 - Secretary III		17.94
01320 - Service Order Dispatcher		11.54
01410 - Supply Technician		19.33
01420 - Survey Worker		13.16
01531 - Travel Clerk I		11.20
01532 - Travel Clerk II		11.93
01533 - Travel Clerk III		12.67
01611 - Word Processor I		12.41
01612 - Word Processor II		13.92
01613 - Word Processor III		15.58
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		19.71

05010 - Automotive Electrician	19.33
05040 - Automotive Glass Installer	17.76
05070 - Automotive Worker	17.76
05110 - Mobile Equipment Servicer	15.82
05130 - Motor Equipment Metal Mechanic	19.71
05160 - Motor Equipment Metal Worker	17.76
05190 - Motor Vehicle Mechanic	19.71
05220 - Motor Vehicle Mechanic Helper	14.83
05250 - Motor Vehicle Upholstery Worker	16.17
05280 - Motor Vehicle Wrecker	17.76
05310 - Painter, Automotive	18.99
05340 - Radiator Repair Specialist	17.76
05370 - Tire Repairer	11.68
05400 - Transmission Repair Specialist	19.71
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.08
07041 - Cook I	11.58
07042 - Cook II	13.08
07070 - Dishwasher	8.48
07130 - Food Service Worker	8.48
07210 - Meat Cutter	13.62
07260 - Waiter/Waitress	9.32
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.05
09040 - Furniture Handler	11.47
09080 - Furniture Refinisher	17.05
09090 - Furniture Refinisher Helper	13.34
09110 - Furniture Repairer, Minor	15.17
09130 - Upholsterer	17.05
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.90
11060 - Elevator Operator	8.90
11090 - Gardener	13.69
11122 - Housekeeping Aide	9.40
11150 - Janitor	9.40
11210 - Laborer, Grounds Maintenance	10.22
11240 - Maid or Houseman	8.05
11260 - Pruner	9.16
11270 - Tractor Operator	12.44
11330 - Trail Maintenance Worker	10.22
11360 - Window Cleaner	10.49
12000 - Health Occupations	
12010 - Ambulance Driver	14.47
12011 - Breath Alcohol Technician	15.98
12012 - Certified Occupational Therapist Assistant	23.49
12015 - Certified Physical Therapist Assistant	23.49
12020 - Dental Assistant	15.81
12025 - Dental Hygienist	29.84
12030 - EKG Technician	24.17
12035 - Electroneurodiagnostic Technologist	24.17
12040 - Emergency Medical Technician	14.47
12071 - Licensed Practical Nurse I	14.29
12072 - Licensed Practical Nurse II	15.98
12073 - Licensed Practical Nurse III	17.83
12100 - Medical Assistant	12.14
12130 - Medical Laboratory Technician	17.08
12160 - Medical Record Clerk	12.81
12190 - Medical Record Technician	14.33
12195 - Medical Transcriptionist	15.43
12210 - Nuclear Medicine Technologist	33.19
12221 - Nursing Assistant I	9.44
12222 - Nursing Assistant II	10.61
12223 - Nursing Assistant III	11.58

12224 - Nursing Assistant IV	12.99
12235 - Optical Dispenser	15.99
12236 - Optical Technician	14.25
12250 - Pharmacy Technician	17.03
12280 - Phlebotomist	12.99
12305 - Radiologic Technologist	23.06
12311 - Registered Nurse I	22.96
12312 - Registered Nurse II	28.09
12313 - Registered Nurse II, Specialist	28.09
12314 - Registered Nurse III	33.98
12315 - Registered Nurse III, Anesthetist	33.98
12316 - Registered Nurse IV	40.72
12317 - Scheduler (Drug and Alcohol Testing)	20.57
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.27
13012 - Exhibits Specialist II	20.17
13013 - Exhibits Specialist III	24.67
13041 - Illustrator I	16.27
13042 - Illustrator II	20.17
13043 - Illustrator III	24.67
13047 - Librarian	22.33
13050 - Library Aide/Clerk	11.32
13054 - Library Information Technology Systems Administrator	20.17
13058 - Library Technician	15.22
13061 - Media Specialist I	14.61
13062 - Media Specialist II	16.27
13063 - Media Specialist III	18.15
13071 - Photographer I	14.21
13072 - Photographer II	15.85
13073 - Photographer III	19.62
13074 - Photographer IV	23.41
13075 - Photographer V	28.34
13110 - Video Teleconference Technician	16.35
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.20
14042 - Computer Operator II	15.88
14043 - Computer Operator III	18.75
14044 - Computer Operator IV	19.68
14045 - Computer Operator V	21.79
14071 - Computer Programmer I	22.75
14072 - Computer Programmer II	
14073 - Computer Programmer III	
14074 - Computer Programmer IV	
14101 - Computer Systems Analyst I	
14102 - Computer Systems Analyst II	
14103 - Computer Systems Analyst III	
14150 - Peripheral Equipment Operator	14.20
14160 - Personal Computer Support Technician	19.68
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.58
15020 - Aircrew Training Devices Instructor (Rated)	36.99
15030 - Air Crew Training Devices Instructor (Pilot)	41.77
15050 - Computer Based Training Specialist / Instructor	30.11
15060 - Educational Technologist	25.36
15070 - Flight Instructor (Pilot)	41.77
15080 - Graphic Artist	21.52
15090 - Technical Instructor	18.45
15095 - Technical Instructor/Course Developer	22.57
15110 - Test Proctor	14.89
15120 - Tutor	14.89
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.27

16030 - Counter Attendant	8.27
16040 - Dry Cleaner	10.20
16070 - Finisher, Flatwork, Machine	8.27
16090 - Presser, Hand	8.27
16110 - Presser, Machine, Drycleaning	8.27
16130 - Presser, Machine, Shirts	8.27
16160 - Presser, Machine, Wearing Apparel, Laundry	8.27
16190 - Sewing Machine Operator	10.85
16220 - Tailor	11.49
16250 - Washer, Machine	8.90
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.22
19040 - Tool And Die Maker	22.18
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.45
21030 - Material Coordinator	17.84
21040 - Material Expediter	17.84
21050 - Material Handling Laborer	10.32
21071 - Order Filler	10.09
21080 - Production Line Worker (Food Processing)	12.45
21110 - Shipping Packer	13.41
21130 - Shipping/Receiving Clerk	13.41
21140 - Store Worker I	11.35
21150 - Stock Clerk	15.84
21210 - Tools And Parts Attendant	12.45
21410 - Warehouse Specialist	12.45
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	21.35
23021 - Aircraft Mechanic I	20.34
23022 - Aircraft Mechanic II	21.35
23023 - Aircraft Mechanic III	22.92
23040 - Aircraft Mechanic Helper	15.11
23050 - Aircraft, Painter	19.31
23060 - Aircraft Servicer	17.20
23080 - Aircraft Worker	18.24
23110 - Appliance Mechanic	17.05
23120 - Bicycle Repairer	13.11
23125 - Cable Splicer	23.00
23130 - Carpenter, Maintenance	17.05
23140 - Carpet Layer	16.29
23160 - Electrician, Maintenance	20.76
23181 - Electronics Technician Maintenance I	20.99
23182 - Electronics Technician Maintenance II	22.91
23183 - Electronics Technician Maintenance III	24.22
23260 - Fabric Worker	15.24
23290 - Fire Alarm System Mechanic	17.96
23310 - Fire Extinguisher Repairer	14.25
23311 - Fuel Distribution System Mechanic	18.40
23312 - Fuel Distribution System Operator	14.31
23370 - General Maintenance Worker	16.30
23380 - Ground Support Equipment Mechanic	20.34
23381 - Ground Support Equipment Servicer	17.20
23382 - Ground Support Equipment Worker	18.24
23391 - Gunsmith I	14.13
23392 - Gunsmith II	16.30
23393 - Gunsmith III	18.40
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.40
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.42
23430 - Heavy Equipment Mechanic	18.81
23440 - Heavy Equipment Operator	17.31
23460 - Instrument Mechanic	18.40

23465 - Laboratory/Shelter Mechanic	17.41
23470 - Laborer	10.32
23510 - Locksmith	17.05
23530 - Machinery Maintenance Mechanic	20.47
23550 - Machinist, Maintenance	18.40
23580 - Maintenance Trades Helper	13.34
23591 - Metrology Technician I	18.40
23592 - Metrology Technician II	19.42
23593 - Metrology Technician III	20.40
23640 - Millwright	20.34
23710 - Office Appliance Repairer	17.05
23760 - Painter, Maintenance	17.05
23790 - Pipefitter, Maintenance	18.17
23810 - Plumber, Maintenance	17.26
23820 - Pneudraulic Systems Mechanic	18.40
23850 - Rigger	18.40
23870 - Scale Mechanic	16.30
23890 - Sheet-Metal Worker, Maintenance	18.40
23910 - Small Engine Mechanic	16.11
23931 - Telecommunications Mechanic I	23.46
23932 - Telecommunications Mechanic II	24.76
23950 - Telephone Lineman	21.84
23960 - Welder, Combination, Maintenance	18.40
23965 - Well Driller	18.40
23970 - Woodcraft Worker	18.40
23980 - Woodworker	14.25
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.68
24580 - Child Care Center Clerk	14.58
24610 - Chore Aide	9.33
24620 - Family Readiness And Support Services Coordinator	13.63
24630 - Homemaker	16.20
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	19.87
25040 - Sewage Plant Operator	19.00
25070 - Stationary Engineer	20.69
25190 - Ventilation Equipment Tender	14.40
25210 - Water Treatment Plant Operator	19.00
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.25
27007 - Baggage Inspector	12.21
27008 - Corrections Officer	15.39
27010 - Court Security Officer	16.56
27030 - Detection Dog Handler	14.10
27040 - Detention Officer	15.39
27070 - Firefighter	15.64
27101 - Guard I	12.21
27102 - Guard II	14.10
27131 - Police Officer I	17.27
27132 - Police Officer II	19.18
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.38
28042 - Carnival Equipment Repairer	12.16
28043 - Carnival Equipment Worker	8.90
28210 - Gate Attendant/Gate Tender	12.73
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	14.24
28510 - Recreation Aide/Health Facility Attendant	11.10
28515 - Recreation Specialist	14.99
28630 - Sports Official	11.34
28690 - Swimming Pool Operator	18.94
29000 - Stevedoring/Longshoremen Occupational Services	

29010 - Blocker And Bracer	16.04
29020 - Hatch Tender	16.04
29030 - Line Handler	16.04
29041 - Stevedore I	15.00
29042 - Stevedore II	17.13
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 1)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 1)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 1)	27.16
30021 - Archeological Technician I	15.11
30022 - Archeological Technician II	18.98
30023 - Archeological Technician III	22.25
30030 - Cartographic Technician	22.36
30040 - Civil Engineering Technician	19.11
30061 - Drafter/CAD Operator I	15.11
30062 - Drafter/CAD Operator II	16.96
30063 - Drafter/CAD Operator III	18.98
30064 - Drafter/CAD Operator IV	22.83
30081 - Engineering Technician I	14.39
30082 - Engineering Technician II	16.14
30083 - Engineering Technician III	18.06
30084 - Engineering Technician IV	22.38
30085 - Engineering Technician V	27.38
30086 - Engineering Technician VI	33.12
30090 - Environmental Technician	19.53
30210 - Laboratory Technician	22.43
30240 - Mathematical Technician	22.25
30361 - Paralegal/Legal Assistant I	15.95
30362 - Paralegal/Legal Assistant II	19.77
30363 - Paralegal/Legal Assistant III	24.18
30364 - Paralegal/Legal Assistant IV	29.25
30390 - Photo-Optics Technician	21.48
30461 - Technical Writer I	21.77
30462 - Technical Writer II	26.63
30463 - Technical Writer III	32.22
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 1)	18.98
Surface Programs	
30621 - Weather Observer, Senior (see 1)	20.69
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.37
31030 - Bus Driver	14.98
31043 - Driver Courier	11.73
31260 - Parking and Lot Attendant	8.42
31290 - Shuttle Bus Driver	12.85
31310 - Taxi Driver	9.29
31361 - Truckdriver, Light	12.85
31362 - Truckdriver, Medium	14.80
31363 - Truckdriver, Heavy	16.27
31364 - Truckdriver, Tractor-Trailer	16.27
99000 - Miscellaneous Occupations	
99030 - Cashier	8.14
99050 - Desk Clerk	9.83
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	10.07
99252 - Laboratory Animal Caretaker II	11.07
99310 - Mortician	22.74
99410 - Pest Controller	13.60
99510 - Photofinishing Worker	11.95

99710 - Recycling Laborer	12.53
99711 - Recycling Specialist	15.25
99730 - Refuse Collector	11.23
99810 - Sales Clerk	11.08
99820 - School Crossing Guard	12.86
99830 - Survey Party Chief	18.64
99831 - Surveying Aide	11.03
99832 - Surveying Technician	15.12
99840 - Vending Machine Attendant	13.63
99841 - Vending Machine Repairer	16.43
99842 - Vending Machine Repairer Helper	13.63

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.81 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

1) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials

which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

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

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

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

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

**Conformance Process:**

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed

occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

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

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