

I. INTRODUCTION

A. This is a Combined Synopsis/Solicitation for commercial items prepared in accordance with the format in FAR Parts 12.6 as supplemented with additional information in this notice. This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued.

B. The combined synopsis and Request for Proposal (RFP) number is: W9098S-13-R-0011.

C. Posting Date: 21 February 2013

D. Response Date: 26 March 2013 NLT 1200 EST

E. Proposals must be received by ACC-WRN no later than **1200 hrs EST, 26 March 2013**. Email bid to Kathryn.i.prose.mil@mail.mil. Offeror must be registered in System for Award Management (SAM) prior to receiving an award. Refer to website <https://www.sam.gov/portal/public/SAM/>.

F. Contracting Office: Army Contracting Command - Warren (ACC-WRN) 6501 E. Eleven Mile, Warren, MI 48397.

G. This solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 05-65 dated 29 January 2013.

H. The NAICS code applicable to this acquisition is 325510. Offeror must be certified under this NAICS code prior to receiving an award.

I. This Combined Synopsis Solicitation contains clauses and provisions requiring a fill-in or representation (Section titled Representation, Certification and Other Statements of Offerors). Offeror shall submit a copy of this Combined Synopsis Solicitation with their bid and respond to these clauses and provisions accordingly. A failure to complete these fill-ins may cause your offer to be determined ineligible for award.

J. Basis for award- ACC-WRN intends to award to the lowest price, technically acceptable offeror. The Government may also choose to negotiate if only one offeror is received. See provision at 52.209-4011 - Contractor Responsibility and Eligibility for Award for further details.

J. Small Business Set-Aside: N/A

II. GENERAL

A. The Joint Manufacturing and Technology Center in Rock Island, Illinois has a requirement for paint and paint supplies using a Vendor Managed Inventory System (VMI).

B. This contract will be a 5-year Indefinite Delivery/Indefinite Quantity (IDIQ) contract with five ordering periods:

Year One – date of award to 365 days

Year Two – 366 days to 730 days

Year Three – 731 days to 1,095 days

Year Four – 1,096 days – 1,460 days

Year Five – 1,461 days – 1,825 days

C. The Government is to place an order for the Guaranteed Minimum Quantity on this contract. The Guaranteed Minimum Quantity is 1 Lot (1 Lot = all items on the list for a period of 1 year). This guaranteed minimum quantity is the only guaranteed quantity to be awarded under this solicitation. The Government is under no further obligation to order additional quantity. The maximum quantity for the life

of this contract is 5 Lots. Only RIA-JMTC, TARA-CT, Rock Island is authorized to issue delivery orders under this IDIQ contract.

D. Attachments:

- 0001 Combined Synopsis/Solicitation
- 0002 Scope of Work dated 31 January 2013
- 0003 Paint and Paint Supply List
- 0004 Price Evaluation Sheet
- 0005 Contract Data Requirements List (CDRL)

E. This acquisition is DO rated under the Defense Priorities and Allocations System (DPAS).

III. SOURCE SELECTION PROCESS - This solicitation represents a Lowest Price Technically Acceptable (LPTA) source selection process. Selection of the successful Offeror shall be made following an assessment of each proposal against the requirements described herein and the criteria set forth below. Award will be made to the Offeror whose proposal represents the lowest price technically acceptable value to the Government.

IV. INSTRUCTIONS TO OFFERORS

A. Rejection of Offers - Offerors shall carefully read, understand, and provide all the information requested in the Proposal. Proposals should be specific, complete, and should state how you will meet the requirements of this solicitation. If there are parts of this section you do not understand, request clarification from the Contract Specialist in writing before the closing date of this solicitation. The circumstances that may lead to the rejection of a proposal are:

1. Failure to submit a complete proposal to include requirements of this section with the offer.
2. A Proposal merely repeats the contract Statement of Work without elaboration. Proposals must effectively, efficiently and clearly describe the offeror's capabilities to successfully perform under the resultant contract.
3. A proposal provides some data but omits significant data and information required by this section.
4. The proposal is unbalanced as to cost or price. An unbalanced offer is one which is based on costs or prices significantly high or low for one given period versus another period.
5. The proposal price is unreasonable or unaffordable.
6. The proposal offers a product that does not meet all stated material requirements of the solicitation.
7. If an offeror fails to submit unit prices for all items in each Ordering Period listed on the Price Evaluation Sheet, its proposal may be considered unacceptable and the Government may reject the proposal.

B. Proposal Instructions

1. Proposals shall be submitted in accordance with the requirements of the request for proposal (RFP) and the instructions set forth below. Proposals should be specific, complete and state clearly how you will meet the requirements of the solicitation. Sufficient substantiation should be submitted to permit the Government to determine that your offer meets all the requirements of the solicitation.

Proposals shall consist of three separate sections:

- a) Section 1: Certifications and Representations
- b) Section 2: Technical Proposal
- c) Section 3: Price

2. Extreme care and attention should be given to ensure that all required items are included in the proposal.

3. The Contractor shall provide an electronic cover letter (letter of transmittal) which shall identify all enclosures being transmitted in the message.

4. One copy of this solicitation with all clause and other fill-ins completed.

5. An affirmative statement that the Offeror proposes to meet all the requirements of the Statement of Work.

6. A statement of agreement to all the terms, conditions, and provisions of this solicitation.

Section 1: Certification & Representations

In this section Offerors shall include the following:

1. A scanned image of the contractors proposal as a cover page signed by a person authorized to sign proposals on behalf of the Offeror. The cover page shall be on company letterhead and at a minimum include the following:

- a) Proposal number
- b) Company name and address
- c) Point of contact, Phone number and email address
- d) Company DUNS and cage code
- e) Affirmative statement that the Offeror proposes to meet all the requirements of the Statement of Work.
- f) A statement of agreement to all the terms, conditions, and provisions of this solicitation.

2. One copy of the Representation, Certification and Other Statements of Offerors section of this contract, with all fill-ins completed.

3. For other than US Small Business concerns, the offeror shall be prepared to submit a Small Business Subcontracting Plan within 14 days of request by the Contracting Officer in accordance with 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)) (ii) Alternate I (Oct 2001) of 52.219-9

Section 2: Technical Proposal

1. The offeror must clearly demonstrate its ability to meet all aspects of the Statement of Work (SOW) through submission of a proposal that is specific, complete, and contains sufficient substantiation that the offer meets all of the requirements of the SOW.

2. The offeror must demonstrate a clear understanding of the requirements within the SOW and state its approach to fulfilling the requirement.

3. Plan for daily and emergency stocking

5. Response Plan for defective items

6. Plan for report submission

Section 3: Price Proposal

1. The offeror's price proposal must be a separate document, and not be included in the Technical Proposal. Prices must be filled out on the attached Price Evaluation Spreadsheet (PES) (Attachment 0004). Offerors must submit prices and Country of Origin for all items in each ordering period.
2. The offeror shall enter firm fixed prices for each Vendor Managed Item in each Ordering Period, on the applicable Price Evaluation Sheet. In order to be acceptable, an offer must include firm fixed unit prices for all ordering periods and all items listed on the Price Evaluation Sheet. Any order placed against the resulting contract through the use of the Vendor Managed Inventory system will be at the unit price offered by the contractor for the item listed in the Pricing Evaluation Sheet in the applicable Ordering Period. Note that upon award of the contract the Price Evaluation Spreadsheet will become the Price Sheet. All unit prices proposed will be binding. The Government reserves the right to require the submission of any data (i.e. other than cost or pricing data) necessary to validate the reasonableness of an offer. All unit prices in each ordering period will be analyzed for unfair or unbalanced pricing even if the offeror has the lowest total evaluated price.

V. EVALUATION CRITERIA AND BASIS FOR AWARD

A. Technical Proposal: The Government will evaluate the technical proposals submitted to determine the extent to which the offerors have demonstrated their knowledge, understanding, and ability to provide the items and service outlined in the Statement of Work (SOW). The Government will consider the soundness and thoroughness of the offeror's proposal. Proposals will be evaluated based on strengths and weaknesses in the offeror's technical approach to the SOW. Where risk is addressed under this factor, it is intended only to measure the risk associated with the offeror's technical approach, and is not based on the offeror's past performance. Technical will be rated as a whole based on the following:

Acceptable: Proposal clearly meets the minimum requirements of the solicitation.

Unacceptable: Technical proposal is a proposal that does not clearly meet the minimum requirements of the solicitation.

B. Price

- a). The Government will evaluate offers based on prices proposed for each item in all Ordering Periods.
- b). For each proposal, the Government will calculate the Evaluated Ordering Period Price for each ordering period by summing all of the quoted prices for each VMI item on the Price Evaluation Spreadsheet.
- c). The Total Evaluated Price is the sum of each Evaluated Ordering Period Price for each ordering period.
- d). If an offeror fails to submit unit prices for all items in each Ordering Period listed on the Price Evaluation Sheet, its proposal may be considered unacceptable and the Government may reject the proposal.
- e). Any order placed against the resulting contract through the use of the Vendor Managed Inventory system will be at the unit price offered by the contractor for the item listed in the Pricing Evaluation Sheet in the applicable Ordering Period.

VI. SITE VISIT PRE-REGISTRATION

IMPORTANT INFORMATION FOR CONTRACTOR'S WHO WILL BE ATTENDING THE SCHEDULED SITE VISIT ON 7 MARCH 2013 AT 10:00AM CDT/CST LOCATED AT ROCK ISLAND ARSENAL

1. All official business visitors to Rock Island Arsenal must obtain an installation visitors badge prior to entering the installation. In an effort to expedite this process, we are requesting that you register your visitors with the Contract Specialist

Sabrina Lowe
EMAIL: Sabrina.l.lowe.cic@mail.mil

2. The following information is needed for registration:

First / Last Name

Middle Initial

Are You a U.S. Citizen – Yes or No

In addition, for Foreign Visitors:

Country visiting from

ID Number (Acceptable forms of ID are Passport, Visa Number, or Alien Registration)

Date of Birth

***For both U.S. Citizens and Foreign Visitors you will need to present your valid ID when entering Rock Island Arsenal check points.

Acceptable forms of ID for U.S. Citizens are: State issued picture ID, or federally issued picture ID.
Acceptable forms of ID for Foreign Visitors are: Passport, Visa Number, or Alien Registration.

*** For contractors that already have a RIA Contractor Visitors Badge, you may use these to enter Rock Island Arsenal, However you are still required to pre-register with the Contract Specialist listed above to reserve your place on the site visit.

3. Please instruct all your visitors to enter the installation through the Moline Gate. Visitors will be routed to the appropriate building once issued their visitors badge.

4. Upon providing the information above to the Contract Specialist, the meeting place for the site visit will be provided with confirmation stated that they have been registered.

5. While the site visit is not mandatory, it should be noted that an offer may have extreme difficulty in formulating an accurate bid on this project without first examining the planned locations of each machine and determine the existence of other potential obstacles. All site inspections and / or measurements, which must be taken in order to determine the suitability of the proposed location or to perform the design of this system, are the sole responsibility of the contractor.

6. During the site visit, contractors are urged to ask questions. Contractors are urged not to contact any other Government points of contact regarding any general information other than the Contract Specialist of this requirement. The Government will not be responsible for any information the Contractor obtains on their own. It is requested that all information/ questions be coordinated with the Contract Specialist in writing.

Site Visit (April 1984) FAR 52.237-1

(a) Offers or quotes are urged and expected to inspect the site where services are to be performed to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds from a claim after contract award.

Solicitation #: W9098S-13-R-0011

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	MAX AMOUNT
0001	VENDOR MANAGED INVENTORY FOR PAINT AN PAINT SUPPLY FFP	5	Lot	\$_____

Prices must be filled out on the attached price evaluation spreadsheet.

FOB: Destination

MAX NET AMOUNT \$_____

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

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	1 Lot	FOB: Destination	N/A

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JAN 2012
52.203-6	Restrictions on subcontractor sales to the Government Alternate I	SEP 2006
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.211-6	Brand Name or Equal	AUG 1999
52.211-17	Delivery of Excess Quantities	SEP 1989
52.212-1	Instructions to Offerors—Commercial Items	FEB 2012
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2012
52.214-34	Submission of Offers In The English Language	APR 1991
52.214-35	Submission of Offers In U.S. Currency	APR 1991
52.217-2	Cancellation Under Multiyear Contracts	OCT 1997
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.223-5	Pollution Prevention and Right-To-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.227-1	Authorization and Consent	DEC 2007
52.232-17	Interest	OCT 2010
52.242-13	Bankruptcy	JUL 1995
52.242-17	Government Delay of Work	APR 1994
52.247-34	F.O.B. Destination	NOV 1991
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011

252.204-7006	Billing Instructions	OCT 2005
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7003	Item Identification and Valuation	JUN 2011
252.212-7000	Offeror Representations and Certifications- Commercial Items	JUN 2005
252.225-7001	Buy American And Balance Of Payments Program	JUN 2012
252.225-7002	Qualifying Country Sources As Subcontractors	JUN 2012
252.225-7013	Duty-Free Entry	JUN 2012
252.225-7033	Waiver of United Kingdom Levies	APR 2003
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.246-7001	Warranty Of Data	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

(a) Definitions. As used in this provision—

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite- quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror () has () does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

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 a _____ DX; X 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. [Contracting Officer check appropriate box.]

(End of provision)

52.212-2 EVALUATION – COMMERCIAL ITEMS (JAN 1999)

(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:

Technically Acceptable
Lowest Price

(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)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2012)

(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) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

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

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(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. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (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 (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111- 5).

X (6) 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

X (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

___ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

___ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (11) [Reserved]

X (12)(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).

- (13)(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.
- (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).
- (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (iv) Alternate III (Jul 2010) of 52.219-9.
- (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of 52.219-23.
- (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15U.S.C. 657f).
- (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).
- (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).
- (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).
- (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (MAR 2012) (E.O. 3126).
- (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793). (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

(33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

(34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 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)(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.)

(36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

(37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

(ii) Alternate I (Dec 2007) of 52.223-16.

(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

(39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

(40)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (MAY 2012) (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, and 112-42).

(ii) Alternate I (Mar 2012) of 52.225-3.

(iii) Alternate II (Mar 2012) of 52.225-3.

(iv) Alternate III (Mar 2012) of 52.225-3.

(41) 52.225-5, Trade Agreements (MAY 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(42) 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).

(43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

(44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

(48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

____ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

____ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(51)(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.)

____ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, et seq.).

____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services— Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

____ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

____ (8) 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 (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns)

exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 1998) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)). Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 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)

52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)—ALTERNATE IV (OCT 2010)

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below: Data shall be submitted identical to types of data as certified cost or pricing data, consistent with Table 15-2 of FAR 15.408, but without the certification since this acquisition involves commercial items.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Five Year Firm-Fixed-Price contract resulting from this solicitation.

(End of provision)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **1 LOT** (insert dollar figure or quantity), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of **1 LOT** (insert dollar figure or quantity);

(2) Any order for a combination of items in excess of **1 LOT** (insert dollar figure or quantity); or

(3) A series of orders from the same ordering office within **30** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **7** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the

"maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year after date of final delivery.

(End of clause)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Identification No.

Material (*If none, insert "None"*)

_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with paragraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

“WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”-----

The Contractor shall insert the name of the substance(s).

(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 TACOM LCMC, ATTN: CCTA (Army Contracting Command - Warren - Protest Coordinator, Mail Stop 315, 6501 E. 11 Mile Rd., Warren, MI 48397-5000).

(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)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2012)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011) (Section 847 of Pub. L. 110-181).

(2) 252.203-7003, Agency Office of the Inspector General (APR 2012)(section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).

(3) 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(4) 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (JUN 2012) (15 U.S.C. 637).

(5) 252.219-7004, Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).

(6)(i) 252.225-7001, Buy American and Balance of Payments Program (JUN 2012) (41 U.S.C. chapter 83, E.O. 10582).

(ii) Alternate I (OCT 2011) of 252.225-7001.

(7) 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8) 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUN 2012) (10 U.S.C. 2533b).

(9) 252.225-7012, Preference for Certain Domestic Commodities (JUN 2012) (10 U.S.C. 2533a).

(10) 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(11) 252.225-7016, Restriction on Acquisition of Ball and Roller Bearing (JUN 2011) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).

(12) 252.225-7017, Photovoltaic Devices (JUN 2012) (Section 846 of Pub. L. 111-383).

(13)(i) 252.225-7021, Trade Agreements (JUN 2012) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(ii) Alternate I (OCT 2011) of 252.225-7021.

- ____ (iii) Alternate II (OCT 2011) of 252.225-7021.
- ____ (14) 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- ____ (15) 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- ____ (16)(i) 252.225-7036, Buy American Act—Free Trade Agreements—Balance of Payments Program (JUN 2012) (41 U.S.C. chapter 83 and 19 U.S.C. 3301 note).
- ____ (ii) Alternate I (JUN 2012) of 252.225-7036.
- ____ (iii) Alternate II (JUN 2012) of 252.225-7036.
- ____ (iv) Alternate III (JUN 2012) of 252.225-7036.
- ____ (v) Alternate IV (JUN 2012) of 252.225-7036.
- ____ (vi) Alternate V (JUN 2012) of 252.225-7036.
- ____ (17) 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- ____ (18) 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- X (19) 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- ____ (20) 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).
- ____ (21) 252.227-7015, Technical Data—Commercial Items (DEC 2011) (10 U.S.C. 2320).
- ____ (22) 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227.7102-4(c))(10 U.S.C. 2321).
- ____ (23) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- ____ (24) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84)
- ____ (25) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- X (26) 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- ____ (27) 252.246-7004, Safety of Facilities, Infrastructure, and Equipment For Military Operations (OCT 2010) (Section 807 of Pub. L. 111-84).
- ____ (28) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).
- ____ (29)(i) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) ____ Alternate I (MAR 2000) of 252.247-7023.

(iii) ____ Alternate II (MAR 2000) of 252.247-7023.

(iv) ____ Alternate III (MAY 2002) of 252.247-7023.

____ (30) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR (2000) (10 U.S.C. 2631).

____ (31) 252.247-7027, Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).

c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

(2) 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).

(3) 252.227-7015, Technical Data--Commercial Items (DEC 2011), if applicable (see 227.7102-4(a)).

(4) 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227.7102-4(c)).

(5) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(6) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

(7) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).

(8) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(9) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from date of contract award through five years after date of contract award.

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

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

52.0000-4002 SHIPPING/DELIVERY INSTRUCTIONS AND INFORMATION (OCT 2007)

1. THE COMPLETE 13-DIGIT PURCHASE ORDER, DELIVERY ORDER, OR CONTRACT NUMBER (The Number that starts with W9098S----) MUST BE ON THE OUTSIDE OF THE SHIPPING CONTAINER. This number must also appear on all packing slips, invoices, bills, or any communications regarding this order.

2. A Packing List must be included with each shipment.

3. Any excess quantity delivered, that is not covered by a Variation in Quantity clause, is subject to rejection.

4. SHIPMENT OR DELIVERY TO ANY ADDRESS OTHER THAN THE "SHIP TO" ADDRESS DESIGNATED IN THE PURCHASE ORDER/DELIVERY ORDER/CONTRACT (Block 14 of the DD1155, Block 15 of the SF1449, or Block 11 of the SF 26) MAY RESULT IN A DELAY IN PAYMENT.

5. ANY CHANGE IN THE "SHIP TO" ADDRESS MUST BE APPROVED BY A WRITTEN CONTRACT MODIFICATION FROM THE CONTRACTING OFFICER.

6. Information from FAR clause 52.232-25, Prompt Payment (FEB 2002), Paragraph (a)(5)(i): For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(End of Provision)

52.0000-4003 SAFETY & SECURITY NOTICES (JUL 2005)

ARSENAL ISLAND SAFETY REQUIREMENTS

1. All Contractors and Contractor personnel coming on to Arsenal Island must comply with the Rock Island Arsenal/Joint Manufacturing and Technology Center (RIA/JMTC), other Arsenal Island safety requirements and all federal, state, and local safety laws and regulations.

2. Contractors must provide their employees with, and the employees must use, all required safety equipment necessary for the work they are performing and/or the areas they are in.

3. This includes safety glasses, safety shoes, proper clothing, proper protective equipment and rigging.

4. All drivers on Arsenal Island must use seatbelts at all times when driving a motor vehicle.

5. If in doubt about any safety requirements, contact the Safety Office, AMSTA-RI-SF, 309-782-0207.

PHOTOGRAPHIC EQUIPMENT RESTRICTIONS

Reference: Commander's Policy Memo A-23, 18 March 2004. There are restrictions on the use of photographic devices in all non-public areas of Arsenal Island. This includes digital cameras, cell phones and PDAs with cameras. You must get permission from the Security and Intelligence Division, AMSTAR-RI-FPS, second floor, bldg. 102, 309-782-2871, to use any type of photographic device in any non-public area on Arsenal Island.

(End of Provision)

52.0000-4035 ROCK ISLAND ARSENAL SAFETY, LAW ENFORCEMENT, SECURITY, AND FIRE PREVENTION REQUIREMENTS/REGULATIONS (AUG 2004)

THIS CLAUSE APPLIES WHEN THE CONTRACTOR ENTERS ROCK ISLAND ARSENAL ISLAND.

a. **ROCK ISLAND ARSENAL SAFETY, LAW ENFORCEMENT, SECURITY, AND FIRE PREVENTION REQUIREMENTS.** Any contractor personnel entering Rock Island Arsenal (RIA) as the result of this order/contract are required to adhere to all regulations governing safety, law enforcement, security, and fire prevention in effect at the time of entrance. Failure to comply with said regulations may result in immediate removal from RIA. The contractor shall bear full responsibility of the consequences of said removal. Further clarifications of RIA regulations are available from the Contracting Officer for this order/contract.

b. **SECURITY REGULATIONS.** The contractor and employees shall meet the following special security conditions.

1. **SECURITY BADGES: ALL CONTRACTORS** who are performing construction or service work within the confines of Rock Island Arsenal will be required to obtain a Security Badge. Contractor personnel will, prior to or on the beginning date of work, report to the Security and Intelligence Division specified below. The type of badge issued and authorization for the badge will depend on the duration of the contract.

(a) Temporary Badges will be issued at the Security Desk located in building 23 when the contract is less than 30 days in duration. Prior to the badge being issued, the contractor will complete a SIORI Form 190-31, Validation Pass. Security personnel will then obtain verbal authorization from the Contracting Officer (CO), Contractor Officer Representative (COR) or the Contractor Authorized to Sign (CAS), as appropriate, to issue a badge to a contractor.

(b) Permanent or picture-type installation badges will be issued at the Security Desk located in building 102 when the contract exceeds 30 days in duration, the contractor is employed full-time on Arsenal Island (4-5 days a week) and resides in the local community (within 100 miles). The contractor will complete a SIORI Form 190-24 (Contractor Employee Record) and the record will be signed by the CO, COR or the CAS, as appropriate. Upon completion, a badge will be issued for the duration of the contract, however, a badge will not be issued for longer than a five year period.

(c) Lost badges will be reported to the Security Desk at building 23 as soon as possible. Contractors with permanent picture-type badges will receive a temporary two- week badge to allow sufficient time for the badge to be found. If the badge has not been found after the two-week period, a Lost Badge Report will be completed by the contractor, and a new permanent picture-type badge will be issued.

(d) Contractors are required to display installation badges above the waist in a conspicuous place on the upper part of the body on the outer clothing. Security badges are accountable and are required by the recipient to be safeguarded at all times to prevent theft, loss or misuse by unauthorized personnel.

(e) All badges must be retrieved upon completion of the contract, or any other circumstances that eliminate the requirement for access to the installation by the contractor. It is the responsibility of the CO, COR or CAS to ensure the badges are collected and returned to either Security Desk.

2. **DOD DECALS.**

(a) Vehicle registration and the display of the DoD decal is required for contractor employees who are employed full-time on Arsenal Island (4-5 days a week) and reside in the local community (within 100 miles). Registration requirements include possession of a valid state driver's license, supported by a RIA badge and possession of a current, original certificate of state registration, as required by the state in which the vehicle is registered.

(b) Contractor personnel registering a motor vehicle must comply with the automobile insurance laws of the State in which the vehicle is registered. Registration also implies knowledge of the requirement to remove and return the decal when registration is terminated, the owner sells or disposes of the vehicle, employment is terminated, or suspension or revocation of driving privileges has occurred.

(c) Vehicle registration and installation decals is not required for bicycles, motorcycles, company or off-road vehicle.

(d) All decals must be retrieved upon completion of the contract, or any other circumstances which eliminate the requirement for access to the installation by the contractor. It is the responsibility of the CO, COR or CAS to ensure the decals are collected and returned to either Security Desk.

3. PARKING.

(a) Parking is on a first-come, first served basis, provided the parking space is not posted with a reserved, visitor or handicapped parking sign. Parking is allowed in "marked" spaces only.

(b) All valid spaces are clearly marked with white lines on both sides of the space. Vehicles parked in other than valid spaces are subject to being issued a parking ticket.

4. NON U.S. CITIZENS:

(a) Foreign Nationals must be escorted by an installation employee who is a US Citizen at all times when in installation work areas. Security badges will be marked "Escort Required in All Areas". AMCFI is the approval authority for granting access to foreign nationals to AMC information systems.

(b) Immigrant Aliens must be escorted by a government employee who is a US Citizen at all times when in installation restricted areas. Security badges will be marked "Escort Required in Restricted Areas". AMCFI is the approval authority for granting access to immigrant aliens to AMC Information Technology (IT) systems.

5. Information Technology (IT) Positions and/or Processing Information Within IT Systems.

(a) Every contractor employee within the Department of Defense whose duties require access to IT Systems will have their positions identified by the government as either Information Technology (IT) I, II or III. Those contractor personnel identified as IT I, II and III will require a favorably completed security investigation as listed below. Completed forms will be submitted by the contractor to the Office of Personnel Management (OPM). Only after the investigation has been favorably completed will the contractor be given permanent access to the system. Temporary access may be authorized if the contractor provides a copy of the submitted investigation for the Security and Intelligence Division (AMSTA-RI-FPS) to review.

(1) IT-I Definition. Responsible for designing Army IT Systems. Investigation requirements: Single Scope Background Investigation.

(2) IT -II DEFINITION. Responsible for designing programs and/or administering systems in support of Army Information Assurance (IA). Investigation requirement: National Agency Check.

(3) IT-III Definition. Duties requiring a login ID and password for access to an Army IT System. Investigation requirement: National Agency Check.

(b) The contractor will ensure that investigations are returned to the "Commander, Rock Island Arsenal, ATTN: AMSTA-RI-FPS, Rock Island, IL 61299-5000".

(c) Electronic forms and instructions are available at www.dss.mil.

(d) Unfavorable Information: When unfavorable information is received by the government, the subject of that unfavorable information may be denied access until the information is adjudicated by the government.

6. UNESCORTED ACCESS TO RESTRICTED AREAS. Contractors whose duties have been designated by the government as requiring unescorted access to restricted areas must provide proof of a favorably completed personnel security investigation equivalent to an ADP III position as specified above.

7. ELECTRONIC ACCESS. The COR must coordinate, request and issue electronic access keys for contractor personnel. Contractor personnel must report the loss of electronic keys immediately.

c. SAFETY REGULATIONS. When the project location is inside of a manufacturing building where all employees and visitors are required to wear approved safety glasses, all contractor and subcontractor personnel are required to wear safety glasses on the project site.

d. RESTRICTED AREAS. Contractor's personnel will not be allowed within the restricted areas of the Arsenal without proper identification and authorization. Also, upon ingress/egress, their vehicles will be subjected to vehicle inspection by the regularly appointed guards of Rock Island Arsenal.

e. REMOVAL OF CONTRACTOR OR GOVERNMENT-FURNISHED PROPERTY. The following procedures are prescribed for the issuance of passes for removing contractor owned material and equipment which has been brought onto the Arsenal by authorized contractors for use in accomplishing work under a contract, or Government-furnished property which, under the terms of a contract, may properly be removed by the contractor.

1. It will be the responsibility of the contracting officer, or designated inspector to determine that property being removed by a contractor is property of the contractor, or Government-furnished property being removed under the terms of the applicable contract. In case Government-furnished property is involved, it will be the responsibility of the individuals designated above to insure that all accounting papers prescribed by the contract or other regulations have been completed before the contractor is permitted to remove the property.

2. The individuals designated for the purpose, will prepare and sign a Property Pass, DA Form 1818, which will contain the name of the contractor, the contract number, a listing of the property in sufficient detail to permit identification. The guard on duty at the exit gate will retain the pass and turn it in at the Police Station.

NOTE: The guards will not allow removal of contractor's property unless covered by the above pass. It is the contractor's responsibility to obtain the pass from the contracting officer's designated representative.

f. INSPECTION. All contractor and contractor employees' vehicles, equipment, and packages are subject to inspection or examination at entry/exit of the Arsenal. Security personnel/police will conduct inspection deemed necessary to enforce security requirements.

g. SMOKING POLICY.

1. Indoor smoking is not allowed in any workplace building on Arsenal Island.
2. Only the cafeterias and the Arsenal Club have designated indoor smoking areas available.
3. Outside smoking must occur at least 50 feet from building entrances and exits.
4. Contractors are required to enforce DOD/RIA 'No Smoking' rules for the Contractor's employees.

h. RADIOACTIVE MATERIALS AND RADIATION GENERATING EQUIPMENT. The Rock Island Arsenal Radiation Protection Program requires the Radiation Protection Officer (RIA-RPO) to have full knowledge of the location of radioactive materials and radiation generating equipment. Contractors and any other non-Army activities operating on the installation shall inform the RPO of any radioactive sources or equipment which generates ionizing radiation.

i. EMERGENCY MEDICAL TREATMENT.

1. The Rock Island Arsenal (RIA) Health Clinic, Bldg. 110, can provide medical care only for Government employees for work-related matters. Contractor employees are not eligible for routine health care at the RIA Health Clinic.

2. The RIA does have ambulance service and paramedics available for emergencies. In the event of a medical emergency (serious accident or illness), the RIA Health Clinic will care for any patient until other arrangements can be made.

3. Contractors shall inform all employees working at RIA of the following:

- (a) Limitations upon health care at the RIA Health Clinic.

- (b) Company policies and procedures for obtaining health care for work-related injuries or health problems.

(c) Emergency Phone Number For Rock Island Arsenal: Dial 911.
DIAL 911 FOR AMBULANCE, FIRE, MEDICAL EMERGENCIES

APPENDIX

Force Protection Directorate (AMSTA-RI-FP)
TO WHOM IT MAY CONCERN

The following information is required to expedite the work you will be performing on Rock Island Arsenal. Please read the instructions carefully, and provide the information requested utilizing the attached contract.

COMPANY NAME:

COMPANY ADDRESS:

CONTRACT NUMBER:

INCLUSIVE DATES OF CONTRACT:

WORK AREAS (Building Numbers):

HOURS OF OPERATION:

CONTRACTING OFFICER REPRESENTATIVE:

CONTRACTOR'S SUPERINTENDENT (Name, Address, Phone Number):

ESTIMATED NUMBER OF CONTRACTOR EMPLOYEES:

NAME AND PHONE NUMBER OF INDIVIDUAL COMPLETING THE ABOVE INFORMATION:

If you will be employing SUBCONTRACTORS, please forward a copy of this letter to each subcontractor company and ensure they respond appropriately.

The above information is to be forwarded to the Security Management Office prior to the start of the contract.

At the completion of the project, ALL badges MUST be returned to the Security Desk in Building 102, second floor.

If you have any questions or concerns, feel free to contact the security desk (309) 782-0551.

(End of clause)

52.0000-4148 COMMERCIAL PACKAGING, PACKING AND MARKING INSTRUCTIONS (OCT 1990)

(a) Material shall be prepared and packed for shipment in accordance with standard commercial practice (Level C) sufficiently protected to arrive in good condition.

(b) Marking of Shipments. In addition to markings required for transportation, shipping labels and documents shall include the contract or purchase order number. Individual piece markings shall comply with industry standards.

(End of clause)

52.0000-4173 EVALUATION OF OFFERS - ALL OR NONE AWARD (MAR 1988)

An offeror must quote on all items in this solicitation to be eligible for award. All items will be awarded only as a unit.

(End of provision)

52.0000-4834 AMC-LEVEL PROTEST PROGRAM (TACOM 52.233-4503/PADDS AS7010) (JUL 2007)

1. If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible Contracting Officer. However, you can also protest to Headquarters, 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 General Accounting Office 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 20 working days from filing. To be timely, protests must be filed

within the periods specified in FAR 33.103. Send protests (other than protests to the Contracting Officer) to:

HQ, Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
9301 Chapek Road 2-1SE3401
Fort Belvoir, VA 22060-5527
Facsimile Number (703) 806-8866/8875
Voice Number (703) 806-8762

2. Packages sent by FEDEX or UPS should be addressed to:

HQ, Army Materiel Command
Office of Command Counsel
Room 2-1SE3401
1412 Jackson Loop
Fort Belvoir, VA 22060-5527

3. The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protestlink.htm.

4. If Internet access is not available, contact the Contracting Officer or HQ, AMC Office of Command Counsel at (703) 806-8762 to obtain the AMC-Level Protest Procedures.

(End of clause)

52.0000-4934 DISCLOSURE OF UNIT PRICE INFORMATION (JUN 2005)

This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23, 1987), of our intention to release unit prices of the awardee in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the Contracting Officer is notified of your objection to such release prior to submission of initial proposals.

(End of clause)

52.0000-4941 WIDE AREA WORKFLOW (WAWF) RECEIPT/ACCEPTANCE FOR SUPPLIES (RIA-JMTC) (OCT 2007)

(a) To comply with the clause at 252.232-7003, "Electronic Submission of Payment Requests", the Rock Island Arsenal Joint Manufacturing & Technology Center (RIA-JMTC) contracting office uses the WAWF-RA Program. Receipts on this order will be processed via WAWF.

(b) The contractor shall register to use WAWF-RA at <https://wawf.eb.mil>. There is no charge to use WAWF. All questions relating to system setup and vendor training can be directed to the help desk at Ogden, UT. Their number is 1-866-618-5988.

(c) The contractor is required to use WAWF (<https://wawf.eb.mil>) using the DODAACs and information listed below.

Document Type: Invoice and Receiving Report (Combo)

Issued by DODAAC: Filled in at contract award

Admin by DODAAC: Filled in at contract award

Inspect by DODAAC: Filled in at contract award

Ship to Code: Filled in at contract award

Pay DODAAC: Filled in at contract award

Send More Email Notifications:

(d) Note: Some DODAACs will populate automatically in WAWF from your contract information stored in the Electronic Document Access (EDA) program. However, if the DODAAC in the above table is different,

overwrite the WAWF download with the information in the table for that field. Some DODAACs are not yet registered in WAWF.

(e) You can track your payment information by linking to the DFAS website from WAWF. The link is located at the bottom of the left side menu. Click on: Pay Status (my invoice-external link).

You may use this link for assistance in completing the WAWF documentation:

<http://www.dfas.mil/contractorpay/electroniccommerce/ECToolBox/CreateCIRR.swf>

Other WAWF training is available from the WAWF main website, or directly at:

<http://www.wawftraining.com>

(End of Clause)

52.204-4020 (TACOM) ACCESS AND GENERAL PROTECTION/SECURITY POLICY AND PROCEDURES (JUN 2012).

The contractor and all associated subcontractors' employees shall comply with applicable installation, facility, and area commander installation and facility access and local security policies and procedures (provided by the Government representative). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by the installation Provost Marshal Office, Director of Emergency Services, or Security Office. The contractor workforce must comply with all personal identity verification requirements as directed by DOD, HQDA, and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

(End of Clause)

52.209-4020 (TACOM) ANTI-TERRORISM (AT) LEVEL I TRAINING REQUIREMENT (JUN 2012).

All contractor employees, including subcontractor employees, requiring access to Army installations, facilities, or controlled access areas shall complete AT Level I awareness training within 45 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee to the COR (or to the contracting officer, if a COR is not assigned) within 5 calendar days after completion of training by all employees and subcontractor personnel. AT Level I awareness training is available at <https://atlevel1.dtic.mil/at>.

(End of Clause)

52.209-4022 (TACOM) iWATCH TRAINING (JUN 2012).

The contractor and all associated subcontractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 45 calendar days of contract award and within 5 calendar days of new employees' commencing performance, with the results reported to the COR no later than 5 calendar days after contract award.

(End of Clause)

REPRESENTATION, CERTIFICATION AND OTHER STATEMENTS OF OFFERORS

CLAUSES INCORPORATED BY REFERENCE

252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.212-7000	Offeror Representations and Certifications- Commercial Items	JUN 2005

CLAUSES INCORPORATED BY FULL TEXT

52.207-4 ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL
<hr/>			
<hr/>			
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(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

(a) Definitions. As used in this provision—

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite- quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror () has () does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (APR 2012) ALTERNATE I (APR 2011)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"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.

Inverted domestic corporation, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

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

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

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

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

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

(8) FSC 9610, Ores;

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

(10) FSC 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.

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 small business concern" means a small business concern—

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

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

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

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

(Offeror to identify the applicable paragraphs at (c) through (n) 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 on ORCA.]

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

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

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

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

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

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

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

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

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

(ii) It [ballot] is, [ballot] 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 [ballot] is, [ballot] 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 [ballot] is, [ballot] 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) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories

(TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts). (Check one of the following):

Average Annual

Number of Employees Gross Revenues

- 50 or fewer \$1 million or less
- 51 - 100 \$1,000,001 - \$2 million
- 101 - 250 \$2,000,001 - \$3.5 million
- 251 - 500 \$3,500,001 - \$5 million
- 501 - 750 \$5,000,001 - \$10 million
- 751 - 1,000 \$10,000,001 - \$17 million
- Over 1,000 Over \$17 million

(11) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search Database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(12) Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(10) 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, U.S. Trust Territory of the Pacific Islands (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) Certifications and representations required to implement provisions of Executive Order 11246-- (1) Previous Contracts and Compliance. The offeror represents that—

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

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

(2) Affirmative Action Compliance. The offeror represents that—

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) 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 Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--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 Act--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 Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

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

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, 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 Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (*Jan 2004*). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian End Products:

Line Item No.:

[List as necessary]

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (*Jan 2004*). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, 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 Act. 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; and

(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) [ballot] Have, [ballot] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. (i) Taxes are considered delinquent if both of the following criteria apply:

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

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

(ii) Examples.

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

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS

Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(1) Listed End Product

LINE ITEM NO.	COUNTRY 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 Act. (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 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 Act 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 a central contractor registration 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) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) Representation. By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation. (o) Sanctioned activities relating to Iran.

(1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror 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 of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does 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.

(End of provision)

52.225-18 PLACE OF MANUFACTURE (SEP 2006)

(a) Definitions. As used in this clause—

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except--

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

(b) 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.

(End of provision)

252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-00004) (JAN 2012)

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012,(Pub. L. 112-74) none of the funds made available by that Act 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.

(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)

252.225-7000 BUY AMERICAN--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JUN 2012)

(a) Definitions. “Commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “foreign end product,” “qualifying country,” “qualifying country end product,” and “United States” have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

(Line Item Number Country of Origin)

(Country of Origin)

(3) The following end products are other foreign end products, including 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 (ii) of the definition of "domestic end product":

(Line Item Number)-----

(Country of Origin (If known))-----

(End of provision)