

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>FFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 6i		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER W912P8-10-R-0075		6. SOLICITATION ISSUE DATE 25-Aug-2010	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME EDITH M BRANDON			b. TELEPHONE NUMBER (No Collect Calls) 504-862-1047		8. OFFER DUE DATE/LOCAL TIME 02:00 PM 08 Sep 2010	
9. ISSUED BY USACE, CONTRACTING DIVISION ATTN: CEMVN-CT, ROOM 172 7400 LEAKE AVE. NEW ORLEANS LA 70118-3651 TEL: FAX:		CODE W912P8	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: \$7.0 NAICS: 541820			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		12. DISCOUNT TERMS
15. DELIVER TO SEE SCHEDULE		CODE	16. ADMINISTERED BY CODE					
17a. CONTRACTOR/OFFEROR TEL.		CODE	18a. PAYMENT WILL BE MADE BY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		FACILITY CODE	<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 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. <input checked="" type="checkbox"/>				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> 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)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT PRICE	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
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)
		42c. DATE REC'D (<i>YY/MM/DD</i>)

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Base Year	1,500,000	Dollars, U.S.		

Public Affairs Support - The contractor shall furnish public affairs and community outreach services to support the work of the New Orleans District Public Affairs Office.

FFP

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	First Option Period	1,500,000	Dollars, U.S.		

OPTION

Public Affairs Support - The contractor shall furnish public affairs and community outreach services to support the work of the New Orleans District Public Affairs Office.

FFP

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Second Option Period	1,500,000	Dollars, U.S.		

OPTION

Public Affairs Support - The contractor shall furnish public affairs and community outreach services to support the work of the New Orleans District Public Affairs Office.

FFP

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Third Option Period	1,500,000	Dollars, U.S.		

OPTION

Public Affairs Support - The contractor shall furnish public affairs and community outreach services to support the work of the New Orleans District Public Affairs Office.

FFP

FOB: Destination

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Fourth Option Year	1,500,000	Dollars, U.S.		

OPTION

Public Affairs Support - The contractor shall furnish public affairs and community outreach services to support the work of the New Orleans District Public Affairs Office.

FFP

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
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-OCT-2010 TO 30-SEP-2011	N/A	N/A FOB: Destination	
0002	POP 01-OCT-2011 TO 30-SEP-2012	N/A	N/A FOB: Destination	
0003	POP 01-OCT-2012 TO 30-SEP-2013	N/A	N/A FOB: Destination	
0004	POP 01-OCT-2013 TO 30-SEP-2014	N/A	N/A FOB: Destination	
0005	POP 01-OCT-2014 TO 30-SEP-2015	N/A	N/A FOB: Destination	

CLAUSES INCORPORATED BY REFERENCE

52.211-16	Variation In Quantity	APR 1984
52.212-1	Instructions to Offerors--Commercial Items	JUN 2008
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JUL 2010
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-41	Service Contract Act Of 1965	NOV 2007
52.222-42	Statement Of Equivalent Rates For Federal Hires	MAY 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	SEP 2009
52.222-54	Employment Eligibility Verification	FEB 2009
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-3	Protest After Award	AUG 1996
52.237-1	Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
252.225-7001	Buy American Act And Balance Of Payments Program	JAN 2009
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.247-7023	Transportation of Supplies by Sea	MAY 2002

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:

A. Technical Acceptability B. Price

Once offerors are determined to be technically acceptable, the Government will select the lowest priced offer.

(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)

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (AUG 2009) ALTERNATE I (APR 2002)

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 (b) through (i) of this provision.

(a) Definitions. As used in this provision:

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

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Inverted domestic corporation 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 small business concern" means a small business concern--

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

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

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

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

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

___ Black American.

___ Hispanic American.

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

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

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

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

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

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

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

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

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

(g)

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

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

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

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

Line Item No.

[List as necessary]

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

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.:

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) 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). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

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

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

- (3) () Are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
- (4) [ballot] Have, [ballot] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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

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

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

(ii) Examples.

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

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

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

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

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). (The Contracting Officer must list in paragraph (1)(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.

(1) 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)

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52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (JUN 2010)

(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; 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)

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52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUL 2010)

(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.)

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

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

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

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

___ (6) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (7) 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).

- ___ (8) [Reserved].
- ___ (9)(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.
- ___ (10)(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.
- ___ (11) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- ___ (12)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2010) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (OCT 2001) of 52.219-9.
- ___ (iii) Alternate II (OCT 2001) of 52.219-9.
- ___ (iv) Alternate III (JUL 2010) of 52.219-9.
- ___ (13) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ___ (14) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (15)(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.
- ___ (16) 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).
- ___ (17) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (18) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

(19) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

(20) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

(21) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

(22) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

(23) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(24) 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).

(25) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(26) 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).

(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)).

(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 (FEB 2010) (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.)

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

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

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

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

____ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 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 (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (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) Reserved.

(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)

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 Oct 2010** through **30 Sep 2015**.

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

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

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

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

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

(1) Any order for a single item in excess of **\$1,500,000.00**;

(2) Any order for a combination of items in excess of **\$1,500,000.00** or

(3) A series of orders from the same ordering office within **7** 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 **5** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(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 5 years.

(End of clause)

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

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

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

(2) Method of shipment or packing.

(3) Place of delivery.

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

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

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

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

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2010)

(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 (JUN 2010) (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) (i) ___ 252.225-7021, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (SEP 2008)

(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)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DEC 2009)

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

(b) Evaluation. The Government--

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

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

(c) Certifications and identification of country of origin.

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

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

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

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

(Line Item Number Country of Origin)

(Country of Origin)

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

(Line Item Number)-----

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

(End of provision)

MVN Security – Background Checks for Building or Non-Building Access

Building Access

If a contract requires the contractor's personnel to have open, unsupervised access to any building associated with the Army Corps of Engineers, the contractor shall submit the following to the Contracting Officer at least 2 weeks prior to the employee being granted access to work on the facility.

National Agency Check With Written Inquiry (NACI). All Contractor employees assigned to perform under the contract must submit and pass a favorable NACI. The Contractor and employee shall provide necessary information and complete Standard Form (SF) 85P for the purpose of initiating this check. If a written/typed version of SF 85P is provided, the Contractor is responsible for validating that all required information is included. Failure to provide all information will result in automatic rejection of the SF 85P. SF 85P's completed in electronic format must include the electronic validation. The Contractor may not assign any employee to [b1] duties under this contract until written approval has been obtained from the Chief, SSOH or his designee.

Local Agency Check.

In addition to all information and forms submitted for the NACI, the Contractor shall conduct a local agency check (by local sheriff/police) in the Parish/County where the employee resides. The local agency check shall include a check of any parish/county where the employee has resided during the past five years. The Contractor shall provide the Contracting Officer with a copy of the local agency check results. Local agency checks shall be conducted every six months for the term of employment under this contract and results provided to the Contracting Officer upon receipt.

Passes and Badges.

All Contractor employees shall obtain the required employee and vehicle passes. The Contractor shall, prior to the start of the contract, submit to the Contracting Officer an estimate of the number of personnel anticipated to be utilized at any one time on the contract. The Government will issue badges without charge. Each employee shall wear the Government issued Common Access Card (CAC) in plain view in front of the outer most layer of clothing. When an employee leaves the Contractor's service, the employee's pass and badge shall be returned immediately.

Temporary Contracts.

Contracts of a temporary nature of more than one week but less than six months requiring access to buildings require a local agency check on employees be forwarded to the Contracting Officer for review. Contractor employees on a temporary contract are required to wear company identification, which includes a recent picture of the employee, the employee's name and the contractor's name at all times while on Government property.

Short Term/Emergency Contracts. Contracts of this type are typically for a period of one day to no more than a week. The contractor is expected to carefully screen personnel requiring building access and forward a list of those employees to the Contracting Officer. Contractor employees on a short term/emergency contract are required to wear company identification, which includes a recent picture of the employee, the employee's name and the contractor's name at all times while on Government property. In addition contracts of this type may require 100% escort by Government personnel.

No Building Access .

If a contract does not require the contractor's personnel to have open, unsupervised access to any building associated with the Army Corps of Engineers, the contractor shall submit the following to the Contracting Officer at least 2 weeks prior to the employee being granted access to work on the facility.

Local Agency Check. The Contractor shall conduct a local agency check (by local sheriff/police) in the Parish/County where the employee resides. The local agency check shall include a check of any parish/county where the employee has resided during the past five years. The Contractor shall provide the Contracting Officer with a copy of the local agency check results. Local agency checks shall be conducted every six months for the term of employment under this contract and results provided to the Contracting Officer upon receipt.

Contractor personnel are required to wear Company identification, which includes a recent picture of the employee, the employees name and the company name at all times while on Government property.

[b1] Delete if this is to be used for all such contracts. This is contract specific.

PRICING SCHEDULE

BASE YEAR – SCHEDULE FOR ONSITE SUPPORT AT US ARMY CORPS OF ENGINEERS, NEW ORLEANS DISTRICT

Labor Rates are fixed hourly burdened labor rates.

<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>LOADED RATE</u>
01 Senior Public Affairs Specialist (S.T.)	HR	_____
02 Senior Public Affairs Specialist (O.T.)	HR	_____
03 Junior Public Affairs Specialist (S.T.)	HR	_____
04 Junior Public Affairs Specialist (O.T.)	HR	_____

Miscellaneous Items:

05 Mobilization/Demobilization	LS	_____
06 Per Diem	DY	_____
07 Vehicle per day	DY	_____

S.T.=STRAIGHT TIME
 HR = HOURLY RATE
 O.T.=OVERTIME RATE
 LS=LUMP SUM
 DY=DAY

NOTE: The Government will provide computers, internet, lan line telephone, copier, fax machine, and supplies for work performed on site at New Orleans District office.

The items listed above are those most likely to be ordered under this contract. Additional items of service required, but not listed herein, within the general scope of the contract, will be negotiated and included with individual task orders.

Task Orders will be issued as Firm Fixed Price Lump Sum.

**BASE YEAR – SCHEDULE FOR OFFSITE SUPPORT AT US ARMY CORPS OF
ENGINEERS, NEW ORLEANS DISTRICT**

Labor Rates are fixed hourly burdened labor rates.

<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>LOADED RATE</u>
01 Senior Public Affairs Specialist (S.T.)	HR	_____
02 Senior Public Affairs Specialist (O.T.)	HR	_____
03 Junior Public Affairs Specialist (S.T.)	HR	_____
04 Junior Public Affairs Specialist (O.T.)	HR	_____

Miscellaneous Items:

05 Mobilization/Demobilization	LS	_____
06 Per Diem	DY	_____
07 Vehicle per day	DY	_____

S.T.=STRAIGHT TIME
HR = HOURLY RATE
O.T.=OVERTIME RATE
LS=LUMP SUM
DY=DAY

NOTE: The Government will provide computers, internet, lan line telephone, copier, fax machine, and supplies for work performed on site at New Orleans District office.

The items listed above are those most likely to be ordered under this contract. Additional items of service required, but not listed herein, within the general scope of the contract, will be negotiated and included with individual task orders.

Task Orders will be issued as Firm Fixed Price Lump Sum.

**FIRST OPTION PERIOD – SCHEDULE FOR ONSITE SUPPORT AT US ARMY
CORPS OF ENGINEERS, NEW ORLEANS DISTRICT**

Labor Rates are fixed hourly burdened labor rates.

<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>LOADED RATE</u>
01 Senior Public Affairs Specialist (S.T.)	HR	_____
02 Senior Public Affairs Specialist (O.T.)	HR	_____
03 Junior Public Affairs Specialist (S.T.)	HR	_____
04 Junior Public Affairs Specialist (O.T.)	HR	_____

Miscellaneous Items:

05 Mobilization/Demobilization	LS	_____
06 Per Diem	DY	_____
07 Vehicle per day	DY	_____

S.T.=STRAIGHT TIME
 HR = HOURLY RATE
 O.T.=OVERTIME RATE
 LS=LUMP SUM
 DY=DAY

NOTE: The Government will provide computers, internet, lan line telephone, copier, fax machine, and supplies for work performed on site at New Orleans District office.

The items listed above are those most likely to be ordered under this contract. Additional items of service required, but not listed herein, within the general scope of the contract, will be negotiated and included with individual task orders.

Task Orders will be issued as Firm Fixed Price Lump Sum.

**FIRST OPTION PERIOD – SCHEDULE FOR OFFSITE SUPPORT AT US ARMY
CORPS OF ENGINEERS, NEW ORLEANS DISTRICT**

Labor Rates are fixed hourly burdened labor rates.

<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>LOADED RATE</u>
01 Senior Public Affairs Specialist (S.T.)	HR	_____
02 Senior Public Affairs Specialist (O.T.)	HR	_____
03 Junior Public Affairs Specialist (S.T.)	HR	_____
04 Junior Public Affairs Specialist (O.T.)	HR	_____

Miscellaneous Items:

05 Mobilization/Demobilization	LS	_____
06 Per Diem	DY	_____
07 Vehicle per day	DY	_____

S.T.=STRAIGHT TIME
 HR = HOURLY RATE
 O.T.=OVERTIME RATE
 LS=LUMP SUM
 DY=DAY

NOTE: The Government will provide computers, internet, lan line telephone, copier, fax machine, and supplies for work performed on site at New Orleans District office.

The items listed above are those most likely to be ordered under this contract. Additional items of service required, but not listed herein, within the general scope of the contract, will be negotiated and included with individual task orders.

Task Orders will be issued as Firm Fixed Price Lump Sum.

**SECOND OPTION PERIOD – SCHEDULE FOR ONSITE SUPPORT AT US ARMY
CORPS OF ENGINEERS, NEW ORLEANS DISTRICT**

Labor Rates are fixed hourly burdened labor rates.

<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>LOADED RATE</u>
01 Senior Public Affairs Specialist (S.T.)	HR	_____
02 Senior Public Affairs Specialist (O.T.)	HR	_____
03 Junior Public Affairs Specialist (S.T.)	HR	_____
04 Junior Public Affairs Specialist (O.T.)	HR	_____

Miscellaneous Items:

05 Mobilization/Demobilization	LS	_____
06 Per Diem	DY	_____
07 Vehicle per day	DY	_____

S.T.=STRAIGHT TIME
HR = HOURLY RATE
O.T.=OVERTIME RATE
LS=LUMP SUM
DY=DAY

NOTE: The Government will provide computers, internet, lan line telephone, copier, fax machine, and supplies for work performed on site at New Orleans District office.

The items listed above are those most likely to be ordered under this contract. Additional items of service required, but not listed herein, within the general scope of the contract, will be negotiated and included with individual task orders.

Task Orders will be issued as Firm Fixed Price Lump Sum.

**SECOND OPTION PERIOD – SCHEDULE FOR OFFSITE SUPPORT AT US ARMY
CORPS OF ENGINEERS, NEW ORLEANS DISTRICT**

Labor Rates are fixed hourly burdened labor rates.

<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>LOADED RATE</u>
01 Senior Public Affairs Specialist (S.T.)	HR	_____
02 Senior Public Affairs Specialist (O.T.)	HR	_____
03 Junior Public Affairs Specialist (S.T.)	HR	_____
04 Junior Public Affairs Specialist (O.T.)	HR	_____

Miscellaneous Items:

05 Mobilization/Demobilization	LS	_____
06 Per Diem	DY	_____
07 Vehicle per day	DY	_____

S.T.=STRAIGHT TIME
 HR = HOURLY RATE
 O.T.=OVERTIME RATE
 LS=LUMP SUM
 DY=DAY

NOTE: The Government will provide computers, internet, lan line telephone, copier, fax machine, and supplies for work performed on site at New Orleans District office.

The items listed above are those most likely to be ordered under this contract. Additional items of service required, but not listed herein, within the general scope of the contract, will be negotiated and included with individual task orders.

Task Orders will be issued as Firm Fixed Price Lump Sum.

**THIRD OPTION PERIOD – SCHEDULE FOR ONSITE SUPPORT AT US ARMY
CORPS OF ENGINEERS, NEW ORLEANS DISTRICT**

Labor Rates are fixed hourly burdened labor rates.

<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>LOADED RATE</u>
01 Senior Public Affairs Specialist (S.T.)	HR	_____
02 Senior Public Affairs Specialist (O.T.)	HR	_____
03 Junior Public Affairs Specialist (S.T.)	HR	_____
04 Junior Public Affairs Specialist (O.T.)	HR	_____

Miscellaneous Items:

05 Mobilization/Demobilization	LS	_____
06 Per Diem	DY	_____
07 Vehicle per day	DY	_____

S.T.=STRAIGHT TIME
HR = HOURLY RATE
O.T.=OVERTIME RATE
LS=LUMP SUM
DY=DAY

NOTE: The Government will provide computers, internet, lan line telephone, copier, fax machine, and supplies for work performed on site at New Orleans District office.

The items listed above are those most likely to be ordered under this contract. Additional items of service required, but not listed herein, within the general scope of the contract, will be negotiated and included with individual task orders.

Task Orders will be issued as Firm Fixed Price Lump Sum.

**THIRD OPTION PERIOD – SCHEDULE FOR OFFSITE SUPPORT AT US ARMY
CORPS OF ENGINEERS, NEW ORLEANS DISTRICT**

Labor Rates are fixed hourly burdened labor rates.

<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>LOADED RATE</u>
01 Senior Public Affairs Specialist (S.T.)	HR	_____
02 Senior Public Affairs Specialist (O.T.)	HR	_____
03 Junior Public Affairs Specialist (S.T.)	HR	_____
04 Junior Public Affairs Specialist (O.T.)	HR	_____

Miscellaneous Items:

05 Mobilization/Demobilization	LS	_____
06 Per Diem	DY	_____
07 Vehicle per day	DY	_____

S.T.=STRAIGHT TIME
HR = HOURLY RATE
O.T.=OVERTIME RATE
LS=LUMP SUM
DY=DAY

NOTE: The Government will provide computers, internet, lan line telephone, copier, fax machine, and supplies for work performed on site at New Orleans District office.

The items listed above are those most likely to be ordered under this contract. Additional items of service required, but not listed herein, within the general scope of the contract, will be negotiated and included with individual task orders.

Task Orders will be issued as Firm Fixed Price Lump Sum.

**FOURTH OPTION PERIOD – SCHEDULE FOR ONSITE SUPPORT AT US ARMY
CORPS OF ENGINEERS, NEW ORLEANS DISTRICT**

Labor Rates are fixed hourly burdened labor rates.

<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>LOADED RATE</u>
01 Senior Public Affairs Specialist (S.T.)	HR	_____
02 Senior Public Affairs Specialist (O.T.)	HR	_____
03 Junior Public Affairs Specialist (S.T.)	HR	_____
04 Junior Public Affairs Specialist (O.T.)	HR	_____

Miscellaneous Items:

05 Mobilization/Demobilization	LS	_____
06 Per Diem	DY	_____
07 Vehicle per day	DY	_____

S.T.=STRAIGHT TIME

HR = HOURLY RATE

O.T.=OVERTIME RATE

LS=LUMP SUM

DY=DAY

NOTE: The Government will provide computers, internet, lan line telephone, copier, fax machine, and supplies for work performed on site at New Orleans District office.

The items listed above are those most likely to be ordered under this contract. Additional items of service required, but not listed herein, within the general scope of the contract, will be negotiated and included with individual task orders.

Task Orders will be issued as Firm Fixed Price Lump Sum.

**FOURTH OPTION PERIOD – SCHEDULE FOR OFFSITE SUPPORT AT US ARMY
CORPS OF ENGINEERS, NEW ORLEANS DISTRICT**

Labor Rates are fixed hourly burdened labor rates.

<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>LOADED RATE</u>
01 Senior Public Affairs Specialist (S.T.)	HR	_____
02 Senior Public Affairs Specialist (O.T.)	HR	_____
03 Junior Public Affairs Specialist (S.T.)	HR	_____
04 Junior Public Affairs Specialist (O.T.)	HR	_____

Miscellaneous Items:

05 Mobilization/Demobilization	LS	_____
06 Per Diem	DY	_____
07 Vehicle per day	DY	_____

S.T.=STRAIGHT TIME
HR = HOURLY RATE
O.T.=OVERTIME RATE
LS=LUMP SUM
DY=DAY

NOTE: The Government will provide computers, internet, lan line telephone, copier, fax machine, and supplies for work performed on site at New Orleans District office.

The items listed above are those most likely to be ordered under this contract. Additional items of service required, but not listed herein, within the general scope of the contract, will be negotiated and included with individual task orders.

Task Orders will be issued as Firm Fixed Price Lump Sum.

PERFORMANCE WORK STATEMENT

Performance Work Statement Public Affairs and Community Outreach Support

Public Affairs Office
U.S. Army Corps of Engineers
New Orleans District
New Orleans, Louisiana

1. DESCRIPTION OF SERVICES: This performance work statement is for public affairs and community outreach services to support the work of the New Orleans District Public Affairs Office (MVN PAO). The MVN PAO supports all the work of the New Orleans District as well as the work of the Mississippi Valley Division's Task Force Hope and the Hurricane Protection Office. These offices are working to reduce the hurricane and flood risk to Southeastern Louisiana as well as active engagement in restoring the state's coastal region.

The successful offeror will provide all necessary and qualified personnel, and services to perform all requested actions. Qualified personnel are described as follows: Senior level – four or more years of experience and Junior level – zero to four years experience. The successful offeror will follow good business and management practices in performing these services, such that the government receives the greatest value for the services provided.

The successful offeror will provide eight personnel at the beginning of the contract and have the ability to increase that number to ten personnel if workload dictates. The contract employee can expect an average of forty five (45) hours per week.

2. TYPES OF SERVICES: The Public Affairs Office may order a wide variety of communications, public affairs, public involvement, community relations, and media relations services under this performance work statement in support of MVN/HPO/TFH activities throughout the Gulf Coast region. This includes, but is not limited to, activities associated with the following programs: HSDRRS, LACPR, LCA, CWpra, HPS, NEPA, navigation, MVN construction efforts, hiring actions, and other activities which require the creation of informational materials, media facilitation or communication strategy.

(Note: Only government personnel may serve as official spokespersons for the government. Contractor staff may only provide background information to the news media and may not appear in television, radio or print.

Potential tasks and services will include, but are not limited to:

- A. Community and Public Involvement.
 - a. Public meeting support
 - i. Provide recommendations on meeting strategy.
 - ii. Support pre-meeting workshops and focus group sessions.
 - iii. Secure meeting locations (to include rental payments if necessary).
 - iv. Develop fact sheets, storyboards, and other information for the attendees.
 - v. Draft meeting announcements: news releases, display ads, fliers, and public notices, when required (to include payment for public notices when necessary).
 - vi. Set up equipment and displays needed for meetings.
 - vii. Conduct or facilitate public meetings as requested by MVN PAO.
 - viii. Capture and report public meeting comments.
 - b. Community educational forums
 - i. Identify educational, civic, service, neighborhood, and other groups with which MVN can conduct forums on work to reduce the hurricane and flood damage risk.
 - ii. Arrange meetings with these groups.
 - iii. Coordinate with the appropriate MVN staff.
 - iv. Prepare the necessary presentation materials.
 - c. Community relations
 - i. Maintain contact with key community groups identified by MVN PAO.

- ii. Ensure that these groups receive up-to-date information on MVN programs and projects.
 - iii. Design backdrops and handouts for stand-up displays.
 - iv. Staff display/info booths to assist PAOs in giving info to members of the public.”
 - v. Provide tour guide services to school, community, and service organization groups.
- B. News media support
 - a. Draft news releases.
 - b. Arrange news briefings.
 - c. Provide news media with background information.
 - d. Provide site visits to news media.
 - e. Maintain contact with reporters.
 - f. Schedule interviews and staff subject matter expert during interview.
- C. Strategic planning
 - a. Assist the MVN PAO with the development of strategic communication plans for various programs and projects.
 - b. Provide support in carrying out these strategic plans.
 - c. Assist PAO with understanding the needs, issues, and concerns of community organizations.
- D. Ceremonies and special events
 - a. Identify opportunities for ceremonies and events related to program, project, public and other activities related to MVN activities.
 - b. Draft plans to conduct the ceremony or event.
 - c. Support PAO with the execution of the ceremony or event.
- E. Support web site development and maintenance.
- F. Draft speeches and PowerPoint briefing on a variety of MVN missions for senior leaders and project managers.
- G. Support information requests and visits of elected and agency officials.
- H. Conduct site visits
 - a. Conduct visits to project sites for political, agency, community, and other visitors.
 - b. Coordinate all visits with the MVN PAO and the project manager.
- I. General public affairs and outreach activities.
 - a. Create written and graphical material.
 - b. Develop information materials and reports.
 - c. Prepare fact sheets.
 - d. Draft talking points, key messages, and Qs & As.
 - e. Draft news articles and feature stories for trade and professional publications.
 - f. Draft newsletters on general and specific issues.
 - g. Draft brochures on general and specific issues.
 - h. Develop and create draft public education material.
 - i. Provide background information to visitors.
 - j. Produce video programs.
 - k. Create and maintain project mailing lists and databases of stakeholders.
 - l. Create and design displays for use in public and internal venues.

The Government may perform any or all of these services in-house, may solicit and award other contracts for work which it could have ordered under this contract, or may use other existing contracts.

3. LOCATION OF SERVICES: Requests may require performance of services anywhere within MVN boundaries up to and including, on occasion, Vicksburg, Miss.

4. MOBILIZATION: The Contractor shall furnish on site in New Orleans up to 10 personnel within 7 calendar days of the award of the task order.

5. ISSUANCE OF TASK ORDER: To order services under this contract, the Contracting Officer, U. S. Army Engineer District, New Orleans, shall issue task orders.

6. PERIOD OF PERFORMANCE: The Basic Period will be from the date of award for one year or until the Basic Period Ceiling of \$1,500,000.00 is reached, whichever comes first. The contract contains provisions for base year and four option periods, which will be exercised separately and in accordance with Contract Clause No. 52.217-9, Option to Extend the Term of the Contract. Should all options be exercised, the total contract period will be five years.

7. FEDERAL HOLIDAYS.

No overtime or work on a Federal legal holiday will be allowed unless authorized or directed by the Contracting Officer or Technical Point of Contact .

The following Federal legal holidays are observed by the New Orleans District:

New Years Day	1 January
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Mardi Gras Day	Varies
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	2nd Monday in October
Veterans Day	11 November
Thanksgiving Day	4th Thursday in November
Christmas Day	25 December

8. GOVERNMENT PROPERTY: All materials gathered and/or developed in the performance of the ordered services will be the property of the government, including all electronic and hard copy work products. At the government's request, the above materials and work products will be furnished to the government at no additional cost.

9. SECURITY REQUIREMENTS: Contractor employees shall have access to Government Automated Information Systems (AIS), to include stand-alone computers, network computers/systems, email, and other systems as needed.

Foreign Nationals/Non-U.S. Citizens shall not be permitted to work or perform any services under this contract.

10. USE OF GOVERNMENT VEHICLES: Contractor may be allowed to travel as a passenger in a Government vehicle after signing a contractor's release form. Contract employees will be required to sign a Contractor Release Form, attached, releasing the Government of liability while riding in a Government vehicle.

11. RELEASE OF NEWS INFORMATION: No news release (including photographs, films, public announcements or denial of confirmation of same) on any part of the subject matter of this contract or any phase of any program hereunder shall be made by the Contractor without the prior written approval of the Public Affairs Officer.

12. REQUIRED INSURANCE: The contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance in accordance with the Contract Clause entitled "Insurance-Work on a Government Installation."

Workmen's Compensation and Employers' Liability Insurance:

Workmen's Compensation and Occupational Disease Coverage in accordance with statutory limits. Employers' Liability Coverage with a minimum limit of \$100,000. (The contractor shall verify with the State Board of Workers Compensation for each state in which performance is required in connection with this contract, to determine his or her own applicability with respect to this provision.)

Comprehensive Automobile Liability Insurance:

Bodily injury coverage with minimum limits of \$200,000 per person and \$500,000 per occurrence. Property Damage Coverage with a minimum limit of \$20,000 per occurrence.

Comprehensive General Liability Insurance:

Bodily injury coverage with minimum of \$500,000 per occurrence.

At all times during performance, the Contractor shall maintain with the Contracting Officer a current Certificate of Insurance showing at least the insurance required above, and providing thirty (30) days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage. Current Certificate of Insurance shall be furnished to the Contracting Officer within five (5) days after award of contract.

13. SAFETY REQUIREMENTS: All contractors must comply with the Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1 in effect on date of solicitation. The prime contractor is solely responsible to assure the safety of contract personnel in all contract activities that they and their subcontractors perform. The contractor shall also provide and take necessary measures to protect the public and Corps personnel during their activities. Actions may include but are not limited to providing flagman, ground guides, fencing, security guards, traffic control, removal of unsafe equipment and removal of unsafe workers.

The contractor shall have a comprehensive Safety and Occupational Health (SOH) program. The contractor shall provide on site staff to provide for a safe work environment and strive to execute this contract without a lost time accident or injury.

The contractor's final Accident Prevention plan including Activity Hazard analyses shall be submitted within five (5) days after award.

14. CONFLICT OF INTEREST: By entering into this contract, the contractor agrees to not disseminate or disclose any information developed under this contract to any source without the expressed written permission of the Contracting Officer. Additionally, the contractor shall obtain agreements from their employees to refrain from utilizing or disseminating any information developed under this contract to sources outside thereof without the expressed written permission of the Contracting Officer. The provisions of this clause shall be included in all subcontracts and tiers of subcontracts that are exposed to information developed under the terms of this contract.

15. PERFORMANCE QUALITY ASSURANCE PLAN: Contractor's performance will be evaluated with specific criteria as specified within each task order.

16. MINIMUM GUARANTEE: The Government guarantees that it will order a minimum of \$20,000.00 in services during the base period of the contract. If exercised, the Government will order a minimum of \$10,000.00 in services during each contract option period exercised.

17. INVOICES: All invoices for payment shall be mailed as follows:

The original shall be mailed to:

U.S. Army Engineer District, New Orleans
ATTN: CEMVN-PA
P.O. Box 60267
New Orleans, LA 70160-0267

Physical address is:

U.S. Army Engineer District, New Orleans
ATTN: CEMVN- PA
7400 Leake Ave.
New Orleans, LA 70118

One copy shall be mailed to:

USAED Finance Center
5722 Integrity Drive
Millington, TN 38054-5005

O'Dwyer's
odwyerpr.com

WAGE DETERMINATION

WD 05-2233 (Rev.-13) was first posted on www.wdol.gov on 07/06/2010

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

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

Shirley F. Ebbesen Division of
Director Wage Determinations

Wage Determination No.: 2005-2233
Revision No.: 13
Date Of Revision: 06/28/2010

State: Louisiana

Area: Louisiana Parishes of Jefferson, Lafourche, Orleans, Plaquemines, Saint John The Baptist, St Bernard, St Charles, St Tammany, Terrebonne, Washington

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE
RATE

FOOTNOTE

- 01000 - Administrative Support And Clerical Occupations
- 01011 - Accounting Clerk I
14.15
- 01012 - Accounting Clerk II
15.88
- 01013 - Accounting Clerk III
17.77
- 01020 - Administrative Assistant
23.95
- 01040 - Court Reporter
19.08
- 01051 - Data Entry Operator I
11.04
- 01052 - Data Entry Operator II
12.64
- 01060 - Dispatcher, Motor Vehicle
18.12
- 01070 - Document Preparation Clerk
13.09
- 01090 - Duplicating Machine Operator
13.09
- 01111 - General Clerk I
11.35
- 01112 - General Clerk II
12.39
- 01113 - General Clerk III
14.07
- 01120 - Housing Referral Assistant
21.88
- 01141 - Messenger Courier
12.11

01191 - Order Clerk I
11.04
01192 - Order Clerk II
12.99
01261 - Personnel Assistant (Employment) I
14.11
01262 - Personnel Assistant (Employment) II
18.12
01263 - Personnel Assistant (Employment) III
19.97
01270 - Production Control Clerk
20.40
01280 - Receptionist
10.88
01290 - Rental Clerk
14.11
01300 - Scheduler, Maintenance
17.56
01311 - Secretary I
17.56
01312 - Secretary II
19.49
01313 - Secretary III
21.88
01320 - Service Order Dispatcher
16.02
01410 - Supply Technician
23.95
01420 - Survey Worker
15.82
01531 - Travel Clerk I
12.61
01532 - Travel Clerk II
13.44
01533 - Travel Clerk III
14.18
01611 - Word Processor I
13.92
01612 - Word Processor II
15.62
01613 - Word Processor III
17.47
05000 - Automotive Service Occupations
05005 - Automobile Body Repairer, Fiberglass
19.97
05010 - Automotive Electrician
18.40
05040 - Automotive Glass Installer
17.20
05070 - Automotive Worker
17.20
05110 - Mobile Equipment Servicer
14.80
05130 - Motor Equipment Metal Mechanic
19.45
05160 - Motor Equipment Metal Worker
17.20
05190 - Motor Vehicle Mechanic
19.45

05220 - Motor Vehicle Mechanic Helper
13.61
05250 - Motor Vehicle Upholstery Worker
16.02
05280 - Motor Vehicle Wrecker
17.20
05310 - Painter, Automotive
18.40
05340 - Radiator Repair Specialist
17.20
05370 - Tire Repairer
11.51
05400 - Transmission Repair Specialist
19.45
07000 - Food Preparation And Service Occupations
07010 - Baker
11.75
07041 - Cook I
9.98
07042 - Cook II
11.75
07070 - Dishwasher
7.60
07130 - Food Service Worker
7.99
07210 - Meat Cutter
11.54
07260 - Waiter/Waitress
8.36
09000 - Furniture Maintenance And Repair Occupations
09010 - Electrostatic Spray Painter
16.29
09040 - Furniture Handler
11.88
09080 - Furniture Refinisher
16.29
09090 - Furniture Refinisher Helper
12.05
09110 - Furniture Repairer, Minor
14.18
09130 - Upholsterer
16.29
11000 - General Services And Support Occupations
11030 - Cleaner, Vehicles
10.05
11060 - Elevator Operator
9.53
11090 - Gardener
12.27
11122 - Housekeeping Aide
9.63
11150 - Janitor
9.53
11210 - Laborer, Grounds Maintenance
10.59
11240 - Maid or Houseman
9.14
11260 - Pruner
9.35

11270 - Tractor Operator
11.81
11330 - Trail Maintenance Worker
10.59
11360 - Window Cleaner
10.85
12000 - Health Occupations
12010 - Ambulance Driver
15.93
12011 - Breath Alcohol Technician
17.74
12012 - Certified Occupational Therapist Assistant
22.37
12015 - Certified Physical Therapist Assistant
22.37
12020 - Dental Assistant
13.94
12025 - Dental Hygienist
29.85
12030 - EKG Technician
22.64
12035 - Electroneurodiagnostic Technologist
22.64
12040 - Emergency Medical Technician
15.38
12071 - Licensed Practical Nurse I
15.86
12072 - Licensed Practical Nurse II
17.74
12073 - Licensed Practical Nurse III
19.79
12100 - Medical Assistant
12.13
12130 - Medical Laboratory Technician
17.46
12160 - Medical Record Clerk
14.61
12190 - Medical Record Technician
17.74
12195 - Medical Transcriptionist
14.62
12210 - Nuclear Medicine Technologist
31.65
12221 - Nursing Assistant I
10.67
12222 - Nursing Assistant II
12.00
12223 - Nursing Assistant III
13.09
12224 - Nursing Assistant IV
14.69
12235 - Optical Dispenser
15.67
12236 - Optical Technician
12.46
12250 - Pharmacy Technician
15.02
12280 - Phlebotomist
14.69

12305 - Radiologic Technologist
23.50
12311 - Registered Nurse I
26.17
12312 - Registered Nurse II
33.59
12313 - Registered Nurse II, Specialist
33.59
12314 - Registered Nurse III
40.65
12315 - Registered Nurse III, Anesthetist
40.65
12316 - Registered Nurse IV
48.72
12317 - Scheduler (Drug and Alcohol Testing)
19.86
13000 - Information And Arts Occupations
13011 - Exhibits Specialist I
18.40
13012 - Exhibits Specialist II
22.61
13013 - Exhibits Specialist III
27.58
13041 - Illustrator I
18.40
13042 - Illustrator II
22.61
13043 - Illustrator III
27.58
13047 - Librarian
24.17
13050 - Library Aide/Clerk
13.00
13054 - Library Information Technology Systems
21.83
Administrator
13058 - Library Technician
14.21
13061 - Media Specialist I
15.75
13062 - Media Specialist II
17.62
13063 - Media Specialist III
19.65
13071 - Photographer I
14.95
13072 - Photographer II
17.10
13073 - Photographer III
21.18
13074 - Photographer IV
25.92
13075 - Photographer V
31.36
13110 - Video Teleconference Technician
19.17
14000 - Information Technology Occupations
14041 - Computer Operator I
15.55

14042 - Computer Operator II
 17.39
 14043 - Computer Operator III
 19.40
 14044 - Computer Operator IV
 21.56
 14045 - Computer Operator V
 23.86
 14071 - Computer Programmer I (see 1)
 21.79
 14072 - Computer Programmer II (see 1)
 25.53
 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
 15.55
 14160 - Personal Computer Support Technician
 21.56
 15000 - Instructional Occupations
 15010 - Aircrew Training Devices Instructor (Non-Rated)
 28.11
 15020 - Aircrew Training Devices Instructor (Rated)
 35.65
 15030 - Air Crew Training Devices Instructor (Pilot)
 40.77
 15050 - Computer Based Training Specialist / Instructor
 28.12
 15060 - Educational Technologist
 23.29
 15070 - Flight Instructor (Pilot)
 40.77
 15080 - Graphic Artist
 21.54
 15090 - Technical Instructor
 19.91
 15095 - Technical Instructor/Course Developer
 24.35
 15110 - Test Proctor
 16.06
 15120 - Tutor
 16.06
 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations
 16010 - Assembler
 9.44
 16030 - Counter Attendant
 9.44
 16040 - Dry Cleaner
 11.80
 16070 - Finisher, Flatwork, Machine
 9.44
 16090 - Presser, Hand
 9.44
 16110 - Presser, Machine, Drycleaning
 9.44
 16130 - Presser, Machine, Shirts
 9.44

16160 - Presser, Machine, Wearing Apparel, Laundry
9.44
16190 - Sewing Machine Operator
12.59
16220 - Tailor
13.38
16250 - Washer, Machine
10.22
19000 - Machine Tool Operation And Repair Occupations
19010 - Machine-Tool Operator (Tool Room)
19.00
19040 - Tool And Die Maker
24.08
21000 - Materials Handling And Packing Occupations
21020 - Forklift Operator
14.43
21030 - Material Coordinator
20.91
21040 - Material Expediter
20.91
21050 - Material Handling Laborer
14.29
21071 - Order Filler
10.73
21080 - Production Line Worker (Food Processing)
14.43
21110 - Shipping Packer
13.65
21130 - Shipping/Receiving Clerk
13.65
21140 - Store Worker I
8.95
21150 - Stock Clerk
13.25
21210 - Tools And Parts Attendant
14.43
21410 - Warehouse Specialist
14.43
23000 - Mechanics And Maintenance And Repair Occupations
23010 - Aerospace Structural Welder
24.24
23021 - Aircraft Mechanic I
22.76
23022 - Aircraft Mechanic II
24.24
23023 - Aircraft Mechanic III
25.73
23040 - Aircraft Mechanic Helper
15.92
23050 - Aircraft, Painter
17.67
23060 - Aircraft Servicer
18.73
23080 - Aircraft Worker
20.14
23110 - Appliance Mechanic
18.79
23120 - Bicycle Repairer
11.51

23125 - Cable Splicer
23.23
23130 - Carpenter, Maintenance
18.92
23140 - Carpet Layer
16.47
23160 - Electrician, Maintenance
21.71
23181 - Electronics Technician Maintenance I
23.31
23182 - Electronics Technician Maintenance II
25.07
23183 - Electronics Technician Maintenance III
26.85
23260 - Fabric Worker
15.22
23290 - Fire Alarm System Mechanic
18.17
23310 - Fire Extinguisher Repairer
14.85
23311 - Fuel Distribution System Mechanic
21.87
23312 - Fuel Distribution System Operator
16.13
23370 - General Maintenance Worker
16.43
23380 - Ground Support Equipment Mechanic
22.76
23381 - Ground Support Equipment Servicer
18.73
23382 - Ground Support Equipment Worker
20.14
23391 - Gunsmith I
14.85
23392 - Gunsmith II
17.48
23393 - Gunsmith III
20.14
23410 - Heating, Ventilation And Air-Conditioning
20.14
Mechanic
23411 - Heating, Ventilation And Air Contditioning
21.45
Mechanic (Research Facility)
23430 - Heavy Equipment Mechanic
18.40
23440 - Heavy Equipment Operator
18.24
23460 - Instrument Mechanic
22.06
23465 - Laboratory/Shelter Mechanic
18.80
23470 - Laborer
10.79
23510 - Locksmith
19.01
23530 - Machinery Maintenance Mechanic
21.02
23550 - Machinist, Maintenance
20.88

23580 - Maintenance Trades Helper
13.26
23591 - Metrology Technician I
22.06
23592 - Metrology Technician II
23.50
23593 - Metrology Technician III
24.94
23640 - Millwright
23.61
23710 - Office Appliance Repairer
17.58
23760 - Painter, Maintenance
18.14
23790 - Pipefitter, Maintenance
20.38
23810 - Plumber, Maintenance
19.28
23820 - Pneudraulic Systems Mechanic
20.14
23850 - Rigger
18.57
23870 - Scale Mechanic
17.48
23890 - Sheet-Metal Worker, Maintenance
18.57
23910 - Small Engine Mechanic
16.73
23931 - Telecommunications Mechanic I
21.10
23932 - Telecommunications Mechanic II
22.47
23950 - Telephone Lineman
21.06
23960 - Welder, Combination, Maintenance
19.18
23965 - Well Driller
20.14
23970 - Woodcraft Worker
20.14
23980 - Woodworker
15.39
24000 - Personal Needs Occupations
24570 - Child Care Attendant
9.58
24580 - Child Care Center Clerk
12.73
24610 - Chore Aide
8.02
24620 - Family Readiness And Support Services
13.04
Coordinator
24630 - Homemaker
14.78
25000 - Plant And System Operations Occupations
25010 - Boiler Tender
18.73
25040 - Sewage Plant Operator
16.43

25070 - Stationary Engineer
18.73
25190 - Ventilation Equipment Tender
13.02
25210 - Water Treatment Plant Operator
16.43
27000 - Protective Service Occupations
27004 - Alarm Monitor
14.58
27007 - Baggage Inspector
10.51
27008 - Corrections Officer
14.48
27010 - Court Security Officer
14.99
27030 - Detection Dog Handler
13.71
27040 - Detention Officer
13.16
27070 - Firefighter
14.08
27101 - Guard I
10.51
27102 - Guard II
13.71
27131 - Police Officer I
18.29
27132 - Police Officer II
20.32
28000 - Recreation Occupations
28041 - Carnival Equipment Operator
11.31
28042 - Carnival Equipment Repairer
12.31
28043 - Carnival Equipment Worker
8.32
28210 - Gate Attendant/Gate Tender
13.10
28310 - Lifeguard
12.10
28350 - Park Attendant (Aide)
14.66
28510 - Recreation Aide/Health Facility Attendant
10.70
28515 - Recreation Specialist
14.76
28630 - Sports Official
11.68
28690 - Swimming Pool Operator
15.41
29000 - Stevedoring/Longshoremen Occupational Services
29010 - Blocker And Bracer
18.16
29020 - Hatch Tender
18.68
29030 - Line Handler
18.68
29041 - Stevedore I
16.80

29042 - Stevedore II
19.53
30000 - Technical Occupations
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)
35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)
24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)
27.16
30021 - Archeological Technician I
17.95
30022 - Archeological Technician II
20.02
30023 - Archeological Technician III
27.09
30030 - Cartographic Technician
27.22
30040 - Civil Engineering Technician
24.02
30061 - Drafter/CAD Operator I
19.63
30062 - Drafter/CAD Operator II
21.96
30063 - Drafter/CAD Operator III
24.49
30064 - Drafter/CAD Operator IV
30.13
30081 - Engineering Technician I
16.09
30082 - Engineering Technician II
18.05
30083 - Engineering Technician III
20.19
30084 - Engineering Technician IV
25.02
30085 - Engineering Technician V
30.61
30086 - Engineering Technician VI
37.03
30090 - Environmental Technician
22.92
30210 - Laboratory Technician
23.99
30240 - Mathematical Technician
27.22
30361 - Paralegal/Legal Assistant I
20.64
30362 - Paralegal/Legal Assistant II
26.00
30363 - Paralegal/Legal Assistant III
31.81
30364 - Paralegal/Legal Assistant IV
38.48
30390 - Photo-Optics Technician
27.22
30461 - Technical Writer I
22.62
30462 - Technical Writer II
27.67

30463 - Technical Writer III
35.20
30491 - Unexploded Ordnance (UXO) Technician I
22.74
30492 - Unexploded Ordnance (UXO) Technician II
27.51
30493 - Unexploded Ordnance (UXO) Technician III
32.97
30494 - Unexploded (UXO) Safety Escort
22.74
30495 - Unexploded (UXO) Sweep Personnel
22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)
23.71
Surface Programs
30621 - Weather Observer, Senior (see 2)
26.36
31000 - Transportation/Mobile Equipment Operation Occupations
31020 - Bus Aide
9.90
31030 - Bus Driver
14.93
31043 - Driver Courier
13.44
31260 - Parking and Lot Attendant
8.01
31290 - Shuttle Bus Driver
14.76
31310 - Taxi Driver
10.84
31361 - Truckdriver, Light
14.76
31362 - Truckdriver, Medium
16.07
31363 - Truckdriver, Heavy
17.37
31364 - Truckdriver, Tractor-Trailer
17.37
99000 - Miscellaneous Occupations
99030 - Cashier
8.53
99050 - Desk Clerk
10.59
99095 - Embalmer
19.51
99251 - Laboratory Animal Caretaker I
10.19
99252 - Laboratory Animal Caretaker II
11.20
99310 - Mortician
27.18
99410 - Pest Controller
14.18
99510 - Photofinishing Worker
12.47
99710 - Recycling Laborer
13.96
99711 - Recycling Specialist
17.79

99730 - Refuse Collector
 12.61
 99810 - Sales Clerk
 11.60
 99820 - School Crossing Guard
 9.76
 99830 - Survey Party Chief
 22.37
 99831 - Surveying Aide
 16.53
 99832 - Surveying Technician
 20.33
 99840 - Vending Machine Attendant
 12.18
 99841 - Vending Machine Repairer
 16.52
 99842 - Vending Machine Repairer Helper
 12.18

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.50 per hour or \$140.00 per week or \$606.67 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (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) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

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.

CONTRACTOR RELEASE FORM

CONTRACTOR RELEASE FORM

The undersigned Contractor Employee desires to voluntarily ride in a Government vehicle with Government personnel, for the purpose of reaching a site to conduct official business in furtherance of the Government contract. The undersigned Contractor, appearing through and represented by its undersigned authorized agent, desires for, and hereby approves, its Contractor Employee to ride in a Government vehicle with Government personnel, for the purpose of reaching a site to conduct official business in furtherance of the Government contract. As consideration for the permission to ride as a passenger in the Government vehicle, the undersigned Contractor Employee and Contractor does hereby release the U.S. Army Corps of Engineers, the United States of America, its officers, agents, employees, and assignees, from any and all liabilities of any kind, including but not limited to physical or mental injury, death, loss of income, medical or other expenses, and any and all other pecuniary expenses or losses arising from or relating to the Contractor Employee status as a passenger in a Government vehicle.

The undersigned Contractor Employee and Contractor's Agent acknowledge and affirm that have carefully read this release, and has asked and obtained a satisfactory explanation of any part that they do not understand.

PRINTED NAME OF CONTRACTOR EMPLOYEE

SIGNATURE OF CONTRACTOR EMPLOYEE

DATE

PRINTED NAME OF CONTRACTOR

BY: _____

PRINTED NAME AND TITLE OF THE CONTRACTOR'S AGENT

BY: _____

SIGNATURE OF THE CONTRACTOR'S AGENT:

DATE

EMERGENCY CONTACT: _____

PHONE: _____

TECH ACCEPTABLE CRITERIA**TECHNICALLY ACCEPTABLE CRITERIA**

Offerors shall submit documentation regarding Past Performance and Past Experience, Capacity and Capability, and Personnel Qualifications. Once offerors are determined to be technically acceptable, the Government will select the lowest priced offer.

The Criteria are defined as follows:

1. Past Performance and Past Experience

Identify past contracts (within the past three years) or current contracts for efforts similar to this requirement. The following items must be specifically addressed to be considered technically acceptable for this factor:

- a. Identify experience producing support materials in a crisis environment, including using limited resources and under tight deadlines.
- b. Identify on-the-ground experience leveraging new and long-term media relationships to assist the Corps in delivering its messages in the post-Katrina environment.
- c. Demonstrate a working knowledge of technical engineering and construction items such as I-walls, T-walls, armoring, outfall canals, gates and pumps and urban flood control.
- d. Demonstrate an understanding of the natural components of hurricane protection such as coastal wetlands and barrier islands.
- e. Demonstrate a working knowledge of governmental structure and procedures, including those procedures relate to the funding and approval of projects.
- f. Demonstrate knowledge of New Orleans area Hurricane Storm Damage Risk Reduction System projects, their roles, goals, impacts and progress.
- g. Demonstrate knowledge of the Corps entities tasked with providing public affairs service for the agency, as well as knowledge of the role of governmental public affairs in a crisis environment, such as post-Katrina New Orleans.

2. Capacity and Capability

Provide a proposed plan to accomplish the Performance Work Statement, which is supported through samples of products produced in these areas. The following items must be specifically addressed to be considered technically acceptable for this factor:

- a. Demonstrate a deep bench of seasoned professionals who have on-the-ground Post-Katrina experience working with New Orleans District Public Affairs, other Corps Public Affairs offices, and other government agencies.
- b. Identify the ability to put a public affairs crisis response team on the ground on short notice.

- c. Identify the ability to produce collateral materials, including of brochures, talking points, posters, video production, and animation.
- d. Identify the ability to establish and maintain strong working relationships with local and national media.
- e. Identify the ability to provide dignitaries, reporters, special interest groups and others with informational tours and on-site visits to Corps Hurricane Storm Damage Risk Reduction System projects.

3. Personnel Qualifications

Identify key personnel for both prime and subcontractors specifically identified to work on this contract. Provide a short narrative for each to include education and applicable experience on projects of similar scope and complexity and number of years in each position. As specified in the Performance Work Statement, Senior level personnel must have four or more years of experience. An offeror must identify a minimum of five (5) Senior level personnel to be considered technically acceptable for this factor.

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