

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W42CXS9162EN001		PAGE 1 OF 136	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W9124E-10-B-0002	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JONGMIN F. CARTER				b. TELEPHONE NUMBER (No Collect Calls) 337-531-2196	
8. OFFER DUE DATE/LOCAL TIME 20-Jan-2010		9. ISSUED BY MISSION & INSTALLATION CONTRACTING CMD DIRECTORATE OF CONTRACTING - FORT POLK 6661 WARRIOR TRAIL, BLDG 350 FORT POLK LA 71459 TEL: FAX:		10. THIS ACQUISITION IS ☐ UNRESTRICTED ☒ SET ASIDE: 100 % FOR ☐ SB ☐ HUBZONE SB ☐ 8(A) ☒ SVC-DISABLED VET-OWNED SB ☐ EMERGING SB SIZE STD: 7.0m NAICS: 561710		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE ☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION ☐ RFQ ☒ IFB ☐ RFP	
12. DISCOUNT TERMS		15. DELIVER TO CODE		16. ADMINISTERED BY CODE			
		SEE SCHEDULE					
17a. CONTRACTOR/ OFFEROR CODE		18a. PAYMENT WILL BE MADE BY CODE					
TEL.		FACILITY CODE					
☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		☐ 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE					
						23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED							
☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES ☒ TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE ☐ OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

PAGE 2 OF 136

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED
 ☐ INSPECTED
 ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

☐ COMPLETE
 ☐ PARTIAL
 ☐ FINAL

37. CHECK NUMBER

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
	CLIN 1001 Exhibit(s)	1	
	CLIN 0001 Exhibit(s)	1	
	CLIN 2002 Exhibit(s)	1	

STATEMENT OF WORKPERFORMANCE BASED STATEMENT OF WORK**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT****1 GENERAL**

1.1 Scope of Work. The contractor shall furnish all labor, materials, supplies, equipment, clothing and transportation to perform integrated pest management techniques in accordance with contract requirements post wide at Fort Polk, LA including Toledo Bend Recreation Site, Peason Ridge, MOUT Complex Site, Ranges, Bonner Lake and Alligator Lake, the Passenger Processing Facility at England Airpark, Alexandria, LA and other properties owned or leased by Fort Polk. This Scope of Work excludes the Family Housing Area. The work includes the performance of nuisance, structural, stored products, household pests, limited mosquitoes and biting flies, fly larvae, and other miscellaneous pest control services. The contractor shall perform to the standards in this contract and in accordance with Installation Pest Management Plan.

1.2 Licensing, Certifications, and Registration.

1.2.1. Licensing. The contractor shall be properly licensed. The contract manager and alternate contractor manager shall be certified.

1.2.2. State Certified. All employees that perform work on this contract shall be registered under the State of Louisiana Environmental Protection/Agency (EPA) Plan accepted in the State of Louisiana or Department of Defense (DOD) Plan for the Certification of Pesticide Applicators for the categories of pest control to be performed. Contractor personnel will not be permitted to apply any pesticide without the appropriate certification. Application of pesticides shall be restricted to the level of certification held by contractor employees. Proof of registration shall be carried at all times by personnel while performing work under this contractor.

1.2.3 Upon expiration of a current certification the contractor shall submit a copy of the renewed certification with five working days.

1.2.4. The Contractor's pesticide applicators shall be re-certified in accordance with State of Louisiana or EPA Plan accepted in the State of Louisiana or DOD Plan for Certification of Pesticide Applicators for the categories of pest control to be performed.

1.2.5. Contractor employees shall be licensed and/or certified in the following EPA DOD categories:

CATEGORY	DESCRIPTION
5	Aquatic Pest Control
6	Industrial Institutional Structural Health Related Pest (including Wood-Destroying Vertebrate Pest Control and Fumigation)
7	Public Health Pest Control C

1.3. Personnel.

1.3.1 The contractor shall provide a sufficient number of licensed, certified and experienced personnel to perform the requirements of this contract. The contractor shall not hire off-duty civilian and `military employees where employment would result in a conflict with DOD Directive 5500.7, "Joint Ethics Regulation".

1.3.2 Contract Manager. The contractor shall provide a licensed, fully certified Contract Manager with four years experience to conduct pest control operations who shall be responsible for the performance of work. This person shall be designated in writing to the Contracting Officer within 5 days of award of contract. The contractor shall provide a phone number for the contract manager during duty and non-duty hours. This individual shall be responsible for overall management and coordination of this contract and shall be available to meet with the Contracting Officer to discuss problem areas. The contract manager and alternate must be able to read, write, speak and understand English.

1.3.3 Contractor Personnel. Pesticide Applicators shall be State of Louisiana Certified/Registered and have 3 years experience in the Pest Management field. Contractor shall provide a copy of all licences and certifications to the Contracting Officer within 5 days of award of contract.

1.3.4 Identification of Contractor Personnel. The contractor shall provide identification badges for all employees, to be worn on the outer clothing at all times, while in the performance of work under this contract. Identification badges shall include:

Contract Number

Contractor's Name

Contractor's Phone Number

Worker's Name

Photograph of Worker

1.3.4 Conduct and Appearance.

1.3.4.1 Contractor personnel shall present a neat appearance and be easily recognized. All Contractor personnel shall be identifiable by contractor uniform with name tag and by wearing a clearly readable badge, furnished by the Contractor, made of durable material or plastic, as indicated in paragraph 1.3.3. The contractor shall ensure that the conduct of his employees shall not in any way be discourteous and shall present themselves in a professional appearance at all times. The conduct and appearance of contractor employees shall not reflect discredit upon this installation or upon the Department of the Army (DA).

1.3.5.2 All personnel employed by the Contractor in the performance of this contract, or any representative of the Contractor entering the Government reservation, shall abide by all the regulations of the installation which may be in effect during the contract period and as may be deemed necessary to ensure that no violations occur.

1.4. Vehicles and Equipment.

1.4.1. Contractor shall provide sufficient vehicles, equipment and supplies to perform required tasks.

1.4.2. Identification on Vehicles and Equipment. The contractor shall maintain legible markings (Logo) located on both sides of all contractor furnished vehicles and equipment, which shall include, as a minimum, the contractor's name (in at least three inch high letters), contractor's telephone number,

contractor assigned vehicle identification number. The contractor shall provide the Government a list of all contractor assigned vehicle identification numbers with a brief description of the vehicle to include make, year, model and color. Any changes to this list during the performance of the contract must be submitted in writing to the Contracting Officer within five (5) working days of the change.

1.4.3. Vehicles and equipment shall have a secured Locked compartment in which pesticides are stored. The compartment shall remain locked at all times, except when the contractor's personnel are either removing, or placing pesticides in the compartments.

1.4.4. Vehicle Operation. Operators of equipment and vehicles shall possess a valid operator's permit to operate contractor-furnished vehicles or equipment for work under the contract.

1.5. Hours of Operation.

1.5.1. Workweek Hours.

1.5.1.1. Normal Hours. The Contractor shall normally perform pest control services during the following hours: Monday – Friday, 0730-1630 hours. Exceptions to this are those instances where operational requirements preclude performance during normal duty hours and coordination has been made with the service recipient during the scheduling process. Specific examples include fogging of operational dining facilities and Child Development Center. Contractor shall pick-up service orders no later than 0800 hours daily and again at 1230 hours, Monday – Friday.

1.5.1.2. After Hours. The contractor shall provide the Contracting Officer and Contracting Officer Representative with a Local telephone number, which shall be answered 24 hours a day Monday through Sunday and cited Federal holidays for receipt of emergency work requests. Notification time shall begin when the Government makes a bonafide attempt to obtain services.

1.6. RESERVED

1.7. Environmental Protection.

1.7.1. The contractor shall comply with all Federal, State and Fort Polk rules and regulations concerning environmental protection, hazardous and toxic material, pesticide use and application, mixing and storage, disposition, protective equipment, transportation, spills and fires.

1.7.2. The contractor shall apply pesticides only after non-chemical controls have failed or to reduce heavy pest populations that require immediate reduction and in accordance with EPA approved Label directions.

1.7.3. The contractor shall immediately notify the Contracting Officer Representative of the release of any pesticide or any other substance that is not in accordance with EPA approved Label directions. If the Contractor is unable to contact the Contracting Officer Representative, the Contractor shall immediately notify the Contracting Officer and the Fort Polk Fire Department at telephone number 531-2026 (South Fort Polk) or 531-6154 (North Fort Polk).

1.7.4. The contractor shall clean up any pesticides or any other substances applied or otherwise released that are not in accordance with EPA Label directions. This includes spills, fires, excessive applications and dumping.

1.7.5. The contractor shall properly dispose of all wastes and empty material containers generated in performance of this contract at a State approved disposal site located off Fort Polk.

1.8. Safety Requirements.

1.8.1 The contractor shall conduct all work in a safe manner and in compliance with the Occupational Safety and Health Act (OSHA), Federal, State and Army requirements. If the contractor fails or refuses to promptly comply with safety requirements, a stop work order may be issued. No part of the time lost due to any such stop order shall be made the subject of claim for extension of time or for excess costs or damages by the contractor.

1.8.2 Equipment Safety.

1.8.2.1. All equipment used in the performance of this contract shall be kept intact, free of leaks and in good repair at all times. The Contractor shall comply with OSHA requirements and pertinent provisions of the publication, Safety and Health Requirements, EM385-1-1, Department of the Army, Corps of Engineers.

1.8.2.2. The Contractor or subcontractor(s) at any tier are at all times responsible for assuring equipment is in a safe and serviceable condition and shall perform all tasks in a safe and responsible manner.

1.8.3. Personnel Safety.

1.8.3.1. The Contractor shall perform work requirements in a manner to protect building occupants from any harm or injury. Work shall be scheduled to afford this protection.

1.8.3.2. The Contractor shall correct all safety deficiencies immediately upon notification of the deficiencies and shall notify the Contracting Officer (COR) of the corrective action to be taken.

1.8.3.3. The Contractor shall not leave equipment unattended while in use or unsecured while being stored at the work site.

1.8.3.4. Accident Protection and Emergency Medical Treatment

1.8.3.5. The Contractor shall have competent personnel trained and capable of dealing with minor personnel injuries. In addition, each contractor vehicle shall be equipped with first aid kits complying with OSHA and other Federal and State requirements to care for minor injuries normally sustained in the pest control industry.

1.9 **RESERVED**

1.10 **RESERVED**

1.11. Submittals.

1.11.1. The contractor shall submit a Certificate of Conformance prior to contract performance that all contractor-furnished supplies meet the herein.

1.11.2. Pesticides Approval. The contractor shall submit for approval to the Contracting Officer Representative, a copy of each label from a container of each type of pesticide to be used in this contract at least three (3) weeks (21 days) prior to contract performance. Any time a pesticide changes, the information on the label changes, or a different pesticide is used, another copy of the label shall be submitted three (3) weeks (21 days) prior to the pesticide being used in the performance of this contract. A Material Safety Data Sheet (MSDS) shall be provided for/and with each label submitted to the Contracting Officer Representative. Labels and their attached MSDS shall be arranged in alphabetical order with an index sheet for each submittal.

1.11.3. Notification Forms. Within ten days after contract award, the contractor shall submit to the Contracting Officer one copy of each of the contractor's proposed work order form and Call Back Card.

1.11.3.1. The work order form shall contain as a minimum the Contractor's Name, contract number, contract line item number, Government's original service order number, building number, target pest.

1.11.3.2. Call Back Card will also be used as a combination, No One Available, Return Call, Emergency Call, and No One Available card.

1.12. **Inspection by Regulatory Agencies.** The contractor shall notify the Contracting Officer immediately, by phone, of any inspection visit by an agent(s) or any regulatory agency. The contractor shall cooperate with the agency inspector. The contractor shall submit a written report to the Contracting Officer by close of business on the work day following completion of the inspection or visit, to include the name, identification number, agency of the inspectors and the reason for the visit. The contractor shall submit a copy of any reports received from any regulatory agencies (e.g. EPA, State of Louisiana)

to the Contracting Officer and Contracting Officer Representative. Such reports shall be submitted before close of business of the next business day.

1.13 Citations. Citations for non-compliance are a matter for resolution between the contractor, contracting officer and the issuing office of EPA, State of Louisiana, or any other regulatory authority. If citations are issued by Federal or State Officials, the contractor shall pay the fine. This does not release the contractor of Liability for cleanup or resultant damage.

1.14. Government Reserved Rights. The Government reserves the right to apply pesticides in limited amounts.

1.15. Applicable Publications. Mandatory publications applicable to the contract are available through the Contracting Officer Representative.

1.16. Quality Control.

1.16.1. Quality Control Plan. The contractor shall establish a complete Quality Control Program to assure the requirements of the contract are provided as specified. One copy of the contractor's basic Quality Control Plan shall be provided for the Contracting Officer's approval/disapproval. The contractor shall make any changes to the Quality Control Plan as directed by the Contracting Officer and resubmit within two (2) weeks of receipt for another review. When required, an updated copy shall be provided to the Contracting Officer when changes occur. The Quality Control Plan shall include the following:

An inspection system covering the area to be serviced.

The methods for identifying and preventing defectives in the quality of service performed before the level of performance becomes unacceptable.

Record of all inspections conducted by the Contractor and necessary corrective action taken. This documentation shall be made available to the government during the term of the contract

1.17. Contract Records . The contractor shall maintain files to document information contained in all correspondence, records, receipts and reports required under this contract. The contractor shall make all records, receipts, logs, ledgers and files pertaining to the performance of this contract available for review by any agency or individual authorized access by the Contracting Officer.

1.18 Spill Contingency Plan. Contractor shall submit a spill contingency plan to the contracting officer 5 days after award of contract.

2 DEFINITIONS/ACRONYMS

2.1. Definitions. As used throughout the contract or in material referenced in this contract, the following terms shall have the meanings set forth below:

2.1.1. Acceptable Quality Level (AQL). The maximum percent defective, the maximum number of defects per hundred units, or the number of defects in a Lot that can be considered satisfactory on the average; the allowable leeway or variance from a standard before the Government will reject the service. It implies that the Government recognizes that defective performance sometimes happens unintentionally. As Long as the percent of defective performance does not exceed the AQL, the Government will not reject the service. However, the contractor must re-perform the effective service.

2.1.2. Acceptable Sampling. A form of sampling used to determine a course of action. A procedure that gives a specified risk of accepting a given quantity of given quality.

2.1.3. Arthropods. Scientifically, any numerous invertebrate organisms of the phylum arthropod that have · horny segmented external covering and jointed Limbs, and includes insects, crustaceans, arachnids, and myriapods.

2.1.3.1. For this contract, any insect that is referenced separately, where scientifically it belongs to any of the numerous invertebrate organisms of the phylum arthropod, is not considered under the term "arthropods'.

2.1.4. Building. A building is any structure that has a roof.

2.1.5. Call Back. A request for additional service or treatment following the initial service that has not provided the control requirement. Repeated callbacks are possible and will be provided at no additional cost to the Government.

2.1.6. Check. To examine or compare with a standard to verify that the unit or equipment is operating within design specifications. Checks include adjustment, calibration, and replacement or repair which requires 20 minutes or less.

2.1.7. Clean. Free from dirt, contamination, or impurities; unsoiled, unstained, or recently laundered.

2.1.8. Compliance. Actions in accordance with clean air or water standards and/or the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA). It also means actions in accordance with a schedule or plan ordered or approved by a court of competent jurisdiction, the State of Louisiana or the Environmental Protection Agency as dictated by the Clean Air Act, Water Act, or FIFRA, and regulations issued pursuant thereto.

2.1.9. Contract Discrepancy Report (CDR). A formal, written documentation of contractor nonconformance or lack of performance for contracted work.

2.1.10. Contracting Officer. Any person who, either by virtue of position or by appointment in accordance with the Federal Acquisition Regulation (FAR), or supplement thereto, is currently a Contracting Officer with the authority to enter into and administer contracts and make determinations and findings with respect thereto, or with any part of such authority.

2.1.11. Contracting Officer Representative (COR). An individual designated in writing by the Contracting Officer to perform specific contract administrative functions. This individual does not have the authority to change the terms or conditions of the contract.

2.1.12. Contract Manager. The contractor's on-site representative. The contract manager shall be delegated authority to manage and coordinate all phases of the contract.

2.1.13. Deficiency. A shortcoming in the quality or state of service performed.

2.1.14. Direct Supervision. A certified pesticide applicator supervising the work of an uncertified pesticide applicator at the specific location where the work is being conducted and maintaining a line-of-sight view of the work being performed.

2.1.15. DPW, ENRMD. Directorate of Public Works, Environmental Division is the functional activity of this contract.

2.1.16. Emergency Work. Any unforeseen circumstance or combination of circumstances that would affect the health or well being of personnel and require immediate action or a service that is deemed emergency by DPW, ENRMD.

2.1.17. Environmental Protection Agency (EPA), The Federal agency delegated authority to enforce the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA).

2.1.18. Facility. An identifiable piece of real property. A facility may be part of a larger entity, such as a part of a utility plant system, or road, or it may be an individual object, such as a structure or range.

2.1.19. Facility Manager. The person responsible for the particular facility. For this contract, the person responsible for the function of pest management in a particular facility.

2.1.20. Facility Number. The number assigned to a particular facility for the purpose of identification. ALL building structures, utility systems and other non-building real property entities have an assigned facility number. The number is up to a four digit numeric number for Non-Family Housing units and up to a five digit numeric number for Family Housing units. For quarters (multi-unit family housing), an

alpha digit is added to the facility number to represent a particular quarter. A prefabricated place bearing the facility number is usually affixed to the facility.

2.1.21. Hazardous Waste. Materials that are toxic, poisonous, corrosive, irritating, sensitizing, radioactive, biologically infectious, explosive or flammable, and present a hazard to human health and the environment. Special handling procedures and disposal facilities are required for their disposal in compliance with Federal, State and Local regulations.

2.1.22. Household Pest. Pests, which include but are not limited to rodents, arthropods, bees, fleas, bats, beetles, and flies.

2.1.23. Inspection. The critical examination of a facility, structure, mechanism, system or procedure to discover and remedy problems, discrepancies and/or inefficiencies.

2.1.24. Install. To place a new item where one had not previously existed.

2.1.25. Licensed Contractor. One who holds a license from the State of Louisiana in the categories of pest control stated on his license.

2.1.26. Local Telephone Number. Phone number that may be called from Fort Polk without a long-distance toll.

2.1.27. Lot. A collection of service outputs from which a sample is drawn and inspected to determine conformance with the standard.

2.1.28. Lot Size. The number of service outputs in a Lot.

2.1.29. Performance Indicator. A characteristic or an output of a work process that can be measured.

2.1.30. Nuisance Pests. Arthropods, birds, rodents, nematodes, fungi, bacteria, viruses, algae, snails, marine borers, snakes, skunks, raccoons, armadillos, other animals and organisms that adversely affect the well being of personnel and animals; or are harmful to real property, supplies or equipment, or vegetation; and otherwise undesirable.

2.1.31. Pesticide. Any substance or mixture of substances, including biological control agents, that may prevent, destroy, repel, or mitigate pest.

2.1.32. Pesticide Applicator. Any individual who applies pesticides or supervises the use of any pesticide by others.

2.1.32.1. DOD Certified Pesticide Applicators. Persons certified in accordance with the DOD Plan for the Training and Certification of Pesticide Applicators.

2.1.32.2. EPA Certified Pesticide Applicators. Persons certified by the EPA (in States without an approved certification plan) in accordance with 7 USC 136 and in the category in which a pesticide will be applied.

2.1.32.3. State Certified Pesticide Applicators. Persons certified in accordance with 7 USC 136 by the State of Louisiana using an EPA approved certification plan and certified in the category in which the pesticides will be applied.

2.1.32.4. Uncertified Pesticide Applicators. Persons who work under the direct supervision of a DOD, EPA or State certified pesticide applicator in areas where authorized by Law, or who apply only Pesticides authorized for use by uncertified Personnel.

2.1.33. Pleasing Appearance. An appearance similar to the original finished appearance with only minor deterioration resulting from normal use.

2.1.34. Quality Assurance (QA). Any surveillance used by the Government to check goods or services to determine whether or not they meet the requirements of the contract.

2.1.35. Quality Assurance Evaluator (QAE). A government person responsible for surveillance of contractor performance.

2.1.36. Random Number Table. A table of random numbers used to ensure selection of an unbiased statistical sample.

2.1.37. Random Sampling. A method of looking at a few individual items in a lot to determine the quality of that lot against a standard.

- 2.1.38. Reinstall. To reconnect or replace an item where it previously existed. The work includes repairing surfaces damaged by the work.
- 2.1.39. Remove, to take off, take up, and dispose of items or disconnect, relocate and protect until items are reinstalled.
- 2.1.40. Replacement. To install a new item where one had previously existed.
- 2.1.41. Reportable Spill. A release to the environment of a substance as designated under the Clean Water Act, Toxic Substances Control Act, Resource Conservation Recovery Act, or the Comprehensive Environmental Response Compensation and Liability Act.
- 2.1.42. Restricted Use Pesticide. A pesticide that the Administrator of the EPA or a State regulatory agency determines in accordance with 7 USC 136 to have potential for causing unreasonable adverse effects on the environment when applied in accordance with its labeling. Therefore, it is necessary to impose additional regulatory restrictions.
- 2.1.43. Sample. A sample consists of one or more service outputs drawn on a Lot, the outputs being chosen at random. The number of outputs in the sample is the sample size.
- 2.1.44. Sampling Guide. The part of a surveillance plan that contains all the information needed to perform a random sample.
- 2.1.44.1 Stored Products Pest Control. Stored products Pest Examples: Confused Flour Beetle, Cigarette Beetle, Indian Meal Moth, Saw Tooth Grain Beetle.
- 2.1.45. Structural Pest. Pest that include but are not limited to termites, Carpenter Ants, Powder Post Beetles and bees.
- 2.1.46. Uncontrolled Pesticide. A pesticide available without EPA restrictions as to who can apply them. Uncertified personnel may apply these pesticides.
- 2.1.47. Unoccupied Buildings (Vacant). No one occupying the building at that time.
- 2.1.48. Integrated Pest Management (IPM). A comprehensive approach to pest control or prevention that considers various chemical, physical, and biological suppression techniques, the habitat of the pest and the interrelation between pest populations and the ecosystem.
- 2.1.49. Mosquito Fogging/Special Event Areas. Examples: Alligator Lake, Honor Field, and General's Quarters.

2.2. **Acronyms.** As used throughout the contract or in material referenced in the contract. The following acronyms shall mean the following:

AR	Army Regulations
AC	Acres
BJACH	Bayne-Jones Army Community Hospital
CF	Cubic Foot
COR	Contracting Officer Representative
DOD	Department of Defense
DOIM	Directorate of Information Management
DPW	Directorate of Public Works
EM	Engineering Manual
FIFRA	Federal Insecticide, Fungicide and Rodenticide Act
IPM	Integrate Pest Management
MCF	Thousand Cubic Feet
MPH	Mile Per Hour
MSDS	Material Safety Data Sheet
MSF	Thousand Square Feet
OSHA	Occupational Safety and Health Act
PX	Post Exchange
SO	Service Order

SF Square Feet
 ULD Ultra-Low Dosage
 ULV Ultra-Low Volume
 USC United States Code

3. GOVERNMENT FURNISHED PROPERTY AND SERVICES.

3.1. Government-Furnished Property. The Government will furnish the following items without charge to the contractor, for exclusive use on this contract.

3.1.1. Forms. The Government will provide the contractor a copy of the Excel spreadsheet that the contractor must complete by the 3rd working day of each month and forward to the Contracting Officer Representative.

3.2. Utilities. The Government will furnish, without charge to the contractor, electricity currently available for the support of the equipment that the contractor is using.

3.2.1. Conservation of Utilities. The contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions that preclude the waste of utilities that shall include:

3.2.1.1. Water faucets or valves shall be turned off after personal usage has been accomplished.

3.2.1.2. Lights shall be used in areas where and at the time pest control services are actually being performed.

3.2.1.3. Mechanical equipment controls for heating, ventilation, and air-conditioning systems will not be adjusted by the Contractor's personnel.

3.2.1.4. Contractor's employees shall not use telephones at work sites.

4 CONTRACTOR FURNISHED PROPERTY AND SERVICES

4.1. General. The contractor shall provide and furnish all property, labor and services to include equipment and supplies necessary for the performance of work under this contract. Contractor furnished equipment, vehicles, supplies and materials shall meet applicable local, state, Federal, DOD and Army laws, codes and/or regulations. Except for those items or services specifically stated to be Government furnished in Section 3, the contractor shall furnish everything required to perform this contract.

4.2. Vehicles and Equipment. The contractor shall provide and maintain all vehicles and equipment required to fulfill the terms of the contract. All vehicles and equipment shall be in an operable condition and meet all federal, state and local safety requirements, and shall comply with EM 385-1-1 (Section 19), Safety and Health Requirements Manual. The contractor shall remove from service, within one hour of notification by the Government, non-acceptable vehicles and equipment not meeting the above safety requirements. Repair or replacement of the vehicle or equipment shall be at contractor expense.

Inoperable or unserviceable equipment shall not be cause for the contractor to reduce any service or performance.

4.2.1. All tanks, hoses, pumps, control valves, and gauges shall be free of visible deterioration, shall not leak and shall operate at the manufacturer's recommended rates and pressures. Equipment will have the capability to treat all prescribed areas to include top levels of ornamental trees. Equipment that has failed shall be replaced and/or repaired by the contractor prior to resuming operations. Hydraulic Sprayers Used for Tree and Shrub Control. Sprayers used shall have sufficient pump capacity to reach trees over 60 feet tall.

4.2.2. Screens, strainers, and filters shall be used and maintained in accordance with the pump, sprayer, and/or nozzle manufacturer's instructions.

4.2.3. Spray nozzles shall deliver spray patterns as specified by the nozzle manufacturer. Nozzles that become clogged or eroded shall be repaired or replaced by the contractor prior to resuming operations.

4.2.4. Testing Equipment. The contractor shall provide and use all necessary test equipment to perform the requirements of this contract. The contractor shall furnish to the Contracting Officer, on contract start

date, a list of all test equipment and a written statement that all test equipment requiring calibration has been calibrated.

4.3. Tools and Clothing. The contractor shall provide all tools and clothing including personal protective clothing and equipment for contractor employees as required by OSHA, EPA and State of Louisiana regulations to meet the terms of the contract. The contractor shall provide on vehicles and at other work areas, material for spill containment and cleanup and emergency eye lavage.

4.4. Pesticides. The contractor shall use only EPA registered pesticide chemicals that are approved by the State of Louisiana for use in the State of Louisiana and also approved for use in the installations pest management plan (IPMP). Application is to be in accordance with pesticides label instructions.

4.4.1. The contractor shall comply with current label directions when the use of any pesticide is changed due to changes in the IPMP, current pesticide laws, regulations, or for safety purposes.

5. SPECIFIC TASKS AND STANDARDS

5.1. IPM. The contractor shall utilize Integrated Pest Management (IPM) techniques in the overall pest control program. IPM is a process for achieving long-term, environmentally sound pest suppression through the use of wide variety of technological and management practices. IPM shall be accomplished to meet the guidelines as shown in the National Pest Control Association's (NPCA) Good Practice Statements. The contractor shall reduce the use of pesticides in accordance with (IAW) the Army Pollution Prevention Program. At a minimum, the following IPM tasks will be performed: (1) Inspect the site completely; (2) Identify presence or absence of pests, pest damage, or any potential for pest infestation; (3) Determine the extent of the pest problem; (4) Recommend environmental sanitation practices that restrict or eliminate food, water, or harborage for pests; (5) Select and utilize mechanical control methods which eliminate, exclude or repel pests (i.e., inspect electrocution devices, traps, caulking, air screens, etc.); (6) Select and use the Most environmentally sound and target- specific pesticide(s) to effect control when chemical control methods are necessary (Note: Chemical control is a LAST RESORT); and (7) Evaluate the effectiveness of the treatment.

5.2.. Endangered Species. All pest control activities shall be accomplished in a manner that assures maximum protection of endangered species and environmental quality IAW PL 91-190, the National Environmental Policy Act; PL 93-205, the Endangered Species Act of 1973; Executive Order (EO) 11643, Environmental Safeguards, 8 Feb 72; and EO 12088, Federal Compliance with Pollution Control Standards, 13 Oct 78.

5.2.1. The contractor shall not initiate any action that may disturb, disrupt, endanger, or damage to any degree, the habitat of any protected species. Any living pine tree which has a conspicuous three foot wide white band painted around its trunk shall be strictly avoided. These trees, located throughout Fort Polk have been identified as habitat of the Red cockaded woodpecker.

5.2.2 Records and Reports. The contractor shall maintain, complete records and reports IAW AR 200-1, as specified below. Records and reports are subject to Government inspection at any time.

5.2.2.1. Excel Spreadsheet. The contractor shall complete the Government provided Excel spreadsheet containing all information pertinent to each service provided to include the type, quantity and trade name of pesticides used. The report shall be provided to the Contracting Officer Representative NLT the 3rd working day of each month.

5.2.2.2. Invoice. The contractor shall meet with the Contracting Officer Representative to reconcile services performed during the month. Reconciliation shall normally be accomplished no later than the third working day of the month and must be accomplished prior to submission of invoice in WAWF.

5.2.2.3 The contractor shall maintain and submit an accurate and complete written Termite Inspection and Treatment Report, with graph or description of location, nature, and extent of wood-destroying pest.

The contractor shall use the termiticide, Termidor, or one containing Fipronil as the active ingredient,

only . The contractor shall submit the report to DPW, ENRMD by the 5th working day of the following month..

5.2.2.4. The contractor shall submit a copy of the equipment calibration ULV Information Sheet annually.

5.2.3. Work Scheduling. The Contractor shall arrange his work so as to minimize interference with normal conduct of Government business and shall coordinate work and cooperate with building occupants. The Contractor shall coordinate and schedule all pest control work. Coordination shall include notification of the following; what the customer is required to do before treatment, during treatment, and after treatment; what the contractor will be doing, what pesticides will be used and the date and time the application will be applied; and what precautions the customer must take.

5.2.4. Response Time. Upon notification, the contractor shall visit the facility, prepare to make any reasonable application and provide the necessary instructions within the times stated as follows:

5.2.4.1. Emergency: Within two hours

5.2.4.2. Routine: Within 2 Calendar Days

5.2.5. Completion Time. The contractor shall complete service order work, after initial response, within the time stated as follows, unless otherwise authorized by the Contracting Officer:

5.2.5.1. Emergency

5.2.5.1.1. Alleviate Emergency

4 Consecutive Hours

5.2.5.1.2. Complete Work

48 Consecutive Hours

5.2.5.2. Routine

2 Working Days

5.2.5.3. Routine Termites

10 Working Days

5.2.6. Emergency Calls. Service calls will be classified as emergency at the discretion of the DPW, ENRMD. Generally, emergency calls will consist of obtaining control of pests that could affect the health or well being of personnel.

5.2.6.1 In response to an emergency call, the contractor shall be reimbursed at the rate specified in CLIN 0001BF (and corresponding CLINs in Option periods) in addition to the applicable rate for the service provided.

5.3 Service Order (SO) Procedures

5.3.1. The contractor shall pick up the Service Order requests daily from DPW, ENRMD normally during the afternoon hours. When the COR determines the service order work is of an urgent nature, the service order may be e-mailed to the contractor or telephonically for the purpose of expediting performance. Telephonic orders will be followed up with a hard copy the next workday. Each request will include date and time of the SO request, the requestor's name and telephone number, the location of the work, to include facility and, when applicable, the specific room or area in a building, the nature of the problem or work requested, the priority of the request and SO control number. The contractor shall schedule and complete service orders in accordance with timeframes in this contract.

5.3.2. The contractor shall report to the DPW, ENRMD any potential SO work identified at any time by contractor personnel. The contractor shall submit to the DPW, ENRMD, in writing, a description of the problem and the work required to correct the situation, unless the work is deemed to be urgent in nature. Approval for urgent work may be obtained by phone from the DPW, ENRMD.

5.3.3. If the contractor cannot gain access to the building within fifteen (15) minutes after the scheduled time, he shall be entitled to a no-show service charge at the rate specified in CLIN 0001BE (and corresponding CLINs in Option periods). The contractor shall leave a callback card and reschedule the visit. If the contractor cannot gain access within fifteen (15) minutes after the scheduled time of the second visit the service order shall be returned to the DPW, ENRMD for cancellation.

5.3.4. Contractors Work Order Form: The Contractor's Work Order form shall contain as a minimum, contract number, contract line item(s) description of service and results, date, contractor's name, occupants signature. Upon completion of work, contractor shall obtain customer's signature confirming

work is complete or follow-up is necessary. Contractor shall leave one copy of the form with the customer and provide one copy with the original service order to the COR by the following day after the work is completed.

5.3.5. Callback Cards. If an occupant is not present at the mutually agreed-upon time plus 15 minutes, the contractor shall leave a Callback Card securely fastened to the front door knob of the facility where access was not possible. The callback card shall contain the following minimum information:

- SO Number
- What was the required work?
- Date and time service person was there
- Phone number where the contractor can be reached (contractor's local phone number)
- State the occupant has 24 hours in which to call the contractor and reschedule the service. .

5.3.5.1. Upon the building occupant's initial response to a callback card, the contractor shall arrange a mutually agreed-upon time to respond to the Service Order. The contractor shall perform at the agreed-upon time and shall make himself available as stated in paragraph 5.3.1. If the occupant does not call as specified above, the SO will be considered complete and returned to the DPW ENRMD. The contractor shall notify the COR providing a copy of the SO listing date and time of initial visit and date and time SO was completed.

5.4. Unoccupied Facilities. The contractor shall gain entry to unoccupied facilities by obtaining a key from DPW, ENRMD.

5.5. Condition of Facilities. During the performance of the contract, if the contractor discovers a deficiency within the facility which may affect performance of contract work, or an unhealthy or hazardous condition, the contractor shall report the finding to the COR. However, if a structural deficiency is discovered, the contractor shall immediately notify the COR before completion of the work.

5.6. Interference of Work. The contractor shall report any delays or interference of work by Government employees, other Government contractors or occupants to the COR within one working day of the occurrence.

5.7 Pest Control Services.

5.7.1. The Contractor shall provide pest control services on a service call basis in buildings and areas of buildings around the exterior of buildings, and in adjacent exterior areas for the control of arthropods, rodents, vertebrates, and other crawling and flying pests. Standard industry IPM practices shall be used to treat the area(s) specified in the work authorization, perform follow-up inspections, and, if needed, retreat at no additional cost to the Government until the acceptable level of control specified below is achieved.

5.7.1.1. Adult Mosquito Control. The contractor shall provide adult mosquito control services upon receipt of a service order by the application of insecticide using a truck-mounted ultra low volume (ULV) aerosol generator. The aerosol generator shall be capable of reliably generating an aerosol within the specified limits of the insecticide label, and shall be periodically calibrated as specified in the "Contractor Furnished Items" paragraph, Section C. Treatment shall be initiated within 24 hours after receipt of a service order, weather permitting. Treatments shall not be started or continued if wind is in excess of 5 miles per hour, if rain is falling, or if the temperature at ground level is warmer than the temperature 6 feet above the ground. Strict adherence to all label requirements, such as vehicle speed, ULV generator calibration, direction of travel (in relation to wind direction), space between swaths, etc, is required.

5.7.1.2. Fly Control. The Contractor shall provide non-chemical fly control services to control houseflies, blowflies, flesh flies, bottle flies, and related insects in and around food service areas, loading platforms, trash areas, transportable garbage containers, and other areas as ordered.

5.7.1.2.1. Method of control. Upon approval of the DPW, ENRMD, ULV space treatments shall be used to control flying adult insect pests indoors and outdoors for heavy infestations. Routine fly control shall normally consist of trapping and outdoor baiting.

5.7.1.3. Animal Control. Provide pest control services for the removal of domestic, wild or feral animals, including skunks, opossums, raccoons, snakes, cats, and dogs from the installation. The Contractor shall obtain required permits where applicable and use cage-type live traps or other techniques that do no harm the captured animal. Captured feral and domestic cats and dogs shall be taken to the Fort Polk Veterinarian. Dead skunks shall be disposed of at a site determined by the DPW, ENRMD. All other animals shall be returned to the wild away from human habitation.

5.7.1.4. Carcass Disposal. Remove all dead or dying animals from the installation and dispose of at the Post Veterinary Clinic. Contractor shall obtain signature from and leave a copy of the work order ticket at the Veterinary Clinic. All carcasses shall be placed and transported in securely tied, heavy duty (1.4 mil thickness or greater) bags. If a carcass is located in an inaccessible area, apply an effective deodorizer. Pest control certification is not required for this service unless mandated by state regulations.

5.7.1.5. Bird Control. Use chemical or mechanical means to prevent, roosting, and loafing of birds on the Fort Polk reservation within a 30 calendar day treatment period, and for an additional 60 calendar days thereafter.

5.7.1.6 Additional Pest Control Procedures. When performing work in response to a service order, contractor shall report findings of unreported pests in the area being worked to DPW, ENRMD.

5.7.1.7 Fireant Control. Fireant control shall be dual action in nature. The use of baits (granules) with Fipronil, or chemical of equal status, active ingredient will be used in the normal treatment process. The use of liquid pesticides will be used on a case by case basis.

On specified areas of the Installation there will be application of granules performed periodically. The baits of choice shall be Advion, Amdro and Top Choice. Examples of these areas are: Catfish Cove, Alligator Lake, and athletic fields, and other area as directed by the Installation Contracting Officer Representative.

Termite Control shall be accomplished using Termidor termiticide as the chemical of choice, to achieve the desired control.

5.7.2. Acceptable Level of Control.

5.7.2.1. Elimination of most arthropods and any other insects, other than cockroaches and ants, shall be established in one visit. Re-treatment may be necessary for fleas. Retreatment, if necessary, shall be accomplished at no additional cost to the Government.

5.7.2.2. Elimination of cockroaches and ants shall be established within 30 calendar days. The site, building, or area shall remain free of any infestation for at least an additional 30 calendar days.

5.7.2.3. Rodent infestations shall be eliminated within 30 calendar day service period. The site, building, or area shall remain rodent free for at least an additional 30 calendar days.

5.7.2.5. Fly Control Inside buildings. No activity after reopening following ULV or other treatment

5.7.2.6. Fly Control Outdoors. No more than 10 adult filth flies on a standard fly grid left for one minute adjacent to a breeding or resting site

5.7.3. Residual Insecticide Applications. When ordered, the Contractor shall provide for the control or prevention of food or fabric infesting pests. Control is defined as no visible pest activity up to 72 hours after treatment. Pesticides shall not be applied to exposed food materials or food handling equipment.

5.8. Workmanship.

5.8.1. Intent. The performance of work shall conform to Federal and State laws, industry codes, and all other standards required in the contract. During pest control activities, adjacent surfaces and dwelling

contents shall be protected. Work areas left unattended overnight shall be closed off with the necessary signage to protect the occupants from possible safety hazards and to protect the facility from weather damage, stray animals or criminal acts. Work deemed unsatisfactory by the Contracting Officer shall be re-performed at the expense of the contractor within the timeframes specified under paragraphs 5.2.4. and 5.2.5. Any Government property damaged by the contractor during work performance shall be repaired or replaced immediately by the contractor at no expense to the Government.

5.8.2. Cleanup. Work areas shall be cleaned after the work has been performed and, as a minimum at the end of each workday. Cleaning shall include the removal of all smudges, grease, stains, dirt, drips, and refuse resulting from the contractor's work.

5.9. Pesticide.

5.9.1. All pesticides used by the contractor shall be approved prior to use by the COR and registered with Environmental Protection Agency (EPA) for the use intended. All pesticide usage shall be in strict conformance with label directions. The contractor shall maintain a label book of all pesticides used, and have it readily available for reference to the Contracting Officer Representative for review.

5.9.2. Application Safety.

5.9.2.1. The contractor shall adhere to the following safety procedures when treating the interior of buildings.

5.9.2.1.1. Ultra Low Volume (ULV) equipment shall be calibrated to assure proper flow rate and droplet size analysis of pesticide as required by the label. ULV equipment shall be calibrated prior to initiation of the contract and thereafter every 50 hours of use (or per manufacturer's recommendations), or when the machine is repaired. Calibration and droplet analysis reports shall be maintained on file and submitted with the next invoice. There shall be no fog application in buildings without prior approval from the Contracting Officer or his designated representative. The contractor shall submit a written request for approval to the Contracting Officer or his designated representative at least five (5) days prior to performance of any proposed spray treatment; the place(s) of treatment, pesticide(s) to be used, method of application, precautions to be taken to ensure tenant and employee safety, and steps to be taken to ensure the containment of the spray to the site application. The Contracting Officer or his designated representative will render a decision regarding the treatment within 24 hours of receipt of the contractor's written request. When ULV applications are used, the contractor shall properly secure the space to be treated and shall post a sign on each outside door warning against entry without proper protection. Additionally, the contractor shall notify the appropriate Fire Department at least four hours in advance of ULV applications.

5.9.2.1.2. Residual Pesticide Application. Application of liquid sprays in buildings is a last resort. Residual pesticide applications in food preparation and storage areas shall be IAW label directions. The contractor shall coordinate with the COR one week in advance so arrangements can be made to have the occupant move all furniture and equipment in preparation prior to the arrival of the contractor. Occupants also are responsible for removing shelf paper, food, and other items from cabinets and closets prior to treatment. If the area is not properly prepared, the contractor shall not perform the service as scheduled, and shall immediately report the circumstance to the COR. The contractor shall maximize non-chemical controls and minimize the use of all, especially, liquid pesticide applications wherever possible. For example, when use of vacuum is not feasible, the use of crack and crevice application of pesticides to pest harborage areas rather than fan spraying exposed surfaces in the general vicinity of harborage areas; the use of containerized and other types of bait formulations for cockroaches, ants, and other pests, rather than sprays where appropriate; and the use of traps for indoor fly control rather than sprays where appropriate.

5.9.2.1.3. Contamination. Particular care shall be taken to ensure the food, water, or other substances subject to ingestion by humans or pets are not contaminated by pesticides. If utensils, work surfaces, or machines used to prepare or dispense foods are contaminated, the contractor shall notify the COR. The

contractor shall provide a written notice that explains to the building occupants of the necessity for cleaning food- contact surfaces after any pesticide application.

5.9.2.1.4. Pesticide Safety. The contractor shall apply pesticides in such a manner as to prevent toxic exposure of personnel, pets, wildlife, ornamental plants, wetlands, and any other non-target components of the environment. The contractor shall not apply pesticide applications outdoors if rain is forecasted within 24 hours, while runoff is occurring, nor within 50 feet of any wetland habitat or well that provides potable water. The contractor shall be responsible for any additional restrictions directed by label state regulations. The contractor shall have on site of each operation a current copy of each label for each pesticide being used.

5.9.2.2. Outdoor Application Safety.

5.9.2.2.1 Care shall be taken to ensure toxicants do not run off as surface flow or contaminate a ditch, culvert, drainage system or standing body of water. ULV application for adult mosquito control will be conducted when insects are most active and the operation minimizes human exposure to pesticides.

5.9.2.2.2. Pesticide Spill and Cleanup. The contractor shall contain and initiate clean-up procedures IAW the DPWE, Environmental Branch and notify the Fort Polk Fire Department. Follow-up notification shall be given to the contracting officer and the DPWE, Environmental Branch. The contractor shall adhere to instructions in JRTC AND Fort Polk 200-1 (13 June 2003) , Environmental Protection and Enhancement. The contractor shall then decontaminate and clean up the pesticide spill. The contractor shall dispose of all spill residue and associated clean-up material IAW local laws. Decontamination shall be accomplished IAW label and other published directives pertaining to specific pesticides. A pesticide spill is defined as one that involves the spillage or leakage of one quart or more of concentrated or diluted pesticide onto or into any floor, roof, culvert, gutter, drain, catch basin, paved or unpaved surface, land area, commodity, or standing or flowing body of water of any size.

5.9.2.2.3. Rodenticides. Rodenticides shall be placed in "secure, tamper-proof covered bait stations except when placed in areas inaccessible to pets or humans. Inaccessible means that effort must be exerted to move equipment or furniture, to expose the bait or its container. Outdoor bait stations shall contain only bait blocks, secured off the floor of the trap.

5.9.3. Pesticide Waste. . Use, storage, and removal, disposition shall be IAW EPA guidelines and the Resource Recovery Act (RCRA). Unused pesticide waste shall be removed and disposed of off Fort Polk.

5.9.4. Empty Containers. Empty pesticide containers shall be disposed of by the contractor IAW AR 200-1. The contractor shall triple rinse containers with clean water each time, IAW requirements of EPA, label directions, and Resource Conservation and Recovery Act (RCRA). Rinsing of and disposal of empty of containers will take place off Fort Polk.

5.9.5. Pesticide Security. All pesticides and dispersal equipment shall be secured in a locked storage facility or vehicle, or shall be under the immediate and direct control of the contractor at all times while on the post. All pesticide and dispersal equipment including bait stations and trays shall be clearly and plainly marked with "DANGER – PESTICIDES" or as required by applicable regulations, and shall include the name and concentration of the pesticide. The use of bait stations and trays shall be IAW TM 5-632, Military Entomology Operational Handbook

5.9.6. Pesticide Label Book. The contractor shall maintain a label book including Material Safety Data Sheets (MSDS), of pesticides used, and have it readily available for the COR's inspection all times. The contractor can make additions by requesting approval in writing.

5.9.7. Pesticide Inventory. Periodic pesticide inventories shall be prepared by the contractor and submitted to the COR. Approval for all pesticides shall be IAW EPA Regulations and Government Directives. At the beginning of the contract period the contractor shall submit a list of all pesticides which will be used, throughout the contract period, to the COR for approval. The contractor can make additions by requesting approval in writing.

6. APPLICABLE PUBLICATIONS AND REGULATIONS

6.1. GENERAL. Documents applicable to this Performance Work Statement are in this Technical Exhibit. These documents are considered mandatory. Supplements, or changes to mandatory publications issued during the life of the contract shall be considered to be in full force and effect immediately upon receipt by the contractor.

6.1.1. Army Regulations.

AR 200-1 Pest Management

AR 190-13 (23 Aug 74) The Physical Security Program

AR 190-51 (01 Aug 78) Security of Army Property at Unit and Installation Level

AR 3BS-GO (01 Sep 80) Accident Reporting and Records

AR A20-76 (03 Jul 86) Pest Control Services

RE 600-50 (20 Nov 84) Standards of Conduct for Department of the Army Personnel

EM 385-1-1 (Oct 92) Safety and Health Requirements

6.1.2 American Society for Testing and Materials (ASTM) *Publications*.

C739-88 Cellulosic Fiber (Wood-Base) Loose- Fill Thermal Insulation

6.1.3 Fort Polk Regulations

Installation Pest Management Plan (IPMP)

6.1.4. Department of Defense Publications.

DOD Directive 4150-7 Department of Defense Pest Management Program

DOD Certification "DOD Plan for the Certification of

(Pesticide Applicators", (Available from

revised) the Armed Forces Pest Management Board,

Forest Glen Section, WRAMC, Washington D.C. 20307).

6.1.5. Armed Forces Pest Control Board (AFPCB) Publications.

AFPCB T.I.M. No. 11 Armed Forces Pest Control Board

Technical information Memorandum No. 11, Hydrogen Phosphide

Fumigation with Aluminum Phosphide,

6.1.6. Environmental Protection Agency (EPA) Regulations.

40 CFR 117 Clean Water Act

40 CFR 152 Federal insecticide Fungicide and Rodenticide Act

40 CFR 260-261 Resource Conservation Recovery Act

40 CFR 300 Comprehensive Environmental Response Compensation and Liability Act

40 CFR 702-704 Toxic Substance Control Act

6.1.7. Occupational Safety and Health Administration Dept. of Labor.

29 CFR 1901-1910 Occupational Safety and Health Act

6.1.8. Public Law.

7 U.S.C. 136 Title 7, United States Code, Section 136 et seq., 1976, "Federal Insecticide, Fungicide, and Rodenticide Act", as amended.

LICENSES AND CERTIFICATIONS

NOTE : BIDDERS ARE REQUIRED TO INCLUDE ALL LICENSE AND CERTIFICATIONS REQUIRED BY LAW AND THIS INVITATION FOR BIDS WITH THEIR BID. FAILURE TO DO SO WILL RESULT IN REJECTION OF BID.

AS INFO, AR 200-1 LICENSING IS INCORPORATED WITHIN AR 200-5. THE DOD INSTRUCTION 4150-7 INCLUDES THE INSTALLATION PEST MANAGEMENT PROGRAM. BOTH THE REG AND INSTRUCTION ARE REFERENCED IN THE STATEMENT OF WORK.

NOTICE OF SET ASIDE

THIS PROCUREMENT IS 100% SET ASIDE FOR SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS. SEE FAR CLAUSE 52.219-27.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	ENTOMOLOGY SERVICES (INDOOR) FFP Furnish all labor, materials, supplies, equipment, clothing, and transportation, except those designated as Government transportation, to provide the required Entomoloty Services post-wide, Fort Polk, LA, including Toledo Bend Recreation Site, Peason Ridge, MOUT Complex, Ranges, Bonner Lake, and Alligator Lake, the Passenger Processing Facility at England Airpark, Alexandria, LA and other properties owned or leased by Fort Polk. This Scope of Work excludes the Family Housing Area. FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA		1,000,000	Square Foot		
	INSPECT & TREAT HOUSEHOLD PESTS FFP INSIDE BARRACKS MODULE (3 FLOORS OR LESS) FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB		1,000	Square Foot		
	INSPECT & TREAT HOUSEHOLD PESTS FFP BAT INSPECT/REMOVE/EXCLUDE UNDER 15 FEET FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC		1,654,006	Square Foot		
	INSPECT & TREAT HOUSEHOLD PESTS FFP INSIDE/OUTSIDE ADMINISTRATION FACILITIES FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD		500,000	Square Foot		
	MONTHLY IPM TREATMENT FFP HOUSEHOLD PESTS INSIDE/OUTSIDE DINING FACILITIES FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE		150,000	Square Foot		
	INSPECT & TREAT HOUSEHOLD PESTS FFP INSIDE/UNDER DINING FACILITIES FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF		65,000	Square Foot		
	INSPECT & TREAT HOUSEHOLD PESTS FFP INSIDE/OUTSIDE SUPPLY FACILITIES FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AG		200,000	Square Foot		
	INSPECT & TREAT HOUSEHOLD PESTS FFP INSIDE/OUTSIDE MAINTENANCE FACILITIES FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AH		100,000	Square Foot		
	INSPECT & TREAT HOUSEHOLD PESTS FFP INSPECT/TREAT INSIDE/OUTSIDE STORAGE FACILITIES FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AJ		100,000	Square Foot		
	MONTHLY IPM TREATMENT HOUSEHOLD PESTS FFP INSIDE/OUTSIDE CHILD DEVELOPMENT CENTER FACILITY FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AK		400,000	Square Foot		
	INSPECT/TREAT HOUSEHOLD PESTS FFP INSIDE/OUTSIDE RECREATIONAL FACILITIES FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AL		50,000	Square Foot		
	INSPECT & TREAT HOUSEHOLD PESTS FFP INSIDE/OUTSIDE WAREHOUSE FACILITIES FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AM		10,000	Square Foot		
	INSPECT & TREAT STORED PRODUCT PESTS FFP INSIDE/OUTSIDE WAREHOUSE FACILITIES FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AN	INSPECT & TREAT GROUND AREAS FFP FOR FIRE ANTS FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001	200	Acre		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AP	INSPECT & TREAT FOR STRUCTURAL PESTS FFP THIS INCLUDES ALL OF NORTH FORT, SOUTH FORT, PEASON RIDGE, TOLEDO BEND RECREATIONAL SITE AND ANY AND ALL STRUCTURES. INCLUDES EXPANSION JOINTS, RODING/DRILLING/TRENCHING/BATH TRAPS FOR SUBTERRANEAN TERMITES FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001	25,000	Linear Foot		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AQ		60,000	Square Foot		
	INSPECT & TREAT RANGE FACILITIES FFP FOR PESTS FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AR		15,000	Square Foot		
	INSPECT & TREAT TOLEDO BEND FACILITIES FFP FOR PESTS FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AS		15,000	Square Foot		
	INSPECT & TREAT PEASON RIDGE FACILITIES FFP FOR PESTS FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AT		300	Hours		
	ADULT MOSQUITO FOGGING (APR - OCT) FFP ADULT MOSQUITO FOGGING (APR - OCT) FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AU		150	Acre		
	MOSQUITO LARVICIDING FFP PREVENTIVE MEDICINE DESIGNATED AREAS FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AV	BIRD INSPECT/REMOVE/EXCLUDE FFP EXCLUSION DOES NOT INCLUDE STRUCTURAL CHANGES FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001	500	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AW	INSPECT & TREAT WITH BAITS FOR FIRE ANTS FFP SPECIFIED AREAS OF POST TWICE ANNUALLY FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001	1,500	Acre		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AX	INSPECTION/REMOVAL OF HONEY BEE SWARMS FFP INSPECTION/REMOVAL OF HONEY BEE SWARMS FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001	20	Each		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AY	INSPECTION/TREATMENT OF FLY LARVA FFP INSPECTION/TREATMENT OF FLY LARVA FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001	10,000	Square Foot		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AZ	REMOVAL OF DEAD ANIMALS FFP REMOVAL OF DEAD ANIMALS FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001	50	Each		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001BA	APPLY CHEMICAL/ODOR CONTROL FFP FOR DEAD ANIMALS FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001	12	Each		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001BB		5,000	Square Foot		
	INSPECT & TREAT STORAGE/TRASH AREAS FFP FOR MICE/RATS, ROACHES, MISC. ANTS/FIRE ANTS, SPIDERS, FLEAS, TICKS AND OTHER NUISANCE PESTS FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001BC		200	Each		
	ANIMAL TRAPPING FFP INSIDE OR OUTSIDE OF STRUCTURE IN ACCORDANCE WITH INSTALLATION PEST MANAGEMENT PLAN (IPMP) FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001BD	INSPECT, REMOVE & DISPOSE OF SNAKES FFP INSIDE OR OUTSIDE OF STRUCTURE IN ACCORDANCE WITH INSTALLATION PEST MANAGEMENT PLAN (IPMP) FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001	20	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001BE	NO SHOW SERVICE CHARGE FFP NO SHOW SERVICE CHARGE. (This is a pre-determined plugged-in subclin item. Cost is \$10.00/ea and Not to exceed total amount \$100.00.Cost to be Included as Component of Priced Items.) THIS IS A NOT SEPARATELY- PRICED ITEM. DO NOT PRICE THIS ITEM. FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001	10	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001BF	EMERGENCY SERVICE ORDER FFP EMERGENCY SERVICE ORDER. (This is a pre-determined plugged-in subclin item. Cost is \$25.00/ea and Not to exceed total amount \$125.00.Cost to be Included as Component of Priced Items.) THIS IS A NOT SEPARATELY- PRICED ITEM. DO NOT PRICE THIS ITEM. FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001	5	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001BG	BAT INSPECT/REMOVE/EXCLUDE ABOVE 15 FEET FFP EXCLUSION DOES NOT INCLUDE STRUCTURAL CHANGES FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001	1,000	Linear Foot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001BH		1,000	Linear Foot		
	BIRD INSPECT/REMOVE/EXCLUDE ABOVE 15 FT FFP EXCLUSION DOES NOT INCLUDE STRUCTURAL CHANGES FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001BK		128	Hours		
	MOSQUITO MONITORNG FFP PLACE AND MONITOR MOSQUITO TRAPPING UNITS FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Contractor Manpower Reporting FFP IAW FAR 52.000-4044 CMR reporting must be accomplished by 31 October of each fiscal year. THIS IS A NOT-SEPARATELY-PRICED ITEM. DO NOT PRICE THIS ITEM. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Guaranteed Minimum Value FFP The guaranteed minimum value of this contract is \$30,000.00 annually. THIS IS A NOT SEPARATELY-PRICED ITEM. DO NOT PRICE THIS ITEM. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	ENTOMOLOGY SERVICES (INDOOR)				
OPTION	FFP Furnish all labor, materials, supplies, equipment, clothing, and transportation, except those designated as Government transportation, to provide the required Entomoloty Services post-wide, Fort Polk, LA, including Toledo Bend Recreation Site, Peason Ridge, MOUT Complex, Ranges, Bonner Lake, and Alligator Lake, the Passenger Processing Facility at England Airpark, Alexandria, LA and other properties owned or leased by Fort Polk. This Scope of Work excludes the Family Housing Area. FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AA	INSPECT & TREAT HOUSEHOLD PESTS	1,000,000	Square Foot		
OPTION	FFP INSIDE BARRACKS MODULE (3 FLOORS OR LESS) FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AB		1,000	Square Foot		
OPTION	INSPECT & TREAT HOUSEHOLD PESTS FFP BAT INSPECT/REMOVE/EXCLUDE UNDER 15 FEET FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AC		1,654,006	Square Foot		
OPTION	INSPECT & TREAT HOUSEHOLD PESTS FFP INSIDE/OUTSIDE ADMINISTRATION FACILITIES FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AD		500,000	Square Foot		
OPTION	MONTHLY IPM TREATMENT FFP HOUSEHOLD PESTS INSIDE/OUTSIDE DINING FACILITIES FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AE		150,000	Square Foot		
OPTION	INSPECT & TREAT HOUSEHOLD PESTS FFP INSIDE/UNDER DINING FACILITIES FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AF		65,000	Square Foot		
OPTION	INSPECT & TREAT HOUSEHOLD PESTS FFP INSIDE/OUTSIDE SUPPLY FACILITIES FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AG		200,000	Square Foot		
OPTION	INSPECT & TREAT HOUSEHOLD PESTS FFP INSIDE/OUTSIDE MAINTENANCE FACILITIES FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AH		100,000	Square Foot		
OPTION	INSPECT & TREAT HOUSEHOLD PESTS FFP INSPECT/TREAT INSIDE/OUTSIDE STORAGE FACILITIES FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AJ		100,000	Square Foot		
OPTION	MONTHLY IPM TREATMENT HOUSEHOLD PESTS FFP INSIDE/OUTSIDE CHILD DEVELOPMENT CENTER FACILITY FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AK		400,000	Square Foot		
OPTION	INSPECT/TREAT HOUSEHOLD PESTS FFP INSIDE/OUTSIDE RECREATIONAL FACILITIES FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AL		50,000	Square Foot		
OPTION	INSPECT & TREAT HOUSEHOLD PESTS FFP INSIDE/OUTSIDE WAREHOUSE FACILITIES FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AM		10,000	Square Foot		
OPTION	INSPECT & TREAT STORED PRODUCT PESTS FFP INSIDE/OUTSIDE WAREHOUSE FACILITIES FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AN		200	Acre		
OPTION	INSPECT & TREAT GROUND AREAS FFP FOR FIRE ANTS FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AP		25,000	Linear Foot		
OPTION	INSPECT & TREAT FOR STRUCTURAL PESTS FFP THIS INCLUDES ALL OF NORTH FORT, SOUTH FORT, PEASON RIDGE, TOLEDO BEND RECREATIONAL SITE AND ANY AND ALL STRUCTURES. INCLUDES EXPANSION JOINTS, RODING/DRILLING/TRENCHING/BATH TRAPS FOR SUBTERRANEAN TERMITES FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AQ		60,000	Square Foot		
OPTION	INSPECT & TREAT RANGE FACILITIES FFP FOR PESTS FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AR		15,000	Square Foot		
OPTION	INSPECT & TREAT TOLEDO BEND FACILITIES FFP FOR PESTS FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AS		15,000	Square Foot		
OPTION	INSPECT & TREAT PEASON RIDGE FACILITIES FFP FOR PESTS FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AT		300	Hours		
OPTION	ADULT MOSQUITO FOGGING (APR - OCT)				
	FFP				
	ADULT MOSQUITO FOGGING (APR - OCT)				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AU		150	Acre		
OPTION	MOSQUITO LARVICIDING				
	FFP				
	PREVENTIVE MEDICINE DESIGNATED AREAS				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AV		500	Each		
OPTION	BIRD INSPECT/REMOVE/EXCLUDE				
	FFP				
	EXCLUSION DOES NOT INCLUDE STRUCTURAL CHANGES				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AW		1,500	Acre		
OPTION	INSPECT & TREAT WITH BAITS FOR FIRE ANTS FFP SPECIFIED AREAS OF POST TWICE ANNUALLY FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AX		20	Each		
OPTION	INSPECTION/REMOVAL OF HONEY BEE SWARMS FFP INSPECTION/REMOVAL OF HONEY BEE SWARMS FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AY		10,000	Square Foot		
OPTION	INSPECTION/TREATMENT OF FLY LARVA FFP INSPECTION/TREATMENT OF FLY LARVA FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AZ		50	Each		
OPTION	REMOVAL OF DEAD ANIMALS FFP REMOVAL OF DEAD ANIMALS FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001BA		12	Each		
OPTION	APPLY CHEMICAL/ODOR CONTROL FFP FOR DEAD ANIMALS FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001BB		5,000	Square Foot		
OPTION	INSPECT & TREAT STORAGE/TRASH AREAS FFP FOR MICE/RATS, ROACHES, MISC. ANTS/FIRE ANTS, SPIDERS, FLEAS, TICKS AND OTHER NUISANCE PESTS FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001BC		200	Each		
OPTION	ANIMAL TRAPPING FFP INSIDE OR OUTSIDE OF STRUCTURE IN ACCORDANCE WITH INSTALLATION PEST MANAGEMENT PLAN (IPMP) FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001BD		20	Each		
OPTION	INSPECT, REMOVE & DISPOSE OF SNAKES FFP INSIDE OR OUTSIDE OF STRUCTURE IN ACCORDANCE WITH INSTALLATION PEST MANAGEMENT PLAN (IPMP) FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001BE		10	Each		
OPTION	NO SHOW SERVICE CHARGE FFP NO SHOW SERVICE CHARGE. (This is a pre-determined plugged-in subclin item. Cost is \$10.00/ea and Not to exceed total amount \$100.00. Cost to be Included as Component of Priced Items.) THIS IS A NOT SEPARATELY- PRICED ITEM. DO NOT PRICE THIS ITEM. FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001BF		5	Each		
OPTION	EMERGENCY SERVICE ORDER FFP EMERGENCY SERVICE ORDER. (This is a pre-determined plugged-in subclin item. Cost is \$25.00/ea and Not to exceed total amount \$125.00. Cost to be Included as Component of Priced Items.) THIS IS A NOT SEPARATELY-PRICED ITEM. DO NOT PRICE THIS ITEM. FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001BG		1,000	Linear Foot		
OPTION	BAT INSPECT/REMOVE/EXCLUDE ABOVE 15 FEET FFP EXCLUSION DOES NOT INCLUDE STRUCTURAL CHANGES FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001BH		1,000	Linear Foot		
OPTION	BIRD INSPECT/REMOVE/EXCLUDE ABOVE 15 FT FFP EXCLUSION DOES NOT INCLUDE STRUCTURAL CHANGES FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001BK		128	Hours		
OPTION	MOSQUITO MONITORNG FFP PLACE AND MONITOR MOSQUITO TRAPPING UNITS FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002	Contractor Manpower Reporting FFP IAW FAR 52.000-4044 CMR reporting must be accomplished by 31 October of each fiscal year. THIS IS A NOT-SEPARATELY-PRICED ITEM. DO NOT PRICE THIS ITEM. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003	Guaranteed Minimum Value FFP The guaranteed minimum value of this contract is \$30,000.00 annually. THIS IS A NOT SEPARATELY-PRICED ITEM. DO NOT PRICE THIS ITEM. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002	ENTOMOLOGY SERVICES (INDOOR)				
OPTION	FFP Furnish all labor, materials, supplies, equipment, clothing, and transportation, except those designated as Government transportation, to provide the required Entomoloty Services post-wide, Fort Polk, LA, including Toledo Bend Recreation Site, Peason Ridge, MOUT Complex, Ranges, Bonner Lake, and Alligator Lake, the Passenger Processing Facility at England Airpark, Alexandria, LA and other properties owned or leased by Fort Polk. This Scope of Work excludes the Family Housing Area. FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AA	INSPECT & TREAT HOUSEHOLD PESTS	1,000,000	Square Foot		
OPTION	FFP INSIDE BARRACKS MODULE (3 FLOORS OR LESS) FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AB		1,000	Square Foot		
OPTION	INSPECT & TREAT HOUSEHOLD PESTS FFP BAT INSPECT/REMOVE/EXCLUDE UNDER 15 FEET FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AC		1,654,006	Square Foot		
OPTION	INSPECT & TREAT HOUSEHOLD PESTS FFP INSIDE/OUTSIDE ADMINISTRATION FACILITIES FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AD		500,000	Square Foot		
OPTION	MONTHLY IPM TREATMENT FFP HOUSEHOLD PESTS INSIDE/OUTSIDE DINING FACILITIES FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AE		150,000	Square Foot		
OPTION	INSPECT & TREAT HOUSEHOLD PESTS FFP INSIDE/UNDER DINING FACILITIES FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AF		65,000	Square Foot		
OPTION	INSPECT & TREAT HOUSEHOLD PESTS FFP INSIDE/OUTSIDE SUPPLY FACILITIES FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AG		200,000	Square Foot		
OPTION	INSPECT & TREAT HOUSEHOLD PESTS FFP INSIDE/OUTSIDE MAINTENANCE FACILITIES FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AH		100,000	Square Foot		
OPTION	INSPECT & TREAT HOUSEHOLD PESTS FFP INSPECT/TREAT INSIDE/OUTSIDE STORAGE FACILITIES FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AJ		100,000	Square Foot		
OPTION	MONTHLY IPM TREATMENT HOUSEHOLD PESTS FFP INSIDE/OUTSIDE CHILD DEVELOPMENT CENTER FACILITY FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AK		400,000	Square Foot		
OPTION	INSPECT/TREAT HOUSEHOLD PESTS FFP INSIDE/OUTSIDE RECREATIONAL FACILITIES FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AL		50,000	Square Foot		
OPTION	INSPECT & TREAT HOUSEHOLD PESTS FFP INSIDE/OUTSIDE WAREHOUSE FACILITIES FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AM		10,000	Square Foot		
OPTION	INSPECT & TREAT STORED PRODUCT PESTS FFP INSIDE/OUTSIDE WAREHOUSE FACILITIES FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AN		200	Acre		
OPTION	INSPECT & TREAT GROUND AREAS FFP FOR FIRE ANTS FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AP		25,000	Linear Foot		
OPTION	INSPECT & TREAT FOR STRUCTURAL PESTS FFP THIS INCLUDES ALL OF NORTH FORT, SOUTH FORT, PEASON RIDGE, TOLEDO BEND RECREATIONAL SITE AND ANY AND ALL STRUCTURES. INCLUDES EXPANSION JOINTS, RODING/DRILLING/TRENCHING/BATH TRAPS FOR SUBTERRANEAN TERMITES FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AQ		60,000	Square Foot		
OPTION	INSPECT & TREAT RANGE FACILITIES FFP FOR PESTS FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AR		15,000	Square Foot		
OPTION	INSPECT & TREAT TOLEDO BEND FACILITIES FFP FOR PESTS FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AS		15,000	Square Foot		
OPTION	INSPECT & TREAT PEASON RIDGE FACILITIES FFP FOR PESTS FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AT OPTION	ADULT MOSQUITO FOGGING (APR - OCT) FFP ADULT MOSQUITO FOGGING (APR - OCT) FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001	300	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AU OPTION	MOSQUITO LARVICIDING FFP PREVENTIVE MEDICINE DESIGNATED AREAS FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001	150	Acre		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AV OPTION	BIRD INSPECT/REMOVE/EXCLUDE FFP EXCLUSION DOES NOT INCLUDE STRUCTURAL CHANGES FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001	500	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AW OPTION	INSPECT & TREAT WITH BAITS FOR FIRE ANTS FFP SPECIFIED AREAS OF POST TWICE ANNUALLY FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001	1,500	Acre		
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AX OPTION	INSPECTION/REMOVAL OF HONEY BEE SWARMS FFP INSPECTION/REMOVAL OF HONEY BEE SWARMS FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001	20	Each		
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AY		10,000	Square Foot		
OPTION	INSPECTION/TREATMENT OF FLY LARVA FFP INSPECTION/TREATMENT OF FLY LARVA FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AZ		50	Each		
OPTION	REMOVAL OF DEAD ANIMALS FFP REMOVAL OF DEAD ANIMALS FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002BA		12	Each		
OPTION	APPLY CHEMICAL/ODOR CONTROL FFP FOR DEAD ANIMALS FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002BB		5,000	Square Foot		
OPTION	INSPECT & TREAT STORAGE/TRASH AREAS FFP FOR MICE/RATS, ROACHES, MISC. ANTS/FIRE ANTS, SPIDERS, FLEAS, TICKS AND OTHER NUISANCE PESTS FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002BC		200	Each		
OPTION	ANIMAL TRAPPING FFP INSIDE OR OUTSIDE OF STRUCTURE IN ACCORDANCE WITH INSTALLATION PEST MANAGEMENT PLAN (IPMP) FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002BD OPTION	INSPECT, REMOVE & DISPOSE OF SNAKES FFP INSIDE OR OUTSIDE OF STRUCTURE IN ACCORDANCE WITH INSTALLATION PEST MANAGEMENT PLAN (IPMP) FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001	20	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002BE OPTION	NO SHOW SERVICE CHARGE FFP NO SHOW SERVICE CHARGE. (This is a pre-determined plugged-in subclin item. Cost is \$10.00/ea and Not to exceed total amount \$100.00. Cost to be Included as Component of Priced Items.) THIS IS A NOT SEPARATELY- PRICED ITEM. DO NOT PRICE THIS ITEM. FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001	10	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002BF		5	Each		
OPTION	EMERGENCY SERVICE ORDER FFP EMERGENCY SERVICE ORDER. (This is a pre-determined plugged-in subclin item. Cost is \$25.00/ea and Not to exceed total amount \$125.00. Cost to be Included as Component of Priced Items.) THIS IS A NOT SEPARATELY-PRICED ITEM. DO NOT PRICE THIS ITEM. FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002BG		1,000	Linear Foot		
OPTION	BAT INSPECT/REMOVE/EXCLUDE ABOVE 15 FEET FFP EXCLUSION DOES NOT INCLUDE STRUCTURAL CHANGES FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002BH		1,000	Linear Foot		
OPTION	BIRD INSPECT/REMOVE/EXCLUDE ABOVE 15 FT FFP EXCLUSION DOES NOT INCLUDE STRUCTURAL CHANGES FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002BK		128	Hours		
OPTION	MOSQUITO MONITORNG FFP PLACE AND MONITOR MOSQUITO TRAPPING UNITS FOB: Destination PURCHASE REQUEST NUMBER: W42CXS9162EN001				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003	Contractor Manpower Reporting FFP IAW FAR 52.000-4044 CMR reporting must be accomplished by 31 October of each fiscal year. THIS IS A NOT-SEPARATELY-PRICED ITEM. DO NOT PRICE THIS ITEM. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004	Guaranteed Minimum Value FFP The guaranteed minimum value of this contract is \$30,000.00 annually. THIS IS A NOT SEPARATELY-PRICED ITEM. DO NOT PRICE THIS ITEM. FOB: Destination				

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0001AA	N/A	N/A	N/A	Government
0001AB	N/A	N/A	N/A	Government
0001AC	N/A	N/A	N/A	Government
0001AD	N/A	N/A	N/A	Government
0001AE	N/A	N/A	N/A	Government
0001AF	N/A	N/A	N/A	Government
0001AG	N/A	N/A	N/A	Government

0001AH N/A	N/A	N/A	Government
0001AJ N/A	N/A	N/A	Government
0001AK N/A	N/A	N/A	Government
0001AL N/A	N/A	N/A	Government
0001AM N/A	N/A	N/A	Government
0001AN N/A	N/A	N/A	Government
0001AP N/A	N/A	N/A	Government
0001AQ N/A	N/A	N/A	Government
0001AR N/A	N/A	N/A	Government
0001AS N/A	N/A	N/A	Government
0001AT N/A	N/A	N/A	Government
0001AU N/A	N/A	N/A	Government
0001AV N/A	N/A	N/A	Government
0001AWN/A	N/A	N/A	Government
0001AX N/A	N/A	N/A	Government
0001AY N/A	N/A	N/A	Government
0001AZ N/A	N/A	N/A	Government
0001BA N/A	N/A	N/A	Government
0001BB N/A	N/A	N/A	Government
0001BC N/A	N/A	N/A	Government
0001BD N/A	N/A	N/A	Government
0001BE N/A	N/A	N/A	Government
0001BF N/A	N/A	N/A	Government
0001BG N/A	N/A	N/A	Government
0001BH N/A	N/A	N/A	Government
0001BK N/A	N/A	N/A	Government
0002 N/A	N/A	N/A	Government
0003 N/A	N/A	N/A	Government
1001 N/A	N/A	N/A	Government
1001AA N/A	N/A	N/A	Government
1001AB N/A	N/A	N/A	Government
1001AC N/A	N/A	N/A	Government
1001AD N/A	N/A	N/A	Government
1001AE N/A	N/A	N/A	Government
1001AF N/A	N/A	N/A	Government
1001AG N/A	N/A	N/A	Government
1001AH N/A	N/A	N/A	Government
1001AJ N/A	N/A	N/A	Government
1001AK N/A	N/A	N/A	Government
1001AL N/A	N/A	N/A	Government
1001AM N/A	N/A	N/A	Government
1001AN N/A	N/A	N/A	Government
1001AP N/A	N/A	N/A	Government
1001AQ N/A	N/A	N/A	Government
1001AR N/A	N/A	N/A	Government
1001AS N/A	N/A	N/A	Government
1001AT N/A	N/A	N/A	Government
1001AU N/A	N/A	N/A	Government
1001AV N/A	N/A	N/A	Government
1001AWN/A	N/A	N/A	Government
1001AX N/A	N/A	N/A	Government
1001AY N/A	N/A	N/A	Government
1001AZ N/A	N/A	N/A	Government
1001BA N/A	N/A	N/A	Government

1001BB	N/A	N/A	N/A	Government
1001BC	N/A	N/A	N/A	Government
1001BD	N/A	N/A	N/A	Government
1001BE	N/A	N/A	N/A	Government
1001BF	N/A	N/A	N/A	Government
1001BG	N/A	N/A	N/A	Government
1001BH	N/A	N/A	N/A	Government
1001BK	N/A	N/A	N/A	Government
1002	N/A	N/A	N/A	Government
1003	N/A	N/A	N/A	Government
2002	N/A	N/A	N/A	Government
2002AA	N/A	N/A	N/A	Government
2002AB	N/A	N/A	N/A	Government
2002AC	N/A	N/A	N/A	Government
2002AD	N/A	N/A	N/A	Government
2002AE	N/A	N/A	N/A	Government
2002AF	N/A	N/A	N/A	Government
2002AG	N/A	N/A	N/A	Government
2002AH	N/A	N/A	N/A	Government
2002AJ	N/A	N/A	N/A	Government
2002AK	N/A	N/A	N/A	Government
2002AL	N/A	N/A	N/A	Government
2002AM	N/A	N/A	N/A	Government
2002AN	N/A	N/A	N/A	Government
2002AP	N/A	N/A	N/A	Government
2002AQ	N/A	N/A	N/A	Government
2002AR	N/A	N/A	N/A	Government
2002AS	N/A	N/A	N/A	Government
2002AT	N/A	N/A	N/A	Government
2002AU	N/A	N/A	N/A	Government
2002AV	N/A	N/A	N/A	Government
2002AWN	N/A	N/A	N/A	Government
2002AX	N/A	N/A	N/A	Government
2002AY	N/A	N/A	N/A	Government
2002AZ	N/A	N/A	N/A	Government
2002BA	N/A	N/A	N/A	Government
2002BB	N/A	N/A	N/A	Government
2002BC	N/A	N/A	N/A	Government
2002BD	N/A	N/A	N/A	Government
2002BE	N/A	N/A	N/A	Government
2002BF	N/A	N/A	N/A	Government
2002BG	N/A	N/A	N/A	Government
2002BH	N/A	N/A	N/A	Government
2002BK	N/A	N/A	N/A	Government
2003	N/A	N/A	N/A	Government
2004	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-MAR-2010 TO 28-FEB-2011	N/A	N/A FOB: Destination	
0001AA	POP 01-MAR-2010 TO 28-FEB-2011	N/A	N/A FOB: Destination	
0001AB	POP 01-MAR-2010 TO 28-FEB-2011	N/A	N/A FOB: Destination	
0001AC	POP 01-MAR-2010 TO 28-FEB-2011	N/A	N/A FOB: Destination	
0001AD	POP 01-MAR-2010 TO 28-FEB-2011	N/A	N/A FOB: Destination	
0001AE	POP 01-MAR-2010 TO 28-FEB-2011	N/A	N/A FOB: Destination	
0001AF	POP 01-MAR-2010 TO 28-FEB-2011	N/A	N/A FOB: Destination	
0001AG	POP 01-MAR-2010 TO 28-FEB-2011	N/A	N/A FOB: Destination	
0001AH	POP 01-MAR-2010 TO 28-FEB-2011	N/A	N/A FOB: Destination	
0001AJ	POP 01-MAR-2010 TO 28-FEB-2011	N/A	N/A FOB: Destination	
0001AK	POP 01-MAR-2010 TO 28-FEB-2011	N/A	N/A FOB: Destination	
0001AL	POP 01-MAR-2010 TO 28-FEB-2011	N/A	N/A FOB: Destination	
0001AM	POP 01-MAR-2010 TO 28-FEB-2011	N/A	N/A FOB: Destination	
0001AN	POP 01-MAR-2010 TO 28-FEB-2011	N/A	N/A FOB: Destination	
0001AP	POP 01-MAR-2010 TO 28-FEB-2011	N/A	N/A FOB: Destination	
0001AQ	POP 01-MAR-2010 TO 28-FEB-2011	N/A	N/A FOB: Destination	
0001AR	POP 01-MAR-2010 TO 28-FEB-2011	N/A	N/A FOB: Destination	

0001AS	POP 01-MAR-2010 TO 28-FEB-2011	N/A	N/A FOB: Destination	
0001AT	POP 01-MAR-2010 TO 28-FEB-2011	N/A	N/A FOB: Destination	
0001AU	POP 01-MAR-2010 TO 28-FEB-2011	N/A	N/A FOB: Destination	
0001AV	POP 01-MAR-2010 TO 28-FEB-2011	N/A	N/A FOB: Destination	
0001AW	POP 01-MAR-2010 TO 28-FEB-2011	N/A	N/A FOB: Destination	
0001AX	POP 01-MAR-2010 TO 28-FEB-2011	N/A	N/A FOB: Destination	
0001AY	POP 01-MAR-2010 TO 28-FEB-2011	N/A	N/A FOB: Destination	
0001AZ	POP 01-MAR-2010 TO 28-FEB-2011	N/A	N/A FOB: Destination	
0001BA	POP 01-MAR-2010 TO 28-FEB-2011	N/A	N/A FOB: Destination	
0001BB	POP 01-MAR-2010 TO 28-FEB-2011	N/A	N/A FOB: Destination	
0001BC	POP 01-MAR-2010 TO 28-FEB-2011	N/A	N/A FOB: Destination	
0001BD	POP 01-MAR-2010 TO 28-FEB-2011	N/A	N/A FOB: Destination	
0001BE	POP 01-MAR-2010 TO 28-FEB-2011	N/A	N/A FOB: Destination	
0001BF	POP 01-MAR-2010 TO 28-FEB-2011	N/A	N/A FOB: Destination	
0001BG	POP 01-MAR-2010 TO 28-FEB-2011	N/A	N/A FOB: Destination	
0001BH	POP 01-MAR-2010 TO 28-FEB-2011	N/A	N/A FOB: Destination	
0001BK	POP 01-MAR-2010 TO 28-FEB-2011	N/A	N/A FOB: Destination	
0002	N/A	N/A	N/A	N/A

0003	N/A	N/A	N/A	N/A
1001	POP 01-MAR-2011 TO 28-FEB-2012	N/A	N/A FOB: Destination	
1001AA	POP 01-MAR-2011 TO 28-FEB-2012	N/A	N/A FOB: Destination	
1001AB	POP 01-MAR-2011 TO 28-FEB-2012	N/A	N/A FOB: Destination	
1001AC	POP 01-MAR-2011 TO 28-FEB-2012	N/A	N/A FOB: Destination	
1001AD	POP 01-MAR-2011 TO 28-FEB-2012	N/A	N/A FOB: Destination	
1001AE	POP 01-MAR-2011 TO 28-FEB-2012	N/A	N/A FOB: Destination	
1001AF	POP 01-MAR-2011 TO 28-FEB-2012	N/A	N/A FOB: Destination	
1001AG	POP 01-MAR-2011 TO 28-FEB-2012	N/A	N/A FOB: Destination	
1001AH	POP 01-MAR-2011 TO 28-FEB-2012	N/A	N/A FOB: Destination	
1001AJ	POP 01-MAR-2011 TO 28-FEB-2012	N/A	N/A FOB: Destination	
1001AK	POP 01-MAR-2011 TO 28-FEB-2012	N/A	N/A FOB: Destination	
1001AL	POP 01-MAR-2011 TO 28-FEB-2012	N/A	N/A FOB: Destination	
1001AM	POP 01-MAR-2011 TO 28-FEB-2012	N/A	N/A FOB: Destination	
1001AN	POP 01-MAR-2011 TO 20-FEB-2012	N/A	N/A FOB: Destination	
1001AP	POP 01-MAR-2011 TO 28-FEB-2012	N/A	N/A FOB: Destination	
1001AQ	POP 01-MAR-2011 TO 28-FEB-2012	N/A	N/A FOB: Destination	
1001AR	POP 01-MAR-2011 TO 28-FEB-2012	N/A	N/A FOB: Destination	

1001AS	POP 01-MAR-2011 TO 28-FEB-2012	N/A	N/A FOB: Destination	
1001AT	POP 01-MAR-2011 TO 28-FEB-2012	N/A	N/A FOB: Destination	
1001AU	POP 01-MAR-2011 TO 28-FEB-2012	N/A	N/A FOB: Destination	
1001AV	POP 01-MAR-2011 TO 28-FEB-2012	N/A	N/A FOB: Destination	
1001AW	POP 01-MAR-2011 TO 28-FEB-2012	N/A	N/A FOB: Destination	
1001AX	POP 01-MAR-2011 TO 28-FEB-2012	N/A	N/A FOB: Destination	
1001AY	POP 01-MAR-2011 TO 28-FEB-2012	N/A	N/A FOB: Destination	
1001AZ	POP 01-MAR-2011 TO 28-FEB-2012	N/A	N/A FOB: Destination	
1001BA	POP 01-MAR-2011 TO 28-FEB-2012	N/A	N/A FOB: Destination	
1001BB	POP 01-MAR-2011 TO 28-FEB-2012	N/A	N/A FOB: Destination	
1001BC	POP 01-MAR-2011 TO 28-FEB-2012	N/A	N/A FOB: Destination	
1001BD	POP 01-MAR-2011 TO 28-FEB-2012	N/A	N/A FOB: Destination	
1001BE	POP 01-MAR-2011 TO 28-FEB-2012	N/A	N/A FOB: Destination	
1001BF	POP 01-MAR-2011 TO 28-FEB-2012	N/A	N/A FOB: Destination	
1001BG	POP 01-MAR-2011 TO 28-FEB-2012	N/A	N/A FOB: Destination	
1001BH	POP 01-MAR-2011 TO 28-FEB-2012	N/A	N/A FOB: Destination	
1001BK	POP 01-MAR-2011 TO 28-FEB-2012	N/A	N/A FOB: Destination	
1002	N/A	N/A	N/A	N/A
1003	N/A	N/A	N/A	N/A

2002	POP 01-MAR-2012 TO 28-FEB-2013	N/A	N/A FOB: Destination
2002AA	POP 01-MAR-2012 TO 28-FEB-2013	N/A	N/A FOB: Destination
2002AB	POP 01-MAR-2012 TO 28-FEB-2013	N/A	N/A FOB: Destination
2002AC	POP 01-MAR-2012 TO 28-FEB-2013	N/A	N/A FOB: Destination
2002AD	POP 01-MAR-2012 TO 28-FEB-2013	N/A	N/A FOB: Destination
2002AE	POP 01-MAR-2012 TO 28-FEB-2013	N/A	N/A FOB: Destination
2002AF	POP 01-MAR-2012 TO 28-FEB-2013	N/A	N/A FOB: Destination
2002AG	POP 01-MAR-2012 TO 28-FEB-2013	N/A	N/A FOB: Destination
2002AH	POP 01-MAR-2012 TO 28-FEB-2013	N/A	N/A FOB: Destination
2002AJ	POP 01-MAR-2012 TO 28-FEB-2013	N/A	N/A FOB: Destination
2002AK	POP 01-MAR-2012 TO 28-FEB-2013	N/A	N/A FOB: Destination
2002AL	POP 01-MAR-2012 TO 28-FEB-2013	N/A	N/A FOB: Destination
2002AM	POP 01-MAR-2012 TO 28-FEB-2013	N/A	N/A FOB: Destination
2002AN	POP 01-MAR-2012 TO 20-FEB-2013	N/A	N/A FOB: Destination
2002AP	POP 01-MAR-2012 TO 28-FEB-2013	N/A	N/A FOB: Destination
2002AQ	POP 01-MAR-2012 TO 28-FEB-2013	N/A	N/A FOB: Destination
2002AR	POP 01-MAR-2012 TO 28-FEB-2013	N/A	N/A FOB: Destination
2002AS	POP 01-MAR-2012 TO 28-FEB-2013	N/A	N/A FOB: Destination

2002AT	POP 01-MAR-2012 TO 28-FEB-2013	N/A	N/A FOB: Destination	
2002AU	POP 01-MAR-2012 TO 28-FEB-2013	N/A	N/A FOB: Destination	
2002AV	POP 01-MAR-2012 TO 28-FEB-2013	N/A	N/A FOB: Destination	
2002AW	POP 01-MAR-2012 TO 28-FEB-2013	N/A	N/A FOB: Destination	
2002AX	POP 01-MAR-2012 TO 28-FEB-2013	N/A	N/A FOB: Destination	
2002AY	POP 01-MAR-2012 TO 28-FEB-2013	N/A	N/A FOB: Destination	
2002AZ	POP 01-MAR-2012 TO 28-FEB-2013	N/A	N/A FOB: Destination	
2002BA	POP 01-MAR-2012 TO 28-FEB-2013	N/A	N/A FOB: Destination	
2002BB	POP 01-MAR-2012 TO 28-FEB-2013	N/A	N/A FOB: Destination	
2002BC	POP 01-MAR-2012 TO 28-FEB-2013	N/A	N/A FOB: Destination	
2002BD	POP 01-MAR-2012 TO 28-FEB-2013	N/A	N/A FOB: Destination	
2002BE	POP 01-MAR-2012 TO 28-FEB-2013	N/A	N/A FOB: Destination	
2002BF	POP 01-MAR-2012 TO 28-FEB-2013	N/A	N/A FOB: Destination	
2002BG	POP 01-MAR-2012 TO 28-FEB-2013	N/A	N/A FOB: Destination	
2002BH	POP 01-MAR-2012 TO 28-FEB-2013	N/A	N/A FOB: Destination	
2002BK	POP 01-MAR-2012 TO 28-FEB-2013	N/A	N/A FOB: Destination	
2003	N/A	N/A	N/A	N/A
2004	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.209-5	Certification Regarding Responsibility Matters	DEC 2008
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.214-4	False Statements In Bids	APR 1984
52.214-6	Explanation To Prospective Bidders	APR 1984
52.214-10	Contract Award--Sealed Bidding	JUL 1990
52.217-5	Evaluation Of Options	JUL 1990
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	REQUIRED CENTRAL CONTRACT REGISTRATION	FEB 1999
252.204-7006	Billing Instructions	OCT 2005
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
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
252.212-7000	Offeror Representations and Certifications- Commercial Items	JUN 2005
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993

252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992

CLAUSES INCORPORATED BY FULL TEXT

52.000-4000 ALTERNATE DISPUTES RESOLUTION

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

CLAUSES INCORPORATED BY FULL TEXT

52.000-4001 CONTRACT PERIOD

The current period of this contract is 01 March 2010 or 1 days after date of award, whichever is later, through 28 Feb 2011.

(End of Provision)

CLAUSES INCORPORATED BY FULL TEXT

52.000-4002 EMERGENCY MEDICAL TREATMENT

Emergency medical treatment will be provided by the Bayne-Jones Army Community Hospital in order to prevent undue suffering or loss of life. Emergencies will be treated only during the period of emergency and appropriate action will be taken to discharge or transfer such patients as soon as the emergency period ends. Charges for medical care will be at the prevailing rate and at the Contractor's expense.
(End of Provision)

CLAUSES INCORPORATED BY FULL TEXT

52.000-4004 HOURS OF OPERATION

Normal working hours are 8:00 A.M. to 4:30 P.M. Monday through Friday excluding Federal Holidays.

The following Federal Holidays are observed at Fort Polk, Louisiana:

January 1 st	1 st Monday of September
3 rd Monday of January	2 nd Monday of October
3 rd Monday of February	November 11 th
Last Monday of May	4 th Thursday of November
July 4 th	December 25 th

And any other Congressional or Presidential imposed Federal Holiday

When a holiday falls on a Sunday, the following Monday will be observed as a holiday and when a holiday falls on a Saturday, the preceding Friday is observed as a holiday by U.S. Government Agencies.

(End of Provision)

CLAUSES INCORPORATED BY FULL TEXT

52.000-4011 REMOVAL OF CONTRACTOR PERSONNEL

The Government reserves the right to require removal of any Contractor personnel from the job site who endanger persons or property, or whose continued employment is inconsistent with the interest of military security. The Government also reserves the right to require the Contractor to remove from the job site, any employee found to be under the influence of alcohol, drugs or any other incapacitating agent or any employee involved in the theft of Government property. The removal from the job site of such personnel shall not relieve the Contractor of the requirement to provide personnel to perform services.

(End of Provision)

CLAUSES INCORPORATED BY FULL TEXT

52.000-4012 REQUIRED INSURANCE

In accordance with FAR clause 52.228-5 entitled, "Insurance--Work on a Government Installation" the following minimum amounts of insurance are required.

Workmen's Compensation	As required by state laws
Employer's Liability Insurance	\$100,000
General Liability Insurance	\$500,000 per occurrence
Bodily Injury Liability	
Auto Liability Insurance	\$200,000 per person

Bodily Injury	\$500,000 per occurrence
Property Damage (End of Provision)	\$ 20,000 per occurrence

CLAUSES INCORPORATED BY FULL TEXT

52.000-4014 WAGE DETERMINATION

U.S. Department of Labor Wage Determination(s)/Decision(s) 2005-2229 Rev.8 is/are incorporated into this solicitation and shall be applicable to any resultant contract.

WD 05-2229 (Rev.-8) was first posted on www.wdol.gov on 08/04/2009

```
*****
REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
| WASHINGTON D.C. 20210
|
|
| Wage Determination No.: 2005-2229
Shirley F. Ebbesen Division of | Revision No.: 8
Director Wage Determinations | Date Of Revision: 07/29/2009
|
State: Louisiana
```

Area: Louisiana Parishes of Acadia, Allen, Avoyelles, Beauregard, Caldwell, Catahoula, Concordia, Evangeline, Franklin, Grant, La Salle, Natchitoches, Rapides, Sabine, Tensas, Vernon, Winn

```
**Fringe Benefits Required Follow the Occupational Listing**
OCCUPATION CODE - TITLE FOOTNOTE RATE
01000 - Administrative Support And Clerical Occupations
01011 - Accounting Clerk I 11.28
01012 - Accounting Clerk II 14.20
01013 - Accounting Clerk III 15.45
01020 - Administrative Assistant 16.21
01040 - Court Reporter 12.66
01051 - Data Entry Operator I 10.30
01052 - Data Entry Operator II 11.37
01060 - Dispatcher, Motor Vehicle 14.08
01070 - Document Preparation Clerk 10.07
01090 - Duplicating Machine Operator 10.07
01111 - General Clerk I 10.03
01112 - General Clerk II 11.03
01113 - General Clerk III 13.19
01120 - Housing Referral Assistant 14.59
01141 - Messenger Courier 8.21
01191 - Order Clerk I 11.12
01192 - Order Clerk II 13.15
01261 - Personnel Assistant (Employment) I 12.53
01262 - Personnel Assistant (Employment) II 14.03
01263 - Personnel Assistant (Employment) III 16.08
01270 - Production Control Clerk 20.63
01280 - Receptionist 9.26
01290 - Rental Clerk 11.64
01300 - Scheduler, Maintenance 11.30
01311 - Secretary I 11.30
01312 - Secretary II 12.55
01313 - Secretary III 14.59
01320 - Service Order Dispatcher 18.30
01410 - Supply Technician 16.21
01420 - Survey Worker 12.55
01531 - Travel Clerk I 10.69
01532 - Travel Clerk II 11.62
```

01533 - Travel Clerk III	12.50
01611 - Word Processor I	11.02
01612 - Word Processor II	12.43
01613 - Word Processor III	13.77
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.00
05010 - Automotive Electrician	16.24
05040 - Automotive Glass Installer	15.20
05070 - Automotive Worker	15.20
05110 - Mobile Equipment Servicer	13.30
05130 - Motor Equipment Metal Mechanic	17.27
05160 - Motor Equipment Metal Worker	15.66
05190 - Motor Vehicle Mechanic	17.27
05220 - Motor Vehicle Mechanic Helper	12.09
05250 - Motor Vehicle Upholstery Worker	14.34
05280 - Motor Vehicle Wrecker	15.20
05310 - Painter, Automotive	16.24
05340 - Radiator Repair Specialist	15.20
05370 - Tire Repairer	10.79
05400 - Transmission Repair Specialist	17.27
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.74
07041 - Cook I	8.70
07042 - Cook II	10.58
07070 - Dishwasher	7.25
07130 - Food Service Worker	7.31
07210 - Meat Cutter	12.38
07260 - Waiter/Waitress	7.39
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	13.63
09040 - Furniture Handler	9.68
09080 - Furniture Refinisher	13.63
09090 - Furniture Refinisher Helper	10.15
09110 - Furniture Repairer, Minor	12.04
09130 - Upholsterer	13.63
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	7.52
11060 - Elevator Operator	8.37
11090 - Gardener	10.24
11122 - Housekeeping Aide	8.37
11150 - Janitor	8.37
11210 - Laborer, Grounds Maintenance	9.18
11240 - Maid or Houseman	7.25
11260 - Pruner	7.76
11270 - Tractor Operator	8.92
11330 - Trail Maintenance Worker	9.18
11360 - Window Cleaner	9.31
12000 - Health Occupations	
12010 - Ambulance Driver	14.75
12011 - Breath Alcohol Technician	15.50
12012 - Certified Occupational Therapist Assistant	21.27
12015 - Certified Physical Therapist Assistant	21.27
12020 - Dental Assistant	12.25
12025 - Dental Hygienist	32.85
12030 - EKG Technician	22.64
12035 - Electroneurodiagnostic Technologist	22.64
12040 - Emergency Medical Technician	14.75
12071 - Licensed Practical Nurse I	13.86
12072 - Licensed Practical Nurse II	15.50
12073 - Licensed Practical Nurse III	17.29
12100 - Medical Assistant	12.07
12130 - Medical Laboratory Technician	13.60
12160 - Medical Record Clerk	11.82
12190 - Medical Record Technician	13.54
12195 - Medical Transcriptionist	11.83
12210 - Nuclear Medicine Technologist	34.07
12221 - Nursing Assistant I	8.78
12222 - Nursing Assistant II	9.87
12223 - Nursing Assistant III	10.77
12224 - Nursing Assistant IV	12.09
12235 - Optical Dispenser	15.03
12236 - Optical Technician	13.86
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	12.09

12305 - Radiologic Technologist	20.70
12311 - Registered Nurse I	19.71
12312 - Registered Nurse II	24.12
12313 - Registered Nurse II, Specialist	24.12
12314 - Registered Nurse III	29.18
12315 - Registered Nurse III, Anesthetist	29.18
12316 - Registered Nurse IV	34.98
12317 - Scheduler (Drug and Alcohol Testing)	19.20
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	14.24
13012 - Exhibits Specialist II	17.64
13013 - Exhibits Specialist III	21.58
13041 - Illustrator I	14.24
13042 - Illustrator II	17.64
13043 - Illustrator III	21.58
13047 - Librarian	19.54
13050 - Library Aide/Clerk	11.34
13054 - Library Information Technology Systems Administrator	17.64
13058 - Library Technician	14.24
13061 - Media Specialist I	12.73
13062 - Media Specialist II	14.24
13063 - Media Specialist III	15.88
13071 - Photographer I	12.61
13072 - Photographer II	15.05
13073 - Photographer III	19.31
13074 - Photographer IV	21.44
13075 - Photographer V	23.79
13110 - Video Teleconference Technician	12.73
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.30
14042 - Computer Operator II	15.99
14043 - Computer Operator III	19.02
14044 - Computer Operator IV	21.11
14045 - Computer Operator V	23.44
14071 - Computer Programmer I	(see 1) 19.76
14072 - Computer Programmer II	(see 1) 24.48
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	14.30
14160 - Personal Computer Support Technician	21.11
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	26.93
15020 - Aircrew Training Devices Instructor (Rated)	32.58
15030 - Air Crew Training Devices Instructor (Pilot)	35.84
15050 - Computer Based Training Specialist / Instructor	24.48
15060 - Educational Technologist	22.25
15070 - Flight Instructor (Pilot)	35.84
15080 - Graphic Artist	19.28
15090 - Technical Instructor	13.59
15095 - Technical Instructor/Course Developer	16.62
15110 - Test Proctor	12.55
15120 - Tutor	12.55
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	7.55
16030 - Counter Attendant	7.55
16040 - Dry Cleaner	9.11
16070 - Finisher, Flatwork, Machine	7.55
16090 - Presser, Hand	7.55
16110 - Presser, Machine, Drycleaning	7.55
16130 - Presser, Machine, Shirts	7.55
16160 - Presser, Machine, Wearing Apparel, Laundry	7.55
16190 - Sewing Machine Operator	9.64
16220 - Tailor	10.18
16250 - Washer, Machine	8.07
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.53
19040 - Tool And Die Maker	20.67
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.32
21030 - Material Coordinator	18.13

21040 - Material Expediter	18.13
21050 - Material Handling Laborer	9.84
21071 - Order Filler	9.92
21080 - Production Line Worker (Food Processing)	12.32
21110 - Shipping Packer	14.67
21130 - Shipping/Receiving Clerk	14.67
21140 - Store Worker I	9.83
21150 - Stock Clerk	15.09
21210 - Tools And Parts Attendant	12.32
21410 - Warehouse Specialist	12.32
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.60
23021 - Aircraft Mechanic I	22.48
23022 - Aircraft Mechanic II	23.60
23023 - Aircraft Mechanic III	24.79
23040 - Aircraft Mechanic Helper	14.31
23050 - Aircraft, Painter	18.56
23060 - Aircraft Servicer	16.96
23080 - Aircraft Worker	18.00
23110 - Appliance Mechanic	16.53
23120 - Bicycle Repairer	10.79
23125 - Cable Splicer	19.66
23130 - Carpenter, Maintenance	14.45
23140 - Carpet Layer	15.26
23160 - Electrician, Maintenance	18.75
23181 - Electronics Technician Maintenance I	23.64
23182 - Electronics Technician Maintenance II	25.66
23183 - Electronics Technician Maintenance III	27.97
23260 - Fabric Worker	14.03
23290 - Fire Alarm System Mechanic	17.64
23310 - Fire Extinguisher Repairer	12.69
23311 - Fuel Distribution System Mechanic	17.64
23312 - Fuel Distribution System Operator	15.16
23370 - General Maintenance Worker	14.10
23380 - Ground Support Equipment Mechanic	22.48
23381 - Ground Support Equipment Servicer	16.96
23382 - Ground Support Equipment Worker	18.00
23391 - Gunsmith I	12.69
23392 - Gunsmith II	15.26
23393 - Gunsmith III	17.64
23410 - Heating, Ventilation And Air-Conditioning Mechanic	17.74
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	18.63
23430 - Heavy Equipment Mechanic	20.92
23440 - Heavy Equipment Operator	14.50
23460 - Instrument Mechanic	17.64
23465 - Laboratory/Shelter Mechanic	16.53
23470 - Laborer	9.67
23510 - Locksmith	16.53
23530 - Machinery Maintenance Mechanic	17.89
23550 - Machinist, Maintenance	19.85
23580 - Maintenance Trades Helper	11.17
23591 - Metrology Technician I	17.64
23592 - Metrology Technician II	18.65
23593 - Metrology Technician III	19.67
23640 - Millwright	17.18
23710 - Office Appliance Repairer	16.53
23760 - Painter, Maintenance	13.97
23790 - Pipefitter, Maintenance	21.55
23810 - Plumber, Maintenance	20.39
23820 - Pneudraulic Systems Mechanic	17.64
23850 - Rigger	17.64
23870 - Scale Mechanic	15.26
23890 - Sheet-Metal Worker, Maintenance	17.64
23910 - Small Engine Mechanic	15.26
23931 - Telecommunications Mechanic I	18.33
23932 - Telecommunications Mechanic II	21.33
23950 - Telephone Lineman	18.33
23960 - Welder, Combination, Maintenance	14.50
23965 - Well Driller	17.64
23970 - Woodcraft Worker	17.64
23980 - Woodworker	12.57
24000 - Personal Needs Occupations	

24570 - Child Care Attendant	10.44
24580 - Child Care Center Clerk	13.02
24610 - Chore Aide	8.52
24620 - Family Readiness And Support Services Coordinator	15.60
24630 - Homemaker	13.18
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	16.66
25040 - Sewage Plant Operator	15.68
25070 - Stationary Engineer	16.66
25190 - Ventilation Equipment Tender	11.19
25210 - Water Treatment Plant Operator	15.68
27000 - Protective Service Occupations	
27004 - Alarm Monitor	13.01
27007 - Baggage Inspector	9.49
27008 - Corrections Officer	16.41
27010 - Court Security Officer	14.23
27030 - Detection Dog Handler	13.86
27040 - Detention Officer	16.41
27070 - Firefighter	13.30
27101 - Guard I	9.49
27102 - Guard II	13.86
27131 - Police Officer I	14.75
27132 - Police Officer II	16.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.29
28042 - Carnival Equipment Repairer	11.33
28043 - Carnival Equipment Worker	7.27
28210 - Gate Attendant/Gate Tender	12.73
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	14.24
28510 - Recreation Aide/Health Facility Attendant	10.09
28515 - Recreation Specialist	13.17
28630 - Sports Official	11.34
28690 - Swimming Pool Operator	11.85
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	15.26
29020 - Hatch Tender	15.26
29030 - Line Handler	15.26
29041 - Stevedore I	14.03
29042 - Stevedore II	16.53
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.15
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.24
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	26.69
30021 - Archeological Technician I	15.24
30022 - Archeological Technician II	17.04
30023 - Archeological Technician III	21.11
30030 - Cartographic Technician	21.11
30040 - Civil Engineering Technician	20.02
30061 - Drafter/CAD Operator I	15.24
30062 - Drafter/CAD Operator II	17.04
30063 - Drafter/CAD Operator III	19.01
30064 - Drafter/CAD Operator IV	23.39
30081 - Engineering Technician I	13.44
30082 - Engineering Technician II	15.24
30083 - Engineering Technician III	17.04
30084 - Engineering Technician IV	21.11
30085 - Engineering Technician V	25.83
30086 - Engineering Technician VI	31.43
30090 - Environmental Technician	21.11
30210 - Laboratory Technician	19.01
30240 - Mathematical Technician	21.11
30361 - Paralegal/Legal Assistant I	17.19
30362 - Paralegal/Legal Assistant II	21.30
30363 - Paralegal/Legal Assistant III	26.05
30364 - Paralegal/Legal Assistant IV	31.52
30390 - Photo-Optics Technician	21.11
30461 - Technical Writer I	21.11
30462 - Technical Writer II	25.83
30463 - Technical Writer III	31.25
30491 - Unexploded Ordnance (UXO) Technician I	22.34
30492 - Unexploded Ordnance (UXO) Technician II	27.03
30493 - Unexploded Ordnance (UXO) Technician III	32.40

30494 - Unexploded (UXO) Safety Escort	22.34
30495 - Unexploded (UXO) Sweep Personnel	22.34
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 18.83
30621 - Weather Observer, Senior	(see 2) 21.11
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.34
31030 - Bus Driver	14.18
31043 - Driver Courier	13.59
31260 - Parking and Lot Attendant	7.55
31290 - Shuttle Bus Driver	13.59
31310 - Taxi Driver	10.18
31361 - Truckdriver, Light	13.59
31362 - Truckdriver, Medium	14.76
31363 - Truckdriver, Heavy	15.78
31364 - Truckdriver, Tractor-Trailer	15.78
99000 - Miscellaneous Occupations	
99030 - Cashier	7.25
99050 - Desk Clerk	8.63
99095 - Embalmer	22.34
99251 - Laboratory Animal Caretaker I	10.98
99252 - Laboratory Animal Caretaker II	11.76
99310 - Mortician	22.34
99410 - Pest Controller	11.45
99510 - Photofinishing Worker	11.74
99710 - Recycling Laborer	11.61
99711 - Recycling Specialist	12.22
99730 - Refuse Collector	11.04
99810 - Sales Clerk	10.61
99820 - School Crossing Guard	10.71
99830 - Survey Party Chief	16.21
99831 - Surveying Aide	10.00
99832 - Surveying Technician	14.74
99840 - Vending Machine Attendant	12.62
99841 - Vending Machine Repairer	14.98
99842 - Vending Machine Repairer Helper	12.62

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.35 per hour or \$134.00 per week or \$580.66 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

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

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

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

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

** UNIFORM ALLOWANCE **

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms

of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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

(End of Provision)

CLAUSES INCORPORATED BY FULL TEXT

52.000-4022 PERMITS AND RESPONSIBILITIES

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work site, the workers, the public, and the property of others. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any uncompleted unit of work which may have been accepted under the contract.
(End of Provision)

CLAUSES INCORPORATED BY FULL TEXT

52.000-4023 PRE-AWARD INFORMATION

The Government reserves the right, prior to making an award, to conduct a pre-award survey of the prospective contractors in order to determine that the contractors can meet the minimum standards for responsible contractors as defined in Federal Acquisition Regulation (FAR) 9.106. The pre-award survey may include, but will not necessarily be limited to the following factors:

- (1) Financial Resources such as sufficient working capital to permit performance under the contract for a period of sixty (60) days after the effective date of the contract before reimbursement by the Government;
- (2) Ability to comply with required schedules;
- (3) Past record of integrity;
- (4) Past record of performance; and
- (5) Ability to meet other qualifications and eligibility requirement to receive and award of a contract.
- (6) A on-site inspection may be conducted of the facility of the apparent successful bidder (s) offeror(s) prior to contract award for specifications compliance.

A Pre-Award survey may be conducted in order to determine contractor responsibility. Please provide three (3) performance references and one (1) financial reference in the spaces provided below. The performance references can consist of companies for which you have recently performed work. References must be of comparable magnitude and similar in nature to the work required under this solicitation. The financial reference should be your financial institution.

Three Performance References:

Name: _____

Address: _____

Point of Contact: _____

Phone: _____

Contract Number: _____
Amount: _____
Description: _____

Name: _____
Address: _____
Point of Contact: _____
Phone: _____
Contract Number: _____
Amount: _____
Description: _____

Name: _____
Address: _____
Point of Contact: _____
Phone: _____
Contract Number: _____
Amount: _____
Description: _____

Financial Reference:

Name: _____
Address: _____
POC: _____
Phone: _____

(End of Provision)

CLAUSES INCORPORATED BY FULL TEXT

52.000-4031 RATE OF PERFORMANCE

Response to and Completion of Routine and Emergency Service Orders are spelled out in the Statement of Work (SOW).

Rate of performance for verbal requests will be the same as if the contractor received a service order. All verbal requests will be followed up in writing.

CLAUSES INCORPORATED BY FULL TEXT

52.000-4032 ISSUANCE OF DELIVERY ORDERS/PAYMENTS

a. Delivery Orders for specified quantity of the unit(s) of issue listed in Section B or Section SF 1449 Continuation Sheet (whichever is applicable) will be issued as needed. Performance period will be indicated on the Delivery Order. Delivery Order(s) will be issued electronically, in writing or telephonically by the Directorate of Contracting, Fort Polk, LA. Telephonic Delivery Order(s) will be confirmed in writing within five (5) working days.

b. Upon receipt of a proper invoice, payment will be made monthly and/or upon completion of the Delivery Order(s). A proper invoice includes, but is not limited to, the actual unit(s) of measure performed and the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deduction provided in this contract.

(End of Provision)

CLAUSES INCORPORATED BY FULL TEXT

52.000-4033 ADMINISTRATION RESPONSIBILITY

a. The Contracting Officer is responsible for the administration of this contract, and alone, is authorized to the extent indicated in this contract to take actions on behalf of the Government which result in changes in the terms of this contract, including deviations from the specifications, details and delivery schedule.

b. All matters pertaining to Government administration of this contract should be directed to the following address.

Directorate of Contracting
ATTN: Ms. Jongmin Carter
Email Address: jongmin.carter@us.army.mil
Phone: 337-531-2196
6661 Warrior Trail, Bldg 350
Fort Polk, LA 71459

(End of Provision)

CLAUSES INCORPORATED BY FULL TEXT

52.000-4035 COMPLIANCE WITH REGULATIONS

The Contractor and Contractor employees shall comply with all applicable Post regulations promulgated by the Commanding General, Fort Polk, LA, as well as all applicable Federal and State safety laws and security regulations. Applicable Post regulations including, but not limited to, fire, safety, sanitation, security, and firearms or other lethal weapons, will be made available to the Contractor upon request.

(End of Provision)

CLAUSES INCORPORATED BY FULL TEXT

52.000-4036 SECURITY SEARCHES/CHECKS

The Contractor and Contractor employees are subject to security searches/checks. Persons found in possession of firearms, ammunition, explosives, pyrotechnic devices, knives, other lethal weapons, or removing Government equipment, supplies, and/or food will be prosecuted and/or barred from the installation. The Contractor shall safeguard all Government property furnished for Contractor use.
(End of Provision)

CLAUSES INCORPORATED BY FULL TEXT

52.000-4037 VEHICLE REGISTRATION, LICENSING, AND OPERATION

Contractor vehicles and Contractor personnel privately owned vehicles operated on Fort Polk shall be registered with the Vehicle Registration Section of the Installation Provost Marshal located within the building adjacent to the Consolidated In/Out Processing Center (Bldg 1830) on Louisiana Avenue between Mississippi Avenue and Alabama Avenue. Vehicles which will be used on Fort Polk for less than 90 days will receive temporary registration. Vehicles shall have a valid state inspection sticker and personnel shall submit vehicle registration, proof of insurance, and a valid driver's license at the time of registration. Identification decals shall be affixed to vehicles in accordance with instructions provided at the time of registration. The Contractor shall require terminated employees to remove decals from their vehicles. The Contractor shall collect removed decals and return the decal debris, with a Report of Contract Employee termination and Request for Cancellation of Vehicle Registration, to the Vehicle Registration Section. The decal must also be removed and returned to the Vehicle Registration Section if the vehicle that has the decal on it changes possession to another party (i.e., the vehicle is sold, traded in, etc.). The report shall include the Contractor's name, employee's name/vehicle description and be submitted within five (5) days following employee termination.
(End of Provision)

CLAUSES INCORPORATED BY FULL TEXT

52.000-4042 COMMERCIAL VEHICLE ENTRY POINTS

Commercial vehicles, one-ton or heavier, arriving at Fort Polk will have to use one of the following two designated entry points.

1. From the South: Louisiana Avenue from Louisiana State Highway 10.
2. From the North: Louisiana State Highway 469 at Louisiana State Highway 28 (K Avenue).

These entry points will be for all commercial delivery vehicles. All hazardous material cargo vehicles will use these same access points.

(End of Provision)

CLAUSES INCORPORATED BY FULL TEXT

52.000-4044 CONTRACTOR MANPOWER REPORTING

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address <https://cmra.army.mil>. The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative; (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data; (5) Estimated direct labor hours (including sub-contractors); (6) Estimated direct labor dollars paid this reporting period (including sub-contractors); (7) Total payments (including sub-contractors); (8) Predominant Federal Service code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information); (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment or contingency contract language; and (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country). As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reporting by 31 October of each calendar year. Contractors may use a direct Extensible Markup Language (XML) data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

(End of Provision)

CLAUSES INCORPORATED BY FULL TEXT

52.000-4045 IDENTIFICATION OF CONTRACTOR EMPLOYEES

The contractor shall provide each employee an identification (ID) badge on contract start date or employment start date. The ID badge shall be made of nonmetallic material, easily readable and include employee's name, contractor's name, functional area of assignment, and color photograph. The contracting officer or his/her designee shall approve the ID badge before contract start date.

Display of ID Badges: Contractor personnel shall wear the ID badge at all times when performing work under this contract at a Government site to include attending Government meetings and conferences. Unless

otherwise specified in the contract, each contractor employee shall wear the ID badge in a conspicuous place on the front of exterior clothing and above the waist except when safety or health reasons prohibit such placement.

Answering Telephones: Contractor personnel shall identify themselves as a contractor employee when answering or placing calls on a Government telephone and when leaving outgoing and incoming messages on voice mail.

Utilizing Electronic Mail: When prime contractor or subcontractor personnel send e-mail messages as a part of contract performance (or otherwise relating to contract matters), each sender shall include his/her name (both first and last names),

E-mail address and the name of the individual's employer.

(End of Provision)

CLAUSES INCORPORATED BY FULL TEXT

52.000.4046 FORT POLK ACCESS CONTROL

Procedures for commercial vehicle access to Fort Polk are subject to change without prior notice. Current access information may be obtained by calling the Directorate of Emergency Services (DES), Force Protection Office at (337) 531-7303.

Fort Polk has implemented more restrictive access procedures for personnel who require routine access to the installation by standardizing entry protocol called the RAPIDGate Program. Companies that service Fort Polk can voluntarily enroll in the RAPIDGate Program by calling 1-977-RAPIDGATE (1-877-727-4342).

If the company chooses to participate in the RAPIDGate Program, company vehicles are allowed access to Fort Polk through Gates 1, 2, 4, 5, 6 and 7 without having to obtain a one-day pass, undergo a security screening or a vehicle inspection, etc.

Companies that choose not to participate in the RAPIDGate Program will be allowed to access Fort Polk through Gate 1 in passenger vehicles. All commercial vehicles over 1 ton will use Gates 4 and 7. In addition prior to entering the installation, each individual must obtain a day pass and undergo a security screening. Vehicle inspection will be mandatory. All vehicle occupants must be prepared to provide a photo ID and receive a pass at the Visitor Center located at Gate 1. The driver of the vehicle will be required to provide driver's license, proof of vehicle registration and proof of insurance.

(Provision)

52.000-4047 **Wide Area Workflow (WAWF) Electronic Invoicing Instructions**

Wide Area Work Flow (WAWF) Registration and Invoicing is mandatory and hereby incorporated in accordance with DFARS 252.232-7003. All Invoices shall be submitted electronically via WAWF for Inspection & Acceptance.

WAWF is a web-based tool used to electronically submit and process invoices and Receipt/Acceptance reports. It is one of three E-Invoicing options identified in DFARS 252.232-7003, but is considered the “**preferred**” E-Invoicing solution within DoD. WAWF enables pre-population of data, data sharing, improved data accuracy, decreased redundant data entry, decreased lost or misplaced documents, and online access to contracts and related records. Email addresses, along with routing and location codes contained in the contract, are used to enable document access and alert users of pending document actions and status. Contractors benefit via increased cash flow and the DoD benefits via reduced interest penalty payments.

To use WAWF, contractors must enroll at the WAWF site and verify their computer system compatibility. Vendor/contractor registration information can be obtained at: <https://wawf.eb.mil/vreg.htm> and User Training can be obtained at: <https://www.wawftraining.com/>.

For security purposes, WAWF user identity is assured via Public Key Infrastructure authentication methods which enable structured user IDs, secure passwords, and/or digital certificate capability. Documents are verified via digital signature and transmissions are processed with secure audit capability.

For WAWF support, please contact the Customer Support Center:

DISA WESTHEM
Area Command Ogden
Customer Service Center
CONUS ONLY: 1-866-618-5988
COMMERCIAL: 801-605-7095
DSN: 388-7095
<mailto:cscassig@ogden.disa.mil>

WAWF DOCUMENT ROUTING INFORMATION

The following codes will be required to create and route your invoices correctly through WAWF:

Invoice Type for this contract, purchase order, delivery/task order [**check as appropriate**]:

- ☐ Construction Invoice (**Contractor Only**)
- ☐ COMBO (Invoice & Receiving Report – Used for orders of Materials and Materials/Services)
- ☐ Invoice as 2-in-1 (**Services Only**)
- ☐ Invoice (**Contractor Only**)
- ☐ Receiving Report (**Government Only**)
- ☐ Cost Voucher (**Government Only**)
- ☐ Receiving Report with Unique Identification (UID) (**Government Only**)
UID is a new globally unique “part identifier” containing data elements used to track DoD parts through their life cycle.

CONTRACT AND OR DELIVERY ORDER NUMBER:

CAGE CODE:

ISSUE DATE:

ISSUE BY DODDAAC:

ADMIN BY DODAAC:

INSPECT BY DODAAC:

ACCEPT BY DODAAC:

SHIP TO DODAAC:

PAYMENT OFFICE DODAAC:

EMAIL & PHONE NUMBERS: POINTS OF CONTACT (POCs)

The COR/INSPECTOR:

Engineer (if applicable):

Receiving Office POC:

Contract Administrator:

Contracting Officer:

Payment Office Address and Phone Number:

PAYMENT QUERY INSTRUCTIONS

You can easily access payment and receipt information using the Defense Finance Accounting System (DFAS) website at <http://www.dod.mil/dfas/>. Your purchase order/contract number or invoice number will be required to inquire about the status of your payment.

Payment information may also be accessed through WAWF by logging on to <https://wawf.ef.mil/>, then click on “**Pay Status**” located in the left-hand column. Next scroll to the bottom portion of the page, see **Commercial Pay** and then click on “**Vendor Pay Inquiry**”. Input your invoice data to query status.

When DFAS processes your invoice for payment, it should be deposited into your bank account approximately 31 days after THEIR process date. If there are delays in deposit of payment, it is recommended that you contact the DFAS Representative (see Misc. Info Tab on your electronic invoice) who processed the invoice and ask for the scheduled payment date.

(End of Provision)

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JUN 2008)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no

expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror

does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

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:

Price and other price related factors.

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

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

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (AUG 2009)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) 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 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).

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.

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.

Veteran-owned small business concern means a small business concern--

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

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

"Women-owned small business concern" means a small business concern--

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

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

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

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.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: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) 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.

(7) 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:

(8) 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

(9) (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 database maintained by the Small Business Administration (PRO-Net), 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: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$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 Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --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.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, 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.

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American 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) 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)(4)(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). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency,

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

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

(4) () Have, () have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

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

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

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. 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

Listed End Product	Listed Countries of Origin:
.	.

.	.
.	.

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

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

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

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

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

(2) () Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract 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. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(2) Representation. By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (MAR 2009)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending

agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation

provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in

(i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all

work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

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

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

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

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its

intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (SEP 2009)

(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 (SEP 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 (DEC 2008)(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 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___(4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (MAR 2009) (Pub. L. 111-5).

___ (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (7) [Reserved].

___ (8)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

X (10) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (11)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (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.

___ (12) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (13) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (14)(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.

___ (15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

X (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

X (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

X (19) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

X (20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).

X (21) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

X (22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

X (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

X (24) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

X (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

X (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

X (27) 52.222-54, Employment Eligibility Verification (JAN 2009). (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.)

___ (28)(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.)

___ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) .

___ (30)(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.

___ (31) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (32)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (33) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (34) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (37) 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))

___ (38) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (39) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (40) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

___ (41) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (42) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (43)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

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

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

_X___ (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.).

_X___ (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 U.S.C. 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 (SEP 2008)(31 U.S.C. 5112(p)(1)).

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any

shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (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 \$550,000 (\$1,000,000 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 Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

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

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(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 (JAN 2009).

(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)

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price indefinite delivery indefinite quantity contract resulting from this solicitation.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 01 March 2010 through 28 February 2013.

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

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

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$150.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$30,000 ;

(2) Any order for a combination of items in excess of \$30,000; or

(3) A series of orders from the same ordering office within **five** 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 **ten** 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 31 August 2013.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 42 months.

(End of clause)

52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (MAY 2004)

(a) Definition. 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).

(b) General. (1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation will be made to a service-disabled veteran-owned small business concern.

(c) Agreement. A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for--

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if--

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b)

(e) Any service-disabled veteran-owned small business concern (nonmanufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of Clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

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

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

99410 WG-7 \$11.45 with 30% fringe benefits

(End of clause)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

(a) Definitions. As used in this clause--Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply that is--

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee--

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall--

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

(i) All new employees. (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that--

(1) Is for--(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

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

(End of clause)

52.237-5002 MOBILIZATION AND OTHER CONTINGENCY PLANNING AND SUPPORT

a. The attention of the Contractor is invited to the clause in the general provisions entitled "CHANGES". This clause permits the Contracting Officer to make changes within the general scope of the contract to include the definition of services, and place and time of performance.

b. Among the circumstances in which the provisions of this clause may be invoked are general or limited mobilization, requirements or any quick response support requirements which impact on contract performance. Should any of these eventualities occur, the Contractor shall take whatever measures are needed to meet the demands. The start and completion times of these actions shall be determined by the Contracting Officer.

c. To ensure that government operations which depend upon the services provided hereunder can proceed with no or only minimal disruption, the contractor shall, during the life of this contract, anticipate the possibility of these support requirements and the steps it will need to take to rapidly expand the contract capabilities to meet the exigency.

(End of Provision)

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

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

<http://www.arnet.gov/far>

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

<http://www.acq.osd.mil/dp/dars/dfars.html>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.arnet.gov/far>

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

<http://www.acq.osd.mil/dp/dars/dfars.html>

(End of clause)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (JUN 2005)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUL 2009)

(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 (JAN 2009) (Section 847 of Pub. L. 110-181).

(2) ☒ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(3) ☐ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(4) ☐ 252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).

(5) ☒ 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(6) ☐ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(7) ☐ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

- (8) ☒ 252.225-7012, Preference for Certain Domestic Commodities (DEC 2008) (10 U.S.C. 2533a).
- (9) ☐ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (10) ☐ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- (11) ☐ 252.225-7021, Trade Agreements (JUL 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (12) ☐ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (13) ☐ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (14)(i) ☐ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii) ☐ Alternate I (JUL 2009) of 252.225-7036.
- (15) ☐ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (16) ☐ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
- (17) ☐ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (18) ☐ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (19) ☒ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (20) ☐ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (21) ☒ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (22) ☐ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).
- (23)(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.
- (24) ☐ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

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

(2) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

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

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

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

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

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

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

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

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

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted

vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

(a) Contract line item(s) 0001 through 2004 are incrementally funded. For these item(s), the sum of \$0.00 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

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

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

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

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing,

and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

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

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

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

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

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

On execution of contract \$--

To Be Determined (TBD)

(End of clause)