

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER _____ PAGE 1 OF _____

2. CONTRACT NO. _____ 3. AWARD/EFFECTIVE DATE _____ 4. ORDER NUMBER _____ 5. SOLICITATION NUMBER _____ 6. SOLICITATION ISSUE DATE _____

7. FOR SOLICITATION INFORMATION CALL:  a. NAME _____ b. TELEPHONE NUMBER (No collect calls) _____ 8. OFFER DUE DATE/ LOCAL TIME _____

9. ISSUED BY _____ CODE _____ 10. THIS ACQUISITION IS
 UNRESTRICTED OR SET ASIDE: % FOR:
 SMALL BUSINESS EMERGING SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 NAICS: _____
 SIZE STANDARD: _____ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE 12. DISCOUNT TERMS _____ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING _____
 14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO _____ CODE _____ 16. ADMINISTERED BY _____ CODE _____

17a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____ 18a. PAYMENT WILL BE MADE BY _____ CODE _____
 TELEPHONE NO. _____

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA _____ 26. TOTAL AWARD AMOUNT (For Govt. Use Only) _____

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ 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
 29. AWARD OF CONTRACT: REF. _____ 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) _____

30b. NAME AND TITLE OF SIGNER (Type or print) _____ 30c. DATE SIGNED _____ 31b. NAME OF CONTRACTING OFFICER (Type or print) _____ 31c. DATE SIGNED _____

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

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	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
PARTIAL	FINAL			

38. S/R ACCOUNT NO.	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>)
	42d. TOTAL CONTAINERS

Section B - Supplies or services and prices

I. QUANTITIES

CLIN	Volume Band	Description	Quantity	Unit of Issue	Unit Price	Total
0001	VB-1	Low Volume Black and White or Color Device/MFD's 1 – 5,000 - copies per month. Minimum 20 copies per minute, 600 DPI or greater. with collating and staple finishing capabilities (applies to all volume band 1 requirements below)			Info Only	
0001AA	1A	Black and white standalone/non-networked device 175 x _____ = Unit Price	12	Mo	\$ _____	\$ _____
0001AB	1C	Black and white, Multi-Functional Device networked With full Fax, and Scan, Capabilities 300 x _____ = Unit Price	12	Mo	\$ _____	\$ _____
0002	VB-2	Mid Volume Black and White or Full Color: 5,001 – 15,000 copies per month. Minimum 25 copies per minute or greater, 600 DPI or greater with collating and staple finishing capabilities (applies to all volume band 2 requirements)			Info Only	
0002AA	2A	Black and white standalone/non-networked device 70 x _____ = Unit Price	12	Mo	\$ _____	\$ _____
0002AC	2C	Black and white, Multi-Functional Device networked With full Fax, and Scan, Capabilities	12	Mo	\$ _____	\$ _____

		160 x _____ = Unit Price				
0002AD	2D	Color, Multi-Functional Device networked With full Fax, and Scan, Capabilities 20 x _____ = Unit Price	12	Mo	\$ _____	\$ _____
0003	VB-3	<u>High Volume Black and White or Full Color Standalone/Networked/Non-Networked:</u> 15,001 – 30,000 copies per month minimum 40 copies per minute or greater and 600 DPI or greater, standalone/non-networked device, 600 DPI or greater. This device shall be equipped with 50 pages sheet feeder, and staple finishing capability. (applies to all volume band 3 requirements)			Info Only	
0003AA	3A	Black and white standalone/non-networked device 59 x _____ = Unit Price	12	Mo	\$ _____	\$ _____
0003AC	3C	Black and white, Multi-Functional Device networked With full Fax, and Scan, Capabilities 62 x _____ = Unit Price	12	Mo	\$ _____	\$ _____
0004	VB-4	<u>High-Volume High-Speed, Black and White or Full Color Standalone/Networked/Non-Networked Device:</u> 30,001 – 50,000 copies per month. Minimum 50 copies per minute or greater and 600 DPI or greater. This device shall be equipped with 50 pages sheet feeder, and staple			Info Only	

		finishing capabilities. (applies to all volume band 4 requirements)				
0004AA	4A	Black and white standalone/non-networked device 3 x _____ = Unit Price	12	Mo	\$ _____	\$ _____
0004AC	4C	Black and white, Multi- Functional Device networked With full Fax, and Scan, Capabilities 19 x _____ = Unit Price	12	Mo	\$ _____	\$ _____
		TOTAL			\$ _____	\$ _____

OPTION YEAR 1

CLIN	Volume Band	Description	Quantity	Unit of Issue	Unit Price	Total
1001	VB-1	<u>Low Volume Black and White or Color Device/MFD's 1 – 5,000</u> - copies per month. Minimum 20 copies per minute, 600 DPI or greater. with collating and staple finishing capabilities (applies to all volume band 1 requirements below)			Info Only	
1001AA	1A	Black and white standalone/non-networked device 175 x _____ = Unit Price	12	Mo	\$ _____	\$ _____
1001AB	1C	Black and white, Multi-Functional Device networked With full Fax, and Scan, Capabilities 300 x _____ = Unit Price	12	Mo	\$ _____	\$ _____
1002	VB-2	<u>Mid Volume Black and White or Full Color: 5,001 – 15,000</u> copies per month. Minimum 25 copies per minute or greater, 600 DPI or greater with collating and staple finishing capabilities (applies to all volume band 2 requirements)			Info Only	
1002AA	2A	Black and white standalone/non-networked device 70 x _____ = Unit Price	12	Mo	\$ _____	\$ _____
1002AC	2C	Black and white, Multi-Functional Device networked With full Fax, and Scan, Capabilities 160 x _____ = Unit Price	12	Mo	\$ _____	\$ _____

1002AD	2D	Color, Multi-Functional Device networked With full Fax, and Scan, Capabilities 20 x _____ = Unit Price	12	Mo	\$ _____	\$ _____
1003	VB-3	<u>High Volume Black and White or Full Color Standalone/Networked/Non-Networked:</u> 15,001 – 30,000 copies per month minimum 40 copies per minute or greater and 600 DPI or greater, standalone/non-networked device, 600 DPI or greater. This device shall be equipped with 50 pages sheet feeder, and staple finishing capability. (applies to all volume band 3 requirements)			Info Only	
1003AA	3A	Black and white standalone/non-networked device 59 x _____ = Unit Price	12	Mo	\$ _____	\$ _____
1003AC	3C	Black and white, Multi-Functional Device networked With full Fax, and Scan, Capabilities 62 x _____ = Unit Price	12	Mo	\$ _____	\$ _____
1004	VB-4	<u>High-Volume High-Speed, Black and White or Full Color Standalone/Networked/Non-Networked Device:</u> 30,001 – 50,000 copies per month. Minimum 50 copies per minute or greater and 600 DPI or greater. This device shall be equipped with 50 pages sheet feeder, and staple finishing capabilities. (applies to all volume band 4 requirements)			Info Only	

1004AA	4A	Black and white standalone/non-networked device 3 x _____ = Unit Price	12	Mo	\$ _____	\$ _____
1004AC	4C	Black and white, Multi- Functional Device networked With full Fax, and Scan, Capabilities 19 x _____ = Unit Price	12	Mo	\$ _____	\$ _____
		OPTION YEAR 1 TOTAL			\$ _____	\$ _____

OPTION YEAR 2

CLIN	Volume Band	Description	Quantity	Unit of Issue	Unit Price	Total
2001	VB-1	<u>Low Volume Black and White or Color Device/MFD's 1 – 5,000</u> - copies per month. Minimum 20 copies per minute, 600 DPI or greater. with collating and staple finishing capabilities (applies to all volume band 1 requirements below)			Info Only	
2001AA	1A	Black and white standalone/non-networked device 175 x _____ = Unit Price	12	Mo	\$ _____	\$ _____
2001AB	1C	Black and white, Multi-Functional Device networked With full Fax, and Scan, Capabilities 300 x _____ = Unit Price	12	Mo	\$ _____	\$ _____
2002	VB-2	<u>Mid Volume Black and White or Full Color: 5,001 – 15,000 copies per month. Minimum 25 copies per minute or greater, 600 DPI or greater</u> with collating and staple finishing capabilities (applies to all volume band 2 requirements)			Info Only	
2002AA	2A	Black and white standalone/non-networked device 70 x _____ = Unit Price	12	Mo	\$ _____	\$ _____
2002AC	2C	Black and white, Multi-Functional Device networked With full Fax, and Scan, Capabilities	12	Mo	\$ _____	\$ _____

		160 x _____ = Unit Price				
2002AD	2D	Color, Multi-Functional Device networked With full Fax, and Scan, Capabilities 20 x _____ = Unit Price	12	Mo	\$ _____	\$ _____
2003	VB-3	<u>High Volume Black and White or Full Color Standalone/Networked/Non-Networked</u> : 15,001 – 30,000 copies per month minimum 40 copies per minute or greater and 600 DPI or greater, standalone/non-networked device, 600 DPI or greater. This device shall be equipped with 50 pages sheet feeder, and staple finishing capability. (applies to all volume band 3 requirements)			Info Only	
2003AA	3A	Black and white standalone/non-networked device 59 x _____ = Unit Price	12	Mo	\$ _____	\$ _____
2003AC	3C	Black and white, Multi-Functional Device networked With full Fax, and Scan, Capabilities 62 x _____ = Unit Price	12	Mo	\$ _____	\$ _____
2004	VB-4	<u>High-Volume High-Speed, Black and White or Full Color Standalone/Networked/Non-Networked Device</u> : 30,001 – 50,000 copies per month. Minimum 50 copies per minute or greater and 600 DPI or greater. This device shall be equipped with 50 pages sheet feeder, and staple			Info Only	

		finishing capabilities. (applies to all volume band 4 requirements)				
2004AA	4A	Black and white standalone/non-networked device 3 x _____ = Unit Price	12	Mo	\$ _____	\$ _____
2004AC	4C	Black and white, Multi- Functional Device networked With full Fax, and Scan, Capabilities 19 x _____ = Unit Price	12	Mo	\$ _____	\$ _____
		OPTION YEAR 2 TOTAL			\$ _____	\$ _____

OPTION YEAR 3

CLIN	Volume Band	Description	Quantity	Unit of Issue	Unit Price	Total
3001	VB-1	Low Volume Black and White or Color Device/MFD's 1 – 5,000 - copies per month. Minimum 20 copies per minute, 600 DPI or greater. with collating and staple finishing capabilities (applies to all volume band 1 requirements below)			Info Only	
3001AA	1A	Black and white standalone/non-networked device 175 x _____ = Unit Price	12	Mo	\$ _____	\$ _____
3001AB	1C	Black and white, Multi-Functional Device networked With full Fax, and Scan, Capabilities 300 x _____ = Unit Price	12	Mo	\$ _____	\$ _____
3002	VB-2	Mid Volume Black and White or Full Color: 5,001 – 15,000 copies per month. Minimum 25 copies per minute or greater, 600 DPI or greater with collating and staple finishing capabilities (applies to all volume band 2 requirements)			Info Only	
3002AA	2A	Black and white standalone/non-networked device 70 x _____ = Unit Price	12	Mo	\$ _____	\$ _____
3002AC	2C	Black and white, Multi-Functional Device networked With full Fax, and Scan, Capabilities	12	Mo	\$ _____	\$ _____

		160 x _____ = Unit Price				
3002AD	2D	Color, Multi-Functional Device networked With full Fax, and Scan, Capabilities 20 x _____ = Unit Price	12	Mo	\$ _____	\$ _____
3003	VB-3	<u>High Volume Black and White or Full Color Standalone/Networked/Non-Networked</u> : 15,001 – 30,000 copies per month minimum 40 copies per minute or greater and 600 DPI or greater, standalone/non-networked device, 600 DPI or greater. This device shall be equipped with 50 pages sheet feeder, and staple finishing capability. (applies to all volume band 3 requirements)			Info Only	
3003AA	3A	Black and white standalone/non-networked device 59 x _____ = Unit Price	12	Mo	\$ _____	\$ _____
3003AC	3C	Black and white, Multi-Functional Device networked With full Fax, and Scan, Capabilities 62 x _____ = Unit Price	12	Mo	\$ _____	\$ _____
3004	VB-4	<u>High-Volume High-Speed, Black and White or Full Color Standalone/Networked/Non-Networked Device</u> : 30,001 – 50,000 copies per month. Minimum 50 copies per minute or greater and 600 DPI or greater. This device shall be equipped with 50 pages sheet feeder, and staple			Info Only	

		finishing capabilities. (applies to all volume band 4 requirements)				
3004AA	4A	Black and white standalone/non-networked device 3 x _____ = Unit Price	12	Mo	\$ _____	\$ _____
3004AC	4C	Black and white, Multi- Functional Device networked With full Fax, and Scan, Capabilities 19 x _____ = Unit Price	12	Mo	\$ _____	\$ _____
		OPTION YEAR 3 TOTAL			\$ _____	\$ _____

TOTALS

PERIOD	PERIOD TOTAL
BASE YEAR TOTAL	\$ _____
OPTION YEAR 1 TOTAL	\$ _____
OPTION YEAR 2 TOTAL	\$ _____
OPTION YEAR 3 TOTAL	\$ _____
GRAND TOTAL	\$ _____

OPTION FOR INCREASED QUANTITY: Except for Option Year 3, throughout the term of this contract, the Government may increase the quantity of equipment and associated services called for in this Statement of Work by up to 50% per Volume Band. Such increases in quantities and services shall be at the awarded unit price for the applicable Volume Band, and shall be coterminous to the contract. The contracting officer shall exercise this option only by written modification to the contract.

Note: Estimated locations of individual copiers, by Volume Band, Installation, Organization and Building Number is at Section F, Deliveries or Performance.

Section C - Description/specifications

PERFORMANCE BASED WORK AND SPECIFICATIONS

- 1.0 INSTALLATION & REMOVALS.** As part of its offered price, the contractor shall:
- 1.1** Install equipment orders during the first **36** months of the contract period.
 - 1.1.1** No orders shall be placed with the contractor during the last 12 months of the contract with the exception of short term leases.
 - 1.1.2** The resulting term balance/pricing shall be co-terminus.
 - 1.2** Install all equipment at the site specified within a maximum of **ninety (90) calendar days** from receipt of an order from DAPS.
 - 1.3** Provide a toll free telephone number(s) to place service maintenance calls and order consumable supplies.
 - 1.3.1** The contractor shall affix its toll free telephone number(s) on each Multifunctional Device (MFD)/Copier placed on this contract as well as the DAPS EMS sticker. (DAPS shall provide the DAPS EMS sticker to the contractor).
 - 1.3.2** Ensure each MFD/Copier has the manufacturer's name, model number, and machine serial number legibly stamped or affixed to it in a readily accessible location.
 - 1.3.3** Provide English speaking personnel at the toll-free number(s) it provides in this paragraph.
 - 1.4** Remove all equipment and associated supplies from Government premises within thirty (30) calendar days of contract expiration (or termination) at no additional cost or penalty to the Government.
 - 1.4.1** In the case of termination, DAPS shall provide the vendor with a final cancelation and removal order depicting each devices serial number, location, local contact phone number and proposed date of removal.
 - 1.4.2** Equipment not removed by the contractor within thirty (30) calendar days of the date of notification by DAPS shall be deemed abandoned and subject to such disposal as the Government may deem appropriate.
- 2.0 TRAINING.** As part of the offered price, the contractor shall provide on-site training:
- 2.1** On-site training shall occur **within three (3) business days** following installation of copiers to each office receiving a copiers

- 2.1.1 Training shall be given to key operators in the affected office.
- 2.1.2 A training schedule shall be established prior to equipment delivery and shall be noted on the implementation schedule. The training schedule shall show training dates and times.
- 2.1.3 Special and remote areas shall be provided training at the new copier's location(s).
- 2.1.4 The contractor shall provide this training in English.

2.2 Upon request by the office in which a copier has been installed, the contractor shall provide additional training **within three (3) business days** when there has been a change or turnover of trained personnel.

3.0 **MAINTENANCE (Including Operational Standards & Performance)**. As part of the offered price, the contractor shall:

- 3.1 Maintain all equipment at a minimum 95% monthly available rate based on the 21 standard federal work days in a month.
 - 3.1.1 Maintaining the equipment to include preventive maintenance, service calls, repairs, troubleshooting, and connectivity as well as all associated labor and travel.
- 3.2 Provide service technician support Monday through Friday from 8:00 a.m. – 4:30 p.m. local time, except Saturday, Sunday, and Federal Holidays.
 - 3.2.1 The contractor shall provide a service technician that speaks English.
- 3.3 Respond to **work stoppage situations** within **two (2) business hours of a service call**.
 - 3.3.1 A telephone call (unless it results in solving the problem) shall not be deemed as an acceptable service response.
 - 3.3.2 The service technician shall call the key operator within an hour to discuss service problem and time of arrival.
 - 3.3.3 It is estimated that **10%** of situations shall be classified as “work stoppage” across the total copier population on a yearly basis.
- 3.4 Respond to **non-work stoppage situations** within **four (4) business hours of a service call**.
 - 3.4.1 A telephone call (unless it results in solving the problem) shall not be deemed as an acceptable service response.
 - 3.4.2 The service technician shall call the key operator within an hour to discuss service problem and time of arrival.
- 3.5 In the case of devices cleared for CLASSIFIED material and those connected to the SIPRNET, Vendors shall provide for Technicians that hold a security clearance of at least the documented security level of the device to be serviced.

3.5.1 Repair technicians shall have a National Agency Check (NAC) or Department of Defense (DOD) security clearance equal to or higher than the classification of the device.

3.6 Inform the DAPS' Contracting Officer's Representative (COR) within **two (2) business days** of the determination that equipment is non-repairable.

3.6.1 Provide comparable replacement equipment within **two (2) business days** from receipt of an order from the DAPS Contracting Officer.

3.7 Notify the DAPS' COR if maintenance is related to vandalism.

4.0 **CONSUMABLE SUPPLIES**. As part of its offered price, the contractor shall:

4.1 Provide all consumable supplies (including staples) necessary for the operation of the equipment.

4.1.1 Paper is excluded as a consumable supply.

4.2 Deliver all required consumable supplies to the designated locations listed on the delivery schedule within two (2) business days after receipt of an order.

NOTE: Government space for additional stock or inventory of supplies shall not be made available.

5.0 **REPORTS**. The contractor shall furnish reports as directed below:

5.1 Provide to the DAPS COR quarterly usage reports

5.1.1 Reports shall be in electronic (MSExcel compatible) format

5.1.2 Report shall state the total and average monthly production volumes by serial number for each machine grouped by contract location.

5.1.3 Quarterly reports for the Quarter just ended shall be received by the DAPS COR not later than 15 January, 15 April, 15 July and 15 October of each year.

5.2 Submit copier installation reports to the COR **within ten (10) calendar days** after the installation of copiers under this contract.

5.2.1 The copier installation reports shall include the serial number and location to include room, building number, DAPS' customers name, phone number and email, be signed and dated by the DAPS' customer, and clearly identify the Contact Line Item Number (CLIN) of the order.

5.2.2 Installation reports shall also be submitted to the DAPS' COR for all replacement copiers and upgrades/downgrades of machines.

5.2.3 Failure to provide installation reports may result in rejection of invoice due to inability to properly identify equipment installed under contract.

- 5.3 Make available service history reports containing frequency of service calls, production volume between repairs, type of repairs, parts required, and equipment down to the DAPS' COR as requested.
- 5.4 Provide a monthly summary of training completion by serial number and listing personnel trained.
- 5.5 Maintain an accurate listing of all equipment under contract (model, serial number, location) and provide to the DAPS contracting officer upon request.

6.0 INVOICES. As part of the offered price, the contractor shall:

- 6.1 Submit Invoices for the previous month IAW FAR 52.212-4, Contract Terms and Conditions -- Commercial Items, paragraph (g).
- 6.2 Submit invoices to the DAPS' COR for payment IAW FAR 52.212-4, Contract Terms and Conditions – Commercial Items, paragraph (i).
- 6.3 All invoices shall:
 - 6.3.1 Be in a digital MSEXcel summary
 - 6.3.2 Include the amount DAPS owes the contractor for all services rendered to include each and every piece of equipment under this contract for the month in question. (For example, if the contractor is providing DAPS 100 pieces of equipment under the contract, the contractor shall submit a single monthly invoice that includes the amount DAPS owes for all 100 pieces of equipment.);
 - 6.3.3 Be written in English; and
 - 6.3.4 Be provided to DAPS in both paper copy and electronic format (MSEXcel compatible).
- 6.4 All financial aspects of this contract shall be expressed in U.S. dollars. (e.g., all offered prices; all invoices, etc)
 - 6.4.1 Payment shall be made in U.S. Dollars, etc.
 - 6.4.2 Foreign currency transactions shall be converted into U.S. Dollars using the conversion rate in effect on the effective date of the Basic Contract award or the effective date of the current Option Period, whichever is most recent.

7.0 EQUIPMENT RELOCATION. As part of the offered price, the contractor shall:

- 7.1 Provide one (1) relocation per piece of equipment per year.
 - 7.1.1 Relocations shall be limited to the base/installation where the equipment is located and shall not require rigging or special handling.
 - 7.1.2 No equipment shall be relocated without the written direction of the DAPS Contracting Officer's Representative.
 - 7.1.3 No relocation for which an additional cost shall be incurred by the Government shall proceed without the advance written direction of the DAPS Contracting Officer.
 - 7.1.3.1 Failure to obtain the Contracting Officer's written approval prior to a relocation occurring shall be solely at the expense of the Contractor.

8.0 EQUIPMENT & CONFIGURATIONS. As part of the offered price, the contractor shall:

- 8.1** Provide new or remanufactured equipment that is currently manufactured and actively marketed. “New” and “remanufactured” equipment is defined IAW FAR 52.211-5. The purchase warranty for the offeror’s remanufactured equipment shall be identical to the offeror’s new equipment purchase warranty. The offeror’s remanufactured equipment shall also be the same full service maintenance terms and conditions as new manufactured equipment.
- 8.2** Provide equipment that is Section 508 compliant.
- 8.3** Provide equipment that is Health Insurance Portability and Accountability Act (HIPAA) compliant when installed at government medical sites.
- 8.4** Provide equipment with these features:
 - a. Finisher for volume bands 1 and above.
 - b. Floor standing with wheels (or cabinets provided as needed) for volume bands 1 and above
 - c. Reversing Automatic Document Feeder with at least a minimum 50 page document capacity/
 - d. Automatic Duplexing
 - e. Copy from/to multi-sized materials up to 11 x 17 paper for volume bands 1 and above
 - f. Capable of feeding from 3 paper sources for volume bands 1 and above
 - g. Shall be capable of accepting at least 50% or greater recycled 20 lb paper
 - h. All devices with hard drives shall have a data overwrite security kit. (Devices without hard drives do not need data overwrite security kits.)
 - i. The default setting for equipment operation language shall be English.
- 8.5** Configure MFDs so that the fax function is physically isolated from the network controller of the copier.
- 8.6** Configure MFDs so that they are able to scan a document and save it as a .PDF (group class 3 compression) file for those copiers that this function is requested.
- 8.7** Provide an operator’s manual written in English with each copier.
- 8.8** Provide the following requirements for classified copiers, if checked
 - Removable Hard drive
 - Disk overwrite

Note: Networked classified devices are only authorized when placed on the SIPRNET.

8.9 All equipment shall meet Energy Policy Act of 2005 requirements.

8.9.1 All equipment shall be Federal Energy Management Program (FEMP)-designated or Energy-Star qualified. Refer to Federal Acquisition Regulation (FAR) Part 23 and Executive Order 13221 requiring federal agencies to purchase products with low standby power.

9.0 **NETWORK FUNCTIONALITY.** As part of the offered price, the contractor shall:

9.1 Provide equipment capable of being configured to comply with the Defense Information Systems Agency (DISA) Security Technical Implementation Guide titled **Sharing Peripherals Across the Network (SPAN)**, Version 1, Revision 1 (DISA Field Security Operations, 28 July 2005) developed by DISA for the DOD for all networked equipment.

NOTE: A copy of this DISA document is found at <http://iase.disa.mil/stigs/stig/span-stig-v1r1.pdf>.]

9.2 For all digital copiers orders which are to be connected to Local Area Networks (LANs), provide a specific digital site survey.

9.2.1 This survey shall be used to identify network environments and ensure that correct network controllers are installed to meet DAPS' customer requirements.

9.3 Provide technical and system analysis support, and appropriate digital cards/products to successfully connect equipment to DAPS' customer's network.

9.4 Upon installation, provide **two (2) hours** of technical and analyst support to the agency network administrator for each digital/multifunctional unit installed.

9.4.1 Support may be requested for the physical and software interface of the controller/copier to the DAPS' customer's network.

9.4.2 Support shall be provided for network configurations based on agency hardware/software and initial Digital Site Survey provided prior to date of installation.

10.0 **NETWORK SECURITY.** As part of the offered price for equipment that shall be connected to a DOD local area network, the contractor shall:

10.1 Warrant that the equipment shall operate on and coexist on a network supporting Internet Protocol Version 4 (IPv4) only, Internet Protocol Version 6 (IPv6) only, or a hybrid of IPv4 and IPv6.

10.2 If not initially IPv6 compliant, the contractor shall provide a migration path and have available contractor/vendor IPv6 technical support for implementation and fielded product management of equipment. (Reference OMB Memorandum 05-22: www.whitehouse.gov/omb/memoranda/fy2005/m05-22.pdf)

10.3 ADDITIONAL NETWORK SECURITY REQUIREMENTS. If the box is checked, As part of the offered price the contractor shall provide equipment that:

10.3.1 **NIAP:** Has been satisfactorily validated through the National Information Assurance Partnership (NIAP) common criteria validation pursuant to DOD Directive 8500.1 and National Security Telecommunications and Information Systems Security Policy (NSTISSP) Number 11. “The United States recognizes products that have been evaluated under the sponsorship of other signatories and in accordance with the International Common Criteria for Information Security Technology Evaluation Recognition Agreement (CCRA) for EAL 1-4 only.” (DODI 8500.2). The Evaluation Assurance Level or EAL required for this solicitation is **EAL 3 Certification.**

10.3.2 **DIACAP:** Is capable of obtaining accreditation through the Department of Defense Information Assurance Certification and Accreditation Process within sixty (60) business days of contract award. If the equipment cannot obtain the full accreditation within the 60 business day period, the contractor shall remove the equipment at no additional price to the government and the contractor agrees to waive any and all early or premature discontinuance / termination /cancellation / etc. fees.

[Information regarding DIACAP is found in DOD Department of Defense Information Assurance Certification and Accreditation Process (DIACAP) Instruction 8510.1 dated 10 November 2007. <http://www.dtic.mil/whs/directives/corres/pdf/851001p.pdf>].

10.3.3

<input checked="" type="checkbox"/> CAC: Uses the DOD Common Access Card (CAC) for user authentication when:
<input checked="" type="checkbox"/> Scanning
<input checked="" type="checkbox"/> Printing

To successfully authenticate a CAC, the machine shall be able to 1) validate the Personal Identification Number (PIN), 2) ensure it is using a valid certificate and 3) check the DOD revocation list on networked devices to ensure the CAC has not been revoked.

10.3.4 **U.S. Air Force Sites:** Is configured for installation at U.S. Air Force sites in accordance with the Multi-User Information Systems guidance reference AFI 33-202, Network and Computer Security and in conjunction with AFSSI 5020 Remanence Security.

[Copies of these Air Force document are found at <http://www.e-publishing.af.mil/shared/media/epubs/AFI33-202V1.pdf> and <http://cryptome.org/afssi5020.htm>].

11.0 VENDOR PROGRAM MANAGEMENT. As part of the offered price, the contractor shall:

Assign a single point of contact to coordinate with the DAPS contracting officer and/or DAPS' COR in all aspects of this contract.

13.0 ADDITIONAL EXCEPTIONAL REQUIREMENTS.



If the box is checked, As part of the offered price, the contractor shall:

Section C Paragraph 6.2 Copier Installation Reports - in addition to all the requirements stated at Section C, Paragraph 5.2.1, the contractor is also required to provide the Delivery Order and Contract Number on its copier installation reports."

14.0 Definitions

- 14.1** Point of Contact (POC). The unit representative who places the service calls and acts as liaison between the Contractor and the Contracting Officer Representative.
- 14.2** Contract Discrepancy Report (CDR). A written report the Contractor is required to respond to whenever performance is unsatisfactory. The CDR requires the Contractor to explain, in writing, why performance was unsatisfactory; how performance shall be returned to satisfactory levels; and how recurrence of the problem shall be prevented in the future.
- 14.3** Contracting Officer (CO). A person duly appointed with the authority to enter into and administer contracts on behalf of the Government.
- 14.4** Contracting Officer Representative (COR). An individual designated by the Contracting Officer to act as his representative to assist in administering a contract. The source and authority for a COR is the Contracting Officer and limitations of a COR are contained in the written letter of designation.
- 14.5** Defective Service. A service output that does not meet the standard of performance associated with it.
- 14.6** Government Property. All property owned by or leased to the Government or acquired by the Government under the terms of the contract. Government property includes both Government-furnished property and Contractor acquired property as defined in FAR 45.101.
- 14.7** Inspection. The examination and testing of supplies or services (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether they conform to contract requirements.
- 14.8** Quality Assurance. Those actions taken by the COR to assure services meet the requirements of the contract.
- 14.9** Quality Control. Those actions taken by a Contractor to control the performance of services so that they meet the requirements of the contract.
- 14.10** Response. As used in relation to service orders, means the Contractor's workforce is at the work site ready to commence required work within the specified time.

14.11 Shall. The word “shall” is used in connection with the Contractor and specifies that the provisions are binding.

14.12 Task. A definite unit of work to be accomplished by the Contractor.

14.13 Test. The use of equipment or other means to check an item of equipment or work to determine if the equipment is operating within the parameters established for the equipment or to determine if work has been accomplished within the established requirements.

14.14 Transportation and Travel Time. Time required by Contractor personnel to travel to and from the work site in performance of contracted work.

14.15 Government Purchase Card. Used by cardholders to pay for authorized government purchases, subject to an established transaction amount, billing cycle amount, and merchant code limitations. A Purchase Card charge authorizes the card-issuing bank to make immediate payment to the contractor. An authorized purchase is defined as a purchase that satisfies a bona fide requirement at a fair and reasonable price.

15.0 Definitions – Technical, Peculiar to This Requirement.

15.1 Multi-Function Device (MFD). A multi-function device is defined as a machine capable of copying, printing from a networked connection, the ability to scan documents for electronic storage and delivery, and providing facsimile capability.

15.2 New Machine. A new machine is defined as a unit that has not been used previously nor contain rebuilt, refurbished, reconditioned or used parts.

15.3 Random Sampling. A method to evaluate the contractor by sampling the services to determine if the contractor’s level of performance is acceptable.

16.0 Abbreviations.

ACM – Alternate Contract Manager

CDR – Contract Discrepancy Report

CFR – Code of Federal Regulation

CLIN – Contract Line Item Number

CO – Contracting Officer

COR – Contracting Officer’s Representative.

DOD – Department of Defense

DOE – Department of Energy

EPA – Environmental Protection Agency

FAR – Federal Acquisition Regulation

GFP – Government Furnished Property

GPC- Government Purchase Card

IAW – In accordance with

OSHA – Occupational Safety and Health Act

QA – Quality Assurance

QC – Quality Control

17.0 GOVERNMENT-FURNISHED PROPERTY (GFP) AND SERVICES

- 17.1** The government will provide adequate electricity to accommodate the machines provided. MFDs shall not be electrically shared with other appliances (refrigerators, microwaves, and power strips). The government will ensure that proper ventilation is provided around the supplied machine to prevent overheating.
- 17.2** Storage Facility/Workshop. The Government will not provide the contractor a storage facility area or workshop.

Section D - Packaging and marking

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Section E - Inspection and acceptance

1.0 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 shall 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 shall exercise its post-acceptance rights –

1.1 Within a reasonable time after the defect was discovered or should have been discovered; and

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

Section F - Deliveries or Performance

1. Based on current usage (as of 1 June 2008), these tables represent the Government’s best estimation of the organizations and locations to which copiers may be required. The precise numbers, type (by Volume Band), and location of copiers to be delivered under this contract shall result from specific written direction to the Contractor by DAPS Pacific Contracting Officers Representative.
2. Estimate of distribution of copiers by physical location –

VOLUME BAND BREAKDOWN BY COUNTRY 05/29/08 JAPAN AND OKINAWA RFQ FOR DOD/FED CUSTOMERS		
VOLUME BAND	JAPAN DEVICE QUANTITY	OKINAWA DEVICE QUANTIT Y
1A	86	89
1C	147	153
2A	32	38
2C	78	82
2D	10	10
3A	29	30
3C	30	32
4A	1	2
4C	9	10
TOTALS	422	446

3. Estimate of locations needing copiers. NOTE: This table represents the best estimation of those organizations and locations to which copiers are currently required; however, in the context of this RFQ, these locations serve only as an estimate. The precise numbers, type (by Volume Band), and location of copiers to be delivered under this contract shall result from specific direction to the Contractor by DAPS Pacific Contracting Officers Representative.

DOD/Fed Customers for Okinawa

ADDRESS	CITY	CUSTOMER NAME
998, Registration,	Atsugi NAF	W1023 DODDS JAPAN
991, Atsugi, NAS (1)	Atsugi NAF	W1023 DODDS JAPAN
998, MAIN OFFICE, Atsugi, NAS	Atsugi NAF	W1023 DODDS JAPAN

998, Rm 125, Atsugi, NAS	Atsugi NAF	W1023 DODDS JAPAN
998, Rm 125, Atsugi, NAS	Atsugi NAF	W1023 DODDS JAPAN
998 InfoCenter, Atsugi NB	Atsugi NAF	W1026 DODDS JAPAN C/C
998 MAIN OFFICE, ATSUGI NB	Atsugi NAF	W1026 DODDS JAPAN C/C
2940 CAMELUS KIN-CHO	Camelus Kin	W1021 DCDO
4408 Courtney	Camp Courtney	W0973 WIC Overseas
4131 Courtney	Camp Courtney	W1144 DECA
364 Foster, 3F, Rm:322, ECD Oki	Camp Foster	W0339 ECD Okinawa Area Office
364 Foster, 2F, Rm:219, ECD Design > Branch	Camp Foster	W0339 ECD Okinawa Area Office
364 Foster, 1F, Rm:124, ECD Ryukyu > Resident Office	Camp Foster	W0339 ECD Okinawa Area Office
364, 3F, RM322, FOSTER	Camp Foster	W0780 58TH SB
5836 Foster, 58th SB Commander > 405th,	Camp Foster	W0780 58TH SB
5674 Foster	Camp Foster	W0973 WIC Overseas
371 FOSTER, KILLIN ES OKINAWA	Camp Foster	W1019 DODDS OKINAWA

371 FOSTER KILLIN ES OKINAWA	Camp Foster	W1019 DODDS OKINAWA
371 FOSTER KILLIN OKINAWA	Camp Foster	W1019 DODDS OKINAWA
1408 Camp S.D.Butler, RM 422 Ku OKINAWA	Camp Foster	W1019 DODDS OKINAWA
1408 CP S.D.BUTLER, LIBRARY, > OKINAWA	Camp Foster	W1019 DODDS OKINAWA
371 FOSTER KILLIN ES OKINAWA	Camp Foster	W1019 DODDS OKINAWA
1404 CP S.D.BUTLER, RM 214 > OKINAWA	Camp Foster	W1019 DODDS OKINAWA
22 CAMP S.D. BUTLER, MAIN OFC Okinawa	Camp Foster	W1019 DODDS OKINAWA
22 CP S.D.BUTLER, WAREHOUSE Okinawa	Camp Foster	W1019 DODDS OKINAWA
22 CAMP S.D. BUTLER, T-LOUNGE Okinawa	Camp Foster	W1019 DODDS OKINAWA
1408 CP S.D.BUTLER, RM 623 Okinawa	Camp Foster	W1019 DODDS OKINAWA
371 FOSTER, RM 203, KILLIN ES Okinawa	Camp Foster	W1019 DODDS OKINAWA

5821 Foster, Stu Trans. Office Okinawa	Camp Foster	W1022 DODDS PACIFIC
5675 Foster	Camp Foster	W1142 DECA
2653, Camp	Camp Hansen	W0339 ECD Okinawa Area Office
600, Bay 3, 2F, KINSER	Camp Kinser	W0320 DLA/DRMO Okinawa
600, 1F,	Camp Kinser	W0320 DLA/DRMO Okinawa
340 Kinser, 1F	Camp Kinser	W0320 DLA/DRMO Okinawa
600 KINSER	Camp Kinser	W0320 DLA/DRMO Okinawa
600 KINSER	Camp Kinser	W0320 DLA/DRMO Okinawa

107 Kinser	Camp Kinser	W0973 WIC Overseas
1040 KINSER, LIBRARY, KINSER ES	Camp Kinser	W1019 DODDS OKINAWA
1040 KINSER, A-505, KINSER ES	Camp Kinser	W1019 DODDS OKINAWA
1040-R Kinser,	Camp Kinser	W1019 DODDS OKINAWA
1039-R, KINSER, RM P-1,	Camp Kinser	W1019 DODDS OKINAWA
1039-R, KINSER, RM P-1, FAC	Camp Kinser	W1019 DODDS OKINAWA
1227 Kinser	Camp Kinser	W1143 DECA
202 DIST CENTER	Camp Kinser	W1145 DECA
301 DIST CENTER KINSER	Camp Kinser	W1145 DECA
706 KINSER	Camp Kinser	W1257 18SVS/SVL
202 Camp Kinser	Camp Kinser	W1273 US ARMY MEDICAL
6373 LESTER, RM 214, LESTER MS	Camp Lester	W1019 DODDS OKINAWA
6371 LESTER, RM 307, LMS	Camp Lester	W1019 DODDS OKINAWA
6371 LESTER, RM 143, LESTER MS	Camp Lester	W1019 DODDS OKINAWA
5000 Camp McTureous, Bechtel ES	Camp McTureous	W1019 DODDS OKINAWA
5000 CP MCTUREOUS, RM T-104, BETHEL	Camp McTureous	W1019 DODDS OKINAWA
5000 CP MCTUREOUS, Bechtel ES	Camp McTureous	W1019 DODDS OKINAWA
5000 CP MCTUREOUS, Bechtel	Camp McTureous	W1019 DODDS OKINAWA

5000 CP MCTUREOUS, MAIN OFFICE, BES	Camp McTureous	W1019 DODDS OKINAWA
278 Camp Zama, Rm208	Camp Zama	W0954 University of Phoenix
913, Faculty, Camp Zama	Camp Zama	W1023 DODDS JAPAN
102 Camp Zama, Student Transp.	Camp Zama	W1023 DODDS JAPAN
Zama HS, 988, Camp Zama, TR	Camp Zama	W1023 DODDS JAPAN
722, JROTC, CAMP ZAMA,	Camp Zama	W1023 DODDS JAPAN
913, Main Ofc, Camp Zama	Camp Zama	W1023 DODDS JAPAN
919 CAMP ZAMA	Camp Zama	W1023 DODDS JAPAN
906, Mid Sch, Teacher Lge, Cp Zama	Camp Zama	W1023 DODDS JAPAN
122-1, Sagamihara, Camp Zama	Camp Zama	W1023 DODDS JAPAN
913 CAMP ZAMA >	Camp Zama	W1026 DODDS JAPAN C/C
913 MAIN OFFICE, CAMP	Camp Zama	W1026 DODDS JAPAN C/C
102 FIRT BUCKNER RM102	Fort Buckner	W0335 E COMPANY
100 Fort Buckner	Fort Buckner	W0335 E COMPANY
92 Fort Buckner, Rm:107, 58th SB	Fort Buckner	W0780 58TH SB
107, FORT BUCKNER > 06F002	Fort Buckner	W0780 58TH SB
103 RM 134 FORT BUCKNER	Fort Buckner	W0780 58TH SB
550 Media Center, Iwakuni MCAS	Iwakuni MCAS	W1023 DODDS JAPAN
550 Rm 103 Iwakuni MCAS	Iwakuni MCAS	W1023 DODDS JAPAN
553, Rm 342, Iwakuni, MCAS	Iwakuni MCAS	W1023 DODDS JAPAN
555 Rm 107, Iwakuni	Iwakuni MCAS	W1023 DODDS JAPAN
555 Rm 107, Iwakuni MCAS	Iwakuni MCAS	W1023 DODDS JAPAN
550 IWAKUNI NB > 27F006	Iwakuni MCAS	W1026 DODDS JAPAN C/C
550 IWAKUNI NB > 27F007	Iwakuni MCAS	W1026 DODDS JAPAN C/C

3537 Kadena	Kadena AB	W0321 DLA/DSC
502 Kinser	Kadena AB	W0321 DLA/DSC
938 KAB	Kadena AB	W0648 372 TRS DET 15
626 KADENA AB	Kadena AB	W0657 18 MDSS/SG
721 KADENA AB	Kadena AB	W0677 18 MSS/.DPC
764 KAB	Kadena AB	W0684 18 MXG
220 KADENA AB	Kadena AB	W0706 18 SVS/SVMX
425KAB	Kadena AB	W0710 18 WG/HC
9800KAB	Kadena AB	W0710 18 WG/HC
155 KADENA AB	Kadena AB	W0711 18 WG/IG
15 KADENA AB	Kadena AB	W0712 18 WG/JA
763 KADENA AB	Kadena AB	W0787 67TH FIGHTER SQ DOT
3660 Kadena AB	Kadena AB	W0789 718 AMXS/MAINT
3545 KAB	Kadena AB	W0789 718 AMXS/MAINT
217 KADENA AB	Kadena AB	W0793 718 CES/CEHMF

3524 Kadena AB, Rm:114	Kadena AB	W0803 733 AMS
3504 KADENA AB	Kadena AB	W0809 82 RS
3518 KADENA AB	Kadena AB	W0809 82 RS
59 KAB	Kadena AB	W0954 University of Phoenix
59, 1F, KAB	Kadena AB	W0954 University of Phoenix
721B KAB	Kadena AB	W0969 18MSS
428 KAB	Kadena AB	W0973 WIC Overseas
9497 2F, DSO, KAB	Kadena AB	W1019 DODDS OKINAWA
9480-2 BOB HOPE PS	Kadena AB	W1019 DODDS OKINAWA
9490 KAB, KADENA HS	Kadena AB	W1019 DODDS OKINAWA
2415 KAB, REPRC, KADENA ES	Kadena AB	W1019 DODDS OKINAWA
9397 KAB, KADENA MS	Kadena AB	W1019 DODDS OKINAWA

2413 KAB, KADENA ES	Kadena AB	W1019 DODDS OKINAWA
2415 KAB, KADENA ES	Kadena AB	W1019 DODDS OKINAWA
9497 KAB, 2F, DSO	Kadena AB	W1019 DODDS OKINAWA
9497, 2F, DSO, KAB	Kadena AB	W1019 DODDS OKINAWA
9497 KAB, 2F, DSO	Kadena AB	W1019 DODDS OKINAWA
9497, 2F, DSO, KAB	Kadena AB	W1019 DODDS OKINAWA
9480, 1F, Bob Hope PL, KAB	Kadena AB	W1019 DODDS OKINAWA

9481 KAB, AEIS > 28F022	Kadena AB	W1019 DODDS OKINAWA
9481 KAB, AEIS > 28F021	Kadena AB	W1019 DODDS OKINAWA
9490 KAB, KADENA HS	Kadena AB	W1019 DODDS OKINAWA
9480 KAB, 1F, BHPS	Kadena AB	W1019 DODDS OKINAWA
9490 KAB, KADENA HS	Kadena AB	W1019 DODDS OKINAWA
2415 KAB, KADENA ES	Kadena AB	W1019 DODDS OKINAWA
2415 KAB, LIBRARY, KADENA ES	Kadena AB	W1019 DODDS OKINAWA
9490 KAB, KADENA HS	Kadena AB	W1019 DODDS OKINAWA
9480, BOB HOPE PS, KAB	Kadena AB	W1019 DODDS OKINAWA
2261 MAIN OFFICE, SHES(1), KAB	Kadena AB	W1019 DODDS OKINAWA
9481, AEIS, KAB	Kadena AB	W1019 DODDS OKINAWA
9490 KAB, KADENA HS	Kadena AB	W1019 DODDS OKINAWA
9398 KAB, KADENA MS	Kadena AB	W1019 DODDS OKINAWA
2415 KAB, KADENA ES	Kadena AB	W1019 DODDS OKINAWA
5001 KAB, BES	Kadena AB	W1019 DODDS OKINAWA
9397 KAB, KADENA	Kadena AB	W1019 DODDS OKINAWA
2261 KAB, NEXT 107A, STEARLY HTS(2)	Kadena AB	W1019 DODDS OKINAWA
2261 KAB, FL SHES(3)	Kadena AB	W1019 DODDS OKINAWA

2415 KAB, KADENA ES	Kadena AB	W1019 DODDS OKINAWA
9495, Amelia Earheart I S, KAB	Kadena AB	W1019 DODDS OKINAWA
6800 KADENA AB, PACTMO, STUDENT	Kadena AB	W1022 DODDS PACIFIC
1460 KAB	Kadena AB	W1031 18 EMS/MXMF
45702 KADENA AB	Kadena AB	W1036 18WG/CC
45110 Chibana	Kadena AB	W1115 83rd (58th)
47810 Chibana	Kadena AB	W1115 83rd (58th)
407 KADENA, 1F	Kadena AB	W1146 DECA
407 Kadena, 2F	Kadena AB	W1146 DECA
407 Kadena, 1F	Kadena AB	W1146 DECA
2425 KAB	Kadena AB	W1150 Patreconwing
425 KAB	Kadena AB	W1150 Patreconwing
9800 KAB	Kadena AB	W1150 Patreconwing
3639 KADENA AB	Kadena AB	W1154 353 MXS
705 KAB, 1F	Kadena AB	W1201 18SFS/S-4R
705 KAB, 2F	Kadena AB	W1201 18SFS/S-4R
705 KADENA AB,	Kadena AB	W1201 18SFS/S-4R
340 KAB, 1ST DOOR LEFT	Kadena AB	W1201 18SFS/S-4R
99 KADENA AB, CCEA	Kadena AB	W1202
400 KAB	Kadena AB	W1202 18CS

400 KAB	Kadena AB	W1202 18CS
1440 KADENA AB	Kadena AB	W1202 18CS
92 KADENA AB	Kadena AB	W1202 18CS
1440 KADENA AB	Kadena AB	W1202 18CS
753 KADENA AB	Kadena AB	W1202 18CS
400 KADENA AB	Kadena AB	W1202 18CS

3490/1ST KADENA, RM16	Kadena AB	W1204 31RQS
3490 KADENA AB, 2F	Kadena AB	W1204 31RQS
3490 KADENA AB, 1F	Kadena AB	W1204 31RQS
775 KAB	Kadena AB	W1205 18MO
780 KAB	Kadena AB	W1205 18MO
3367A KAB	Kadena AB	W1206 18EMS
839 KAB	Kadena AB	W1206 18EMS
3367A KAB	Kadena AB	W1206 18EMS
3546 KAB, RM 16	Kadena AB	W1206 18EMS
3541 KAB, 1F	Kadena AB	W1206 18EMS
3560 KADENA AB	Kadena AB	W1206 18EMS
3430 KADENA	Kadena AB	W1206 18EMS

780 KAB, RM	Kadena AB	W1206 18EMS
780 KAB, RM 147	Kadena AB	W1206 18EMS
3423	Kadena AB	W1207 18OSS/OSAT
3417 KADENA AB	Kadena AB	W1207 18OSS/OSAT
3409 KADENA AB,	Kadena AB	W1207 18OSS/OSAT
3409 KADENA AB,	Kadena AB	W1207 18OSS/OSAT
3409 KAB	Kadena AB	W1207 18OSS/OSAT
176 KAB	Kadena AB	W1208 718CES/CEHSF
626 KAB	Kadena AB	W1209 18MG
428 KAB	Kadena AB	W1209 18MG
626 KAB	Kadena AB	W1209 18MG
626 KAB	Kadena AB	W1209 18MG
626 KAB	Kadena AB	W1209 18MG
626 KAB	Kadena AB	W1209 18MG
626 KAB	Kadena AB	W1209 18MG

626 KAB	Kadena AB	W1209 18MG
626 KAB	Kadena AB	W1209 18MG
428 KAB	Kadena AB	W1209 18MG
626 KAB	Kadena AB	W1209 18MG
626 KAB	Kadena AB	W1209 18MG

626 KAB RM LK08	Kadena AB	W1209 18MG
626 KADENA	Kadena AB	W1209 18MG
626 KAB	Kadena AB	W1209 18MG
920 KAAB	Kadena AB	W1209 18MG
626 KAB	Kadena AB	W1209 18MG
626 KADENA AB, LE09	Kadena AB	W1209 18MG
90 KADENA	Kadena AB	W1209 18MG
626 KAB	Kadena AB	W1209 18MG
626 KAB	Kadena AB	W1209 18MG
626 KAB	Kadena AB	W1209 18MG
3515 KAB	Kadena AB	W1210 18AES
3515 KAB	Kadena AB	W1210 18AES
763 KAB	Kadena AB	W1211 67FS
1460 KAB	Kadena AB	W1214 18WG/JA
15 KAB	Kadena AB	W1214 18WG/JA
3524 KAB	Kadena AB	W1215 18CPTS
3670 KAB	Kadena AB	W1215 18CPTS
3524 KAB	Kadena AB	W1215 18CPTS
721C KAB	Kadena AB	W1215 18CPTS
910 KAB	Kadena AB	W1215 18CPTS

3527 KAB	Kadena AB	W1215 18CPTS
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3524 KADENA AB	Kadena AB	W1215 18CPTS
721C, KAB	Kadena AB	W1215 18CPTS
721 KADENA AB	Kadena AB	W1215 18CPTS
3670 KADENA AB	Kadena AB	W1215 18CPTS
3507 KADENA AB	Kadena AB	W1215 18CPTS
3507 KADENA AB	Kadena AB	W1215 18CPTS
96000 KAB, 1F	Kadena AB	W1216 18MSS/DPM
721B KAB	Kadena AB	W1216 18MSS/DPM
721D KAB	Kadena AB	W1216 18MSS/DPM
106 KADENA AB	Kadena AB	W1216 18MSS/DPM
721 KAB	Kadena AB	W1216 18MSS/DPM
721 KADENA AB	Kadena AB	W1216 18MSS/DPM
721 KADENA AB	Kadena AB	W1216 18MSS/DPM
96000 KADENA AB	Kadena AB	W1216 18MSS/DPM
332 KAB	Kadena AB	W1217 18SVS/SVML
332 KAB, FRONT OFFICE	Kadena AB	W1217 18SVS/SVML
3382 KAB	Kadena AB	W1219 18OSS
3382 KAB	Kadena AB	W1219 18OSS

3382 KAB	Kadena AB	W1219 18OSS
44107 KAB > 02R013* > APO AP AP 963685144	Kadena AB	W1220 18MS
44103 KADENA AB	Kadena AB	W1220 18MS
926 KADENA AB	Kadena AB	W1221 309EMXG
925 KADENA	Kadena AB	W1221 309EMXG
786 KADENA AB	Kadena AB	W1221 309EMXG
940 KADENA AB	Kadena AB	W1221 309EMXG

926 KADENA AB	Kadena AB	W1221 309EMXG
3384 KADENA AB	Kadena AB	W1222 44FS
3384 KAB, RM 119	Kadena AB	W1222 44FS
3381 KAB	Kadena AB	W1223 18AMXS
833 KAB	Kadena AB	W1223 18AMXS
18 AMXS	Kadena AB	W1223 18AMXS
3384 KADENA AB	Kadena AB	W1223 18AMXS
763 KADENA AB	Kadena AB	W1223 18AMXS
3367 C KADENA AB	Kadena AB	W1224 18CMS/CCR
3520 KAB	Kadena AB	W1225 390IS
3520 KAB	Kadena AB	W1225 390IS
3530 KADENA AB	Kadena AB	W1226 961AACS

3529 KADENA AB	Kadena AB	W1226 961AACS
237 KADENA AB	Kadena AB	W1227 18CEG
238 KADENA AB	Kadena AB	W1227 18CEG
234 KADENA AB	Kadena AB	W1228 18CES
10 KADENA AB	Kadena AB	W1229 18WG/CC
428 KADENA AB, 1F	Kadena AB	W1229 18WG/CC
250 Kadena AB	Kadena AB	W1230 718CES/CEC
250 Kadena AB	Kadena AB	W1230 718CES/CEC
730 KAB	Kadena AB	W1231 909ARS
730KAB	Kadena AB	W1231 909ARS
99 KAB	Kadena AB	W1238 18MSS/DPF
128 KAB	Kadena AB	W1242 18WG/ME
106 KAB	Kadena AB	W1243 18 MSS/MOF
1460 KAB	Kadena AB	W1244 18CES/CEE

3534 KAB	Kadena AB	W1245 33RD RS
3534 KAB	Kadena AB	W1245 33RD RS
3534 KAB	Kadena AB	W1245 33RD RS
178 KAB	Kadena AB	W1246 18SVS/SVMF
1850 KAB	Kadena AB	W1247 18SVS/SVYD
973 KAB	Kadena AB	W1248 18CES

705 KAB	Kadena AB	W1249 AFOSI,DET624
868 KAB	Kadena AB	W1250 18WG/CP
1461 KADENA AB	Kadena AB	W1251 18CES/CEX
59 KADENA	Kadena AB	W1252 18MSS/DPE
3409 KADENA AB	Kadena AB	W1253 733AMS/CSS
786 KADENA AB	Kadena AB	W1254 18MOS
3623 KAB	Kadena AB	W1255 718 CES/CEV
254 KAB	Kadena AB	W1255 718 CES/CEV
1474 KAB	Kadena AB	W1256 718CES/CEN
1473 KAB	Kadena AB	W1256 718CES/CEN
428 Kadena AB	Kadena AB	W1273 US ARMY MEDICAL
727 KADENA	Kadena AB	W1274 USARJ/8TH
718 KADENA	Kadena AB	W1274 USARJ/8TH
741 Kadena AB	Kadena AB	W1274 USARJ/8TH
4046KADENA	Kadena AB	W1274 USARJ/8TH
4046 KADENA	Kadena AB	W1274 USARJ/8TH
4046 KADENA	Kadena AB	W1274 USARJ/8TH
244 KADENA	Kadena AB	W1274 USARJ/8TH

752 Kadena AB	Kadena AB	W1274 USARJ/8TH
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4046 Kadena AB	Kadena AB	W1274 USARJ/8TH
104 KADENA	Kadena AB	W1274 USARJ/8TH
1474 KADENA	Kadena AB	W1274 USARJ/8TH
4040 KADENA	Kadena AB	W1274 USARJ/8TH
3473 Kadena AB	Kadena AB	W1278 18LRS/LGRA
792 Kadena AB	Kadena AB	W1278 18LRS/LGRA
792 Kadena AB	Kadena AB	W1278 18LRS/LGRA
792 Kadena AB	Kadena AB	W1278 18LRS/LGRA
3130 Kadena AB	Kadena AB	W1278 18LRS/LGRA
3156 Kadena AB	Kadena AB	W1278 18LRS/LGRA
3481 Kadena AB	Kadena AB	W1278 18LRS/LGRA
740 Kadena AB	Kadena AB	W1278 18LRS/LGRA
876 Kadena AB,2F	Kadena AB	W1278 18LRS/LGRA
792 Kadena AB,1F	Kadena AB	W1278 18LRS/LGRA
756 Kadena AB	Kadena AB	W1278 18LRS/LGRA
244 Kadena AB	Kadena AB	W1278 18LRS/LGRA
792 Kadena AB, 2F	Kadena AB	W1278 18LRS/LGRA

3473 Kadena AB, 2F	Kadena AB	W1278 18LRS/LGRA
96000 Kadena AB, 1F	Kadena AB	W1278 18LRS/LGRA
792 Kadena AB	Kadena AB	W1278 18LRS/LGRA
95 Kadena AB, 2F	Kadena AB	W1279 18CONS/LGCP
95 Kadena AB	Kadena AB	W1279 18CONS/LGCP
95 Kadena AB	Kadena AB	W1279 18CONS/LGCP
95 Kadena AB, 2F	Kadena AB	W1279 18CONS/LGCP
3523 Kadena AB	Kadena AB	W1282 718 AMS

719 Kadena AB	Kadena AB	W1283 ERWIN PME CENTER
334 Kadena AB	Kadena AB	W1284 18SVS/SVYEW
3523 Kadena AB	Kadena AB	W1285 320STS
3523/3 Kadena AB Rm:Ops	Kadena AB	W1285 320STS
229 Kadena AB, 1F	Kadena AB	W1286 18CES/CEORA
3510 Kadena AB	Kadena AB	W1286 18CES/CEORA
404 KAB	Kadena AB	W1291 18 WG/PA
S-2773 KAWAKAMI AMMUNITION DEPT	Kawakami	W1274 USARJ/8TH
411 MCAS Iwakuni	MCSA Iwakuni	W0954 University of Phoenix
1310 Misawa AB, Student Transp	Misawa AB	W1023 DODDS JAPAN
94, Rm 103, Misawa MCAS	Misawa AB	W1023 DODDS JAPAN

96, Work Room, Misawa	Misawa AB	W1023 DODDS JAPAN
94, Rm 118 Misawa	Misawa AB	W1023 DODDS JAPAN
1958 Admin Ofc, Misawa AB	Misawa AB	W1023 DODDS JAPAN
747, Rm 208, Misawa AB	Misawa AB	W1023 DODDS JAPAN
94, Rm 210, Misawa MCAS	Misawa AB	W1023 DODDS JAPAN
741, Outback, Misawa AB	Misawa AB	W1023 DODDS JAPAN
1958-2F, Misawa AB	Misawa AB	W1023 DODDS JAPAN
746 Teacher Work Rm, Misawa AB	Misawa AB	W1023 DODDS JAPAN
80, Main Ofc, Misawa AB	Misawa AB	W1023 DODDS JAPAN
1958, Work Room, Misawa AB	Misawa AB	W1023 DODDS JAPAN
98 Kinder, Misawa MCAS	Misawa AB	W1023 DODDS JAPAN
747, Rm 316, Misawa	Misawa AB	W1023 DODDS JAPAN
1958(A), Teacher WR 104, Misawa AB	Misawa AB	W1023 DODDS JAPAN
1958 MAIN OFFICE, MISAWA	Misawa AB	W1026 DODDS JAPAN C/C

746 MISAWA AB	Misawa AB	W1026 DODDS JAPAN C/C
94, RM 118 MISAWA	Misawa AB	W1026 DODDS JAPAN C/C
305 Naha Port, 2F NAHA PORT	Naha Port	W0810 599th/835th
305 Naha Port, Rm:230F	Naha Port	W0810 599th/835th

333 NAHA PORT	Naha Port	W0810 599th/835th
307 NAHA PORT	Naha Port	W0810 599th/835th
305 Naha Port, Rm:206, 835th Midium	Naha Port	W0810 599th/835th
arnn ES,122-1, Rm 141, Sagamihara,	Sagamihara	W1023 DODDS JAPAN
122-1, Rm 204, Sagamihara,Camp Zama	Sagamihara	W1023 DODDS JAPAN
122-1, Rm 113, Sagamihara,Camp Zama	Sagamihara	W1023 DODDS JAPAN
155 Sasebo, 1F	Sasebo NB	W0954 University of Phoenix
PW42 , RM202, SASEBO, E.J.KING	Sasebo NB	W1025 DODDS JAPAN YOKOTA/SASEBO
1425 STAFF MR E3, SASEBO NAS	Sasebo NB	W1025 DODDS JAPAN YOKOTA/SASEBO
1665 STUDENT AFFRAIRS SASEBO	Sasebo NB	W1025 DODDS JAPAN YOKOTA/SASEBO
502, 2F, RM208, SASEBO NAS	Sasebo NB	W1025 DODDS JAPAN YOKOTA/SASEBO
1665 TEACHER LOUNGE SASEBO	Sasebo NB	W1025 DODDS JAPAN YOKOTA/SASEBO
5114, RM 112, SASEBO	Sasebo NB	W1025 DODDS JAPAN YOKOTA/SASEBO
5114, RM 112, SASEBO	Sasebo NB	W1025 DODDS JAPAN YOKOTA/SASEBO
E, MAIN, SASEBO	Sasebo NB	W1026 DODDS JAPAN C/C
1530 SAO SASEBO	Sasebo NB	W1026 DODDS JAPAN C/C
5114 MAIN OFFICE, SASEBO AMF	Sasebo NB	W1026 DODDS JAPAN C/C
105, RM2242, TORII	Torii Station	W0780 58TH SB

105, RM2203, TORII	Torii Station	W0780 58TH SB
105, RM2242, TORII	Torii Station	W0780 58TH SB

105, RN1147, TORII	Torii Station	W0780 58TH SB
105, RM1242, TORII	Torii Station	W0780 58TH SB
105, RM1217,TORII	Torii Station	W0780 58TH SB
105, RM1135, TORII	Torii Station	W0780 58TH SB
105, RM1202, TORII	Torii Station	W0780 58TH SB
105 TORII, RM2224	Torii Station	W0780 58TH SB
104, TORII	Torii Station	W0780 58TH SB
T-125, TORII	Torii Station	W0780 58TH SB
105 RM2237 TORII	Torii Station	W0780 58TH SB
105, RM2235, TORII	Torii Station	W0780 58TH SB
290, TORII	Torii Station	W1022 DODDS PACIFIC
290, TORII	Torii Station	W1022 DODDS PACIFIC
290, TORII	Torii Station	W1022 DODDS PACIFIC
290, TORII	Torii Station	W1022 DODDS PACIFIC
290, TORII	Torii Station	W1022 DODDS PACIFIC
290, TORII	Torii Station	W1022 DODDS PACIFIC
290 TORII	Torii Station	W1022 DODDS PACIFIC
3008 Yokosuka, Rm 342	Yokosuka NB	W0954 University of Phoenix
E22, Yokosuka , USNH	Yokosuka NB	W0973 WIC Overseas

B39-B, YOKOSUKA NB, STUDENT TRANS.	Yokosuka NB	W1024 DODDS JAPAN YOKOSUKA
741, HALLWAY, IKEGO	Yokosuka NB	W1024 DODDS JAPAN YOKOSUKA
741, HALLWAY, IKEGO	Yokosuka NB	W1024 DODDS JAPAN YOKOSUKA
23127 SUPPLY, YOKOHAMA	Yokosuka NB	W1024 DODDS JAPAN YOKOSUKA
1292. RM 22, YOKOSUKA	Yokosuka NB	W1024 DODDS JAPAN YOKOSUKA
4372, 2F, YOKOSUKA	Yokosuka NB	W1024 DODDS JAPAN YOKOSUKA
3F TL, USFLEACT, YOKOSUKA	Yokosuka NB	W1024 DODDS JAPAN YOKOSUKA
4372, 1F YOKOSUKA	Yokosuka NB	W1024 DODDS JAPAN YOKOSUKA
B, 2F, SUPPLY, USFLEACT	Yokosuka NB	W1024 DODDS JAPAN YOKOSUKA

B, 3D GRADE, USFLEACT	Yokosuka NB	W1024 DODDS JAPAN YOKOSUKA
741, HALLWAY, IKEGO 400609	Yokosuka NB	W1024 DODDS JAPAN YOKOSUKA
4372, RM 110 YOKOSUKA	Yokosuka NB	W1024 DODDS JAPAN YOKOSUKA
4372, RM 148, YOKOSUKA	Yokosuka NB	W1024 DODDS JAPAN YOKOSUKA
DISTRIBUTION, USFLEACT YOKOSUKA	Yokosuka NB	W1024 DODDS JAPAN YOKOSUKA
A, 1F, LIBRARY, USFLEACT	Yokosuka NB	W1024 DODDS JAPAN YOKOSUKA
A, 2F, 4TH GRADE USFLEACT	Yokosuka NB	W1024 DODDS JAPAN YOKOSUKA
4372, 3F, YOKOSUKA	Yokosuka NB	W1024 DODDS JAPAN YOKOSUKA
B, 1F, PTO, USFKEACT	Yokosuka NB	W1024 DODDS JAPAN YOKOSUKA

B, 2F 2D GRADE SCIENCE, USFKE	Yokosuka NB	W1024 DODDS JAPAN YOKOSUKA
B, 1St Grade, USFLEACT, Yokosuka(2)	Yokosuka NB	W1024 DODDS JAPAN YOKOSUKA
B, 2F PTO USFLEACT	Yokosuka NB	W1024 DODDS JAPAN YOKOSUKA
1901 USFLEACT, YOKOSUKA Rm113	Yokosuka NB	W1024 DODDS JAPAN YOKOSUKA
1901 YOKOSUKA NB, CFAY	Yokosuka NB	W1024 DODDS JAPAN YOKOSUKA
23127 2F YOKOHAMA	Yokosuka NB	W1024 DODDS JAPAN YOKOSUKA
A, TEACHER LOUNGE, USFLEACT	Yokosuka NB	W1024 DODDS JAPAN YOKOSUKA
B MAIN OFFICE, YOKOSUKA	Yokosuka NB	W1026 DODDS JAPAN C/C
4372 SUPPLY, YOKOSUKA	Yokosuka NB	W1026 DODDS JAPAN C/C
B REGISTRATION, YOKOSUKA	Yokosuka NB	W1026 DODDS JAPAN C/C
4372 RM 101, YOKOSUKA NB	Yokosuka NB	W1026 DODDS JAPAN C/C
YOKOSUKA NB	Yokosuka NB	W1026 DODDS JAPAN C/C
18 CONS, UNIT 5199	Yokosuka NB	W1034 18 CONS
316 Yokota, Rm 238	Yokota AFB	W0954 University of Phoenix
316 Yokota, Rm 238	Yokota AFB	W0954 University of Phoenix
YOKOTA EAST ES, 4335, EDIS	Yokota AFB	W1025 DODDS JAPAN

		YOKOTA/SASEBO
DSO, 1378, YOKOTA	Yokota AFB	W1025 DODDS JAPAN YOKOTA/SASEBO
FSO, 1373, YOKOTA AB	Yokota AFB	W1025 DODDS JAPAN YOKOTA/SASEBO

DSO WAREHOUSE 4189 YOKOTA	Yokota AFB	W1025 DODDS JAPAN YOKOTA/SASEBO
YOKOTA WEST ES, KINDER	Yokota AFB	W1025 DODDS JAPAN YOKOTA/SASEBO
4330 YOKOTA, STUDENT TRANSP	Yokota AFB	W1025 DODDS JAPAN YOKOTA/SASEBO
445 YOKOTA AFB, STUDENT TRANSP	Yokota AFB	W1025 DODDS JAPAN YOKOTA/SASEBO
4118, RM 206, YOKOTA	Yokota AFB	W1025 DODDS JAPAN YOKOTA/SASEBO
4156, REGI, YOKOTA	Yokota AFB	W1025 DODDS JAPAN YOKOTA/SASEBO
4319, 2F, RM 210, YOKOTA	Yokota AFB	W1025 DODDS JAPAN YOKOTA/SASEBO
4315, WORK ROOM, YOKOTA	Yokota AFB	W1025 DODDS JAPAN YOKOTA/SASEBO
4157, FACULTY LOUNGE, YOKOTA	Yokota AFB	W1025 DODDS JAPAN YOKOTA/SASEBO
4157, FACULTY LOUNGE, YOKOTA	Yokota AFB	W1025 DODDS JAPAN YOKOTA/SASEBO
4306, TEACHER LOUNGE, YEES	Yokota AFB	W1025 DODDS JAPAN YOKOTA/SASEBO
4306 WR, YOKOTA > 18F023	Yokota AFB	W1025 DODDS JAPAN YOKOTA/SASEBO
4320, CAFETERIA 2F HALLWAY	Yokota AFB	W1025 DODDS JAPAN YOKOTA/SASEBO
4118, LIBRARY, YOKOTA	Yokota AFB	W1025 DODDS JAPAN YOKOTA/SASEBO
1378 YOKOTA	Yokota AFB	W1025 DODDS JAPAN YOKOTA/SASEBO
1239. MEDIA CENTER, YOKOTA	Yokota AFB	W1025 DODDS JAPAN YOKOTA/SASEBO
5114, TEACHER WORK ROOM	Yokota AFB	W1025 DODDS JAPAN YOKOTA/SASEBO
4155, FR, YOKOTA	Yokota AFB	W1025 DODDS JAPAN YOKOTA/SASEBO

1240, KINDERGARTEN, YWES	Yokota AFB	W1025 DODDS JAPAN YOKOTA/SASEBO
1239, MAIN OFFICE/OUTSIDE	Yokota AFB	W1025 DODDS JAPAN YOKOTA/SASEBO

4155, RM 211, YOKOTA	Yokota AFB	W1025 DODDS JAPAN YOKOTA/SASEBO
4155, Library, YOKOTA AB	Yokota AFB	W1025 DODDS JAPAN YOKOTA/SASEBO
1239, TEACHER WORK ROOM, YWES	Yokota AFB	W1025 DODDS JAPAN YOKOTA/SASEBO
4156, RM 130, YOKOTA	Yokota AFB	W1025 DODDS JAPAN YOKOTA/SASEBO
4315, WORK R, YOKOTA	Yokota AFB	W1026 DODDS JAPAN C/C
4156, MAIN OFFICE, YOKOTA	Yokota AFB	W1026 DODDS JAPAN C/C
4319 MAIN OFFICE, YOKOTA	Yokota AFB	W1026 DODDS JAPAN C/C
1238, MAIN OFFICE, YOKOTA	Yokota AFB	W1026 DODDS JAPAN C/C
4155, MAIN OFFICE, YOKOTA	Yokota AFB	W1026 DODDS JAPAN C/C
1378 YOKOTA AB	Yokota AFB	W1026 DODDS JAPAN C/C
122-1, RM 101. SAGAMIHARA DHA	Yokota AFB	W1026 DODDS JAPAN C/C
23127, YOKOHAMA AHA	Yokota AFB	W1026 DODDS JAPAN C/C
741 ZUSHI AHA	Yokota AFB	W1026 DODDS JAPAN C/C

4.0 NO ASSIGNMENT OF CLAIMS - Assignment of claims shall be prohibited.

Section G - Contract Administration Data

1.0 The Contracting Officer assigned for administration of this contract is:

TBD

2.0 The Contracting Officer's Representative assigned to this contract is:

TBD

3.0 Base year Period of Performance under this contract shall be 1 October 2008 – 30 Sep 2009. First Option Year 1 October 2009 – 30 Sep 2010; Second Option Year 1 October 2010 – 30 Sep 2011; Third Option Year 1 October 2011 – 30 Sep 2012; Fourth Option Year 1 October 2008 – 30 Sep 2009

4.0 Each Period (Base and Option Years) shall be funded by their respective fiscal years.

5.0 CLINs are informational only; all funding shall be at the SubCLIN level.

6.0 Award of the contract and all option periods is Subject to the Availability of Funds.

7.0 Alterations in Contract –

7.1 Section I, Contract Clauses. Changed 52.212-1 (c)

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

To - (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for **60** calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

7.2 The provisions stated within this Solicitation are in addition to those already stated in the Federal Supply Schedule the Offeror cites for qualification to participate in this source selection.

7.2.1 In any instance where a conflict exists between this acquisition and the basic FSS, the Offeror is to assume this acquisition's terms and conditions are subordinate to those in the FSS.

Section H - Special Contract Requirements

Not Used

PART II

Section I - Contract Clauses

252.201-7000 Contracting Officer's Representative.

Contracting Officer's Representative (Dec 1991)

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

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

(End of clause)

52.202-1 -- Definitions.

Definitions (July 2004)

(a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless--

The solicitation, or amended solicitation, provides a different definition;

The contracting parties agree to a different definition;

The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or

The word or term is defined in FAR Part 31, for use it the cost principles and procedures.

(b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at <http://www.acqnet.gov> at the end of the FAR, after the FAR Appendix.

(End of Clause)

52.203-3 – Gratuities.

Gratuities (Apr 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative --

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled --

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of Clause)

52.212-4 -- Contract Terms and Conditions -- Commercial Items.

Contract Terms and Conditions -- Commercial Items (Feb 2007)

(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 shall 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 shall 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 Government-wide 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 of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(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 shall 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 shall 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 shall 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 immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(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 shall 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.

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 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 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall 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 shall 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.

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 FAR 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 shall be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

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)

NOTE

For **52.212-5** Provisions applicable to this acquisition have been denoted by a check mark ✓; and **BOLD slightly enlarged text**.

52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items.

Contract Terms and Conditions Required to Implement Statutes or Executive Orders --
Commercial Items (May 2008)

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

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

___ (3) 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).

___ (4) [Reserved]

___ (5) (i) 52.219-6, Notice of Total Small Business 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.

___ (6) (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.

___ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

___ (8) (i) 52.219-9, Small Business Subcontracting Plan (Apr 2008)(15 U.S.C. 637 (d)(4).)

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).

___ (10) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999)(15 U.S.C. 637(d)(4)(F)(i)).

___ (11) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005)(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.

___ (12) 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).

___ (13) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

___ (15) 52.219-28, Post Award Small Business Program Representation (June 2007) (15 U.S.C. 632(a)(2)).

(16) 52.222-3, Convict Labor (June 2003)(E.O. 11755).

___ (17) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).

___ (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

___ (19) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

___ (20) 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).

___ (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).

___ (22) 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).

___ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

√ (24) (i) **52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).**

___ (ii) Alternate I (Aug 2007) of 52.222-50.

___ (25) (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)).

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

√ (26) **52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).**

___ (27) (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.

___ (28) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).

___ (29) (i) 52.225-3, Buy American Act –Free Trade Agreements – Israeli Trade Act (Aug 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, and 109-169).

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

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

___ (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (31) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.O.S., proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (34) 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)).

___ (35) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

√ **(36) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).**

___ (37) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

___ (38) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

___ (39) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

___ (40) (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).

(End of Clause)

52.217-6 -- Option for Increased Quantity.

Option for Increased Quantity (Mar 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within any of the Base or Option Years except Option Year Three. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of Clause)

52.217-9 -- Option to Extend the Term of the Contract.

Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the final Option Year; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar 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 9-months beyond the end of the final Option Period.

(End of Clause)

52.225-5 -- Trade Agreements.

Trade Agreements (Nov2007)

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

“Caribbean Basin country end product”

(1) Means an article that—

(i)

(A) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(B) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed; and

(ii) Is not excluded from duty-free treatment for Caribbean countries under 19 U.S.C. 2703(b).

(A) For this reason, the following articles are not Caribbean Basin country end products:

- (1) Tuna prepared or preserved in any manner in airtight containers;
- (2) Petroleum or any product derived from petroleum;
- (3) Watches and watch parts (including cases, bracelets, and straps) of whatever type including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the Harmonized Tariff Schedule of the United States (HTSUS) column 2 rates of duty apply (i.e., Afghanistan, Cuba, Laos, North Korea, and Vietnam); and
- (4) Certain of the following: textiles and apparel articles; footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel; or handloomed, handmade, and folklore articles;

(B) Access to the HTSUS to determine duty-free status of articles of these types is available at <http://www.usitc.gov/tata/hts/>. In particular, see the following:

- (1) General Note 3(c), Products Eligible for Special Tariff treatment.
- (2) General Note 17, Products of Countries Designated as Beneficiary Countries under the United States—Caribbean Basin Trade Partnership Act of 2000.
- (3) Section XXII, Chapter 98, Subchapter II Articles Exported and Returned, Advanced or Improved Abroad, U.S. Note 7(b).
- (4) Section XXII, Chapter 98, Subchapter XX Goods Eligible for Special Tariff Benefits under the United States—Caribbean Basin Trade Partnership Act; and

(2) Refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the acquisition, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

“Designated country” means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or United Kingdom);

(2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Cape Verde, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Costa Rica, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).

“Designated country end product” means a WTO GPA country end product, an FTA country end product, a least developed country end product, or a Caribbean Basin country end product.

“End product” means those articles, materials, and supplies to be acquired under the contract for public use.

“Free Trade Agreement country end product” means an article that--

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in an FTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

“Least developed country end product” means an article that--

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-made end product” means an article that is mined, produced, or manufactured in the United States or that is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

“WTO GPA country end product” means an article that--

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services, (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

(b) Delivery of end products. The Contracting Officer has determined that the WTO GPA and FTAs apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only U.S.-made or designated country end products except to the extent that, in its offer, it specified delivery of other end products in the provision entitled “Trade Agreements Certificate.”

(End of clause)

52.225-6 -- Trade Agreements Certificate.

Trade Agreements Certificate (Jan 2005)

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

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

Other End Products

Line Item No.	Country of Origin:

[List as necessary]

(c) The Government shall evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items covered by the WTO GPA, the

Government shall evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government shall 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 those products are insufficient to fulfill the requirements of this solicitation.

(End of Provision)

52.225-13 -- Restrictions on Certain Foreign Purchases.

Restriction on Certain Foreign Purchases (Feb 2006)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn/>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's website at <http://www.treas.gov/offices/enforcement/ofac>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.225-14 -- Inconsistency Between English Version and Translation of Contract.

Inconsistency Between English Version and Translation of Contract (Feb 2000)

In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(End of Clause)

NOTE

For **252.212-7001** Provisions applicable to this acquisition have been denoted by a check mark ✓; and **BOLD slightly enlarged text**.

252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items.

As prescribed in 212.301(f)(iii), use the following clause:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR
EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL
ITEMS (MAR 2008)

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

(2) ___ 252.219-7003, Small Business Subcontracting Plan (DOD Contracts) (APR 2007) (15 U.S.C. 637).

(3) ___ 252.219-7004, Small Business Subcontracting Plan (Test Program) (APR 2007) (15 U.S.C. 637 note).

(4) ___ 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

(5) ___ 252.225-7012, Preference for Certain Domestic Commodities (MAR 2008) (10 U.S.C. 2533a).

(6) ✓ **252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).**

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

(8) ___ 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).

(9) ____ 252.225-7021, Trade Agreements (MAR 2007) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(10) ____ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(11) ____ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(12)(i) ____ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (MAR 2007) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ____ Alternate I (OCT 2006) of 252.225-7036.

(13) ____ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(14) ____ 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).

(15) $\sqrt{\quad}$ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(16) $\sqrt{\quad}$ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(17) ____ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(18) $\sqrt{\quad}$ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(19) ____ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(20)(i) $\sqrt{\quad}$ 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.

(21) $\sqrt{\quad}$ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

52.232-18 Availability of Funds.

Availability of Funds (Apr 1984)

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

(End of clause)

252.225-7020 Trade Agreements Certificate.

TRADE AGREEMENTS CERTIFICATE (JAN 2005)

(a) Definitions. "Designated country end product," "nondesignated country end product," "qualifying country end product," and "U.S.-made end product" have the meanings given in the Trade Agreements clause of this solicitation.

(b) Evaluation. The Government—

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

(2) Shall consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless—

(i) There are no offers of such end products;

(ii) The offers of such end products are insufficient to fulfill the Government's requirements; or

(iii) A national interest waiver has been granted.

(c) Certification and identification of country of origin.

(1) For all line items subject to the Trade Agreements clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.

(2) The following supplies are other nondesignated country end products:

(Line Item Number)

(Country of Origin)

(End of provision)

252.225-7041 Correspondence in English.

CORRESPONDENCE IN ENGLISH (JUN 1997)

The Contractor shall ensure that all contract correspondence that is addressed to the United States Government is submitted in English or with an English translation.

(End of clause)

252.225-7042 Authorization to Perform.

AUTHORIZATION TO PERFORM (APR 2003)

The offeror represents that it has been duly authorized to operate and to do business in the country or countries in which the contract is to be performed.

(End of provision)

252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the United States

ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE
THE UNITED STATES (MAR 2006)

(a) Definition. "United States," as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall—

- (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
- (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
- (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DOD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and
- (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is—

- (1) A foreign government;

- (2) A representative of a foreign government; or
- (3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DOD antiterrorism/force protection can be obtained from (Contracting Officer to insert applicable information cited in PGI 225.7403-1).

(End of clause)

252.222-7002 Compliance with Local Labor Laws (Overseas).

As prescribed in 222.7201(a), use the following clause:

COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (JUN 1997)

(a) The Contractor shall comply with all

(1) Local laws, regulations, and labor union agreements governing work hours; and

(2) Labor regulations including collective bargaining agreements, workers' compensation, working conditions, fringe benefits, and labor standards or labor contract matters.

(b) The Contractor indemnifies and holds harmless the United States Government from all claims arising out of the requirements of this clause. This indemnity includes the Contractor's obligation to handle and settle, without cost to the United States Government, any claims or litigation concerning allegations that the Contractor or the United States Government, or both, have not fully complied with local labor laws or regulations relating to the performance of work required by this contract.

(c) Notwithstanding paragraph (b) of this clause, consistent with paragraphs 31.205-15(a) and 31.205-47(d) of the Federal Acquisition Regulation, the Contractor will be reimbursed for the costs of all fines, penalties, and reasonable litigation expenses incurred as a result of compliance with specific contract terms and conditions or written instructions from the Contracting Officer.

(End of clause)

252.233-7001 Choice of Law (Overseas). (JUN 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for the hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(End of clause)

Following local clauses are incorporated into this in full text –

(a) CONCILIATION –

(a) Except as otherwise provided in this contract, any disagreement arising under this contract which is not resolved by the parties to this contract may be submitted to the U.S.-Japan Joint Committee for Conciliation, in accordance with paragraph 10, Article XVIII, of the Status of Forces Agreement under Article VI of the Treaty of Mutual Cooperation and Security between Japan and the United States of America. Request by the Contractor for conciliation shall be made in accordance with the procedures provided herein.

(b) In the event the Contractor desires conciliation after the decision of the Contracting Officer has been served upon him, he will first file his appeal from such findings of fact within the time limits described therein before filing request for conciliation with the Joint Committee and then request for appellate authority under the clause of this contract entitled DISPUTES to suspend its action on his appeal until such time as the Joint Committee has had an opportunity for effecting conciliation.

(c) The request for conciliation will be submitted by the Contractor through the nearest local Japanese Defense Facilities Administration Bureau to the Contract Conciliation Panel of the Joint Committee. Upon the filing of the request with the Joint Committee, the Contractor will immediately notify the Contracting Officer in writing that the request for conciliation has been filed.

(d) In the event the disagreement submitted to the Joint Committee under subparagraph (b) above has been received through conciliation, it will be the responsibility of the Contractor to notify the appellate authority designated in the clause of this contract, entitled DISPUTES, of the settlement of the dispute and to withdraw his appeal.

(e) In the event the Contractor who has submitted a request for conciliation to the Joint Committee under subparagraph (b) above desires, notwithstanding the pending request for conciliation, that action by the appropriate authority under the clause of this contract entitled DISPUTES be resumed on his appeal, it is his responsibility to so request the said authority in writing. The Joint Committee shall be immediately informed by the Contractor of his action taken hereunder.

(f) No request for conciliation can be submitted to the Joint Committee in the case of a dispute upon which the final decision of the appropriate authority under the clause of this contract entitled DISPUTES has been rendered. Pending a hearing before the conciliation panel the Contractor shall proceed diligently with the performance of the contract and in accordance with

the Contracting Officer's decision. The provisions of this clause shall not prejudice any right which the parties to the contract may have to file a civil suit.

(End of clause)

(b) CONSUMPTION TAX –

(a) The Governments of the United States and Japan have agreed that this contract is exempt from the Japanese Consumption Tax.

In accordance with paragraph (c) of the clause FAR 52.229-6, "TAXES -- FOREIGN FIXED-PRICE CONTRACTS," the offerors or quoters shall not include the Consumption Tax (including underlying taxes) in their proposal or quotations. By submission of your proposal or quotation, you are certifying that your proposal or quotation does not contain any such tax. The following U.S. Government (USG) proof of purchase forms shall be used to claim the exemption at tax offices:

USG Standard Form 1034
USG Standard Form 1113
USG Standard Form 44
Department of Defense Form 1155
Navy Comptroller Form 2277

(b) The Contractor shall retain the appropriate USG proof of purchase forms set forth above for a period of seven (7) years. In addition, the Contractor shall maintain adequate records containing all pertinent information with regard to the claiming of Consumption Tax exemptions related to this contract. These records shall be subject to review by the Contracting Officer, or his or her designated representative, at any time up to seven (7) years from the date of final payment under this contract.

(c) Any questions concerning the applicability of the Consumption Tax should be directed to the appropriate local tax office.

(End of clause)

(c) CUSTOMS AND TAX EXEMPTION –

(a) The Contractor shall, notwithstanding any other clause in this contract to the contrary, be required to submit a request in writing to the Contracting Officer for issuance of a Tax Exemption Certificate for any import duties and all taxes paid or to be paid from which the U.S. Government is entitled to an exemption. These taxes and duties are enumerated in Article XII of the Status of Forces Agreement under Article VI of the Treaty of Mutual Cooperation and Security between the Governments of the United States of America and Japan, regarding facilities areas and the status of United States Armed Forces in Japan. The Contractor's request shall include the following information:

- (1) Name of contractor;
- (2) Contract number and job order number (if applicable);
- (3) Nomenclature of taxable material to be delivered and intended use;
- (4) Quantity of taxable material used or to be delivered; and
- (5) Period of taxable material use.

(b) In the case of gasoline and other petroleum products, the Contractor shall be responsible for making every reasonable effort to determine the accuracy of his figures on consumption. In this regard, the Contractor shall, upon request of the Contracting Officer, present all available data used by the Contractor as the basis for determining such figures. The Contractor shall be required to maintain adequate records containing all pertinent information with regard to the above requirements. Further, these records shall be subject to review by the Contracting Officer at any time up to three years from the date of final payment under this contract.

(End of clause)

Part III

Section J - List of Documents, Exhibits, and Other Attachments

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Part IV

Section K - Representations, Certifications, and Other Statements of Bidders

52.204-8 -- Annual Representations and Certifications.

Annual Representations and Certifications (Jan 2006)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 561439.

(2) The small business size standard is \$6.5-million..

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

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (c) applies.

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

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov> . After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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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.

(End of Provision)

52.212-3 -- Offeror Representations and Certifications -- Commercial Items.

Offeror Representations and Certifications -- Commercial Items (May 2008)

An offeror shall complete only paragraph (l) of this provision if the offeror has completed the annual representations and certificates 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 (k) 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.

“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.

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

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

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

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

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

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

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

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

(b) 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 (b)(3) through (b)(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 _____

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

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

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

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

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, 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):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
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, * not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to

provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that 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. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

(g)

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian or Moroccan end product,” “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 or Moroccan 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 or Moroccan End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

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. 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. 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;

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

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

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

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

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

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

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the

taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

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

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

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

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

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the

corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

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

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

(2) Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

(l)

(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (l)(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 representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. [Offeror to identify the applicable paragraphs at (b) through (k) 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.]

(End of Provision)

252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country.

DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A
TERRORIST COUNTRY (OCT 2006)

(a) Definitions. As used in this provision—

(1) “Government of a terrorist country” includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) “Terrorist country” means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, North Korea, Sudan, and Syria.

(3) “Significant interest” means—

(i) Ownership of or beneficial interest in 5 percent or more of the firm’s or subsidiary’s securities. Beneficial interest includes holding 5 percent or more of any class of the firm’s securities in “nominee shares,” “street names,” or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure. If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include—

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

(End of provision)

252.209-7002 Disclosure of Ownership or Control by a Foreign Government.

DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT

(JUN 2005)

(a) Definitions. As used in this provision—

(1) “Effectively owned or controlled” means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror’s officers or a majority of the Offeror’s board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) “Entity controlled by a foreign government”—

(i) Means—

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) “Foreign government” includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.

(4) “Proscribed information” means—

- (i) Top Secret information;
- (ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);
- (iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;
- (iv) Special Access Program (SAP) information; or
- (v) Sensitive Compartmented Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) Disclosure. The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror’s immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror’s Point of Contact for Questions about Disclosure

(Name and Phone Number with Country Code, City Code
and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government	Description of Interest, Ownership Percentage, and Identification of Foreign Government
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(End of provision)

Section L - Instructions, Conditions, And Notices To Bidders

52.212-1 -- Instructions to Offerors -- Commercial Items.

Instructions to Offerors -- Commercial Items (Apr 2008)

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

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(l) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or

reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

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

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

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

(2)

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

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

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

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

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

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

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

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

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

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

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section

Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925)

Facsimile (202 619-8978).

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

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

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

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

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

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

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

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

(iii) Ordering from DODSSP, Building 4 Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697/2197, Facsimile (215) 697-1462.

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

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

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer shall proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

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

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

(End of Provision)

1.0 FLAT RATE PRICES - The Government requires Firm-Fixed Price offers that provide Flat Rate Prices for all supplies and services sought.

The term "Flat Rate Pricing" means one monthly lease price for each Volume Band or Item throughout all months of the contract. An example of "Flat Rate Pricing" is a offer of \$100.00 per month for each Volume Band 1A piece of equipment for all months of the contact. This \$100 price per month does not change throughout the contract period.

Whenever the Government exercises an option to increase the quantity of equipment, the price for the additional equipment shall be identical to the price already charged for all other machines of that volume band.

This price shall remain unchanged throughout the remaining contract period, coterminous.

2.0 OPERATIONAL LEASE - DAPS intends to enter into an operational lease—not a capital lease. (The capital lease criterion is set forth in the DOD’s Federal Management Regulation.)

2.1 Ownership of equipment shall **not** transfer to the government at any time, including at the end of the lease.

2.2 Offerors shall provide lease pricing for leases where, throughout the entire lease, ownership of the equipment remains with the offeror.

2.3 Offerors shall not provide prices for lease-to-own type leases.

3.0 PREMATURE DISCONTINUANCE PROVISIONS – P premature termination charges are waived - The Contractor shall not propose, nor shall the Contractor bill premature termination charges for equipment that is removed because the end user (as set forth on the implementation schedule) is abolished or disestablished or because sufficient funds have not been appropriated to continue the contracts.

3.1 The contractor shall not price, nor shall the contractor charge DAPS any premature termination charges. These charges would occur when the equipment is removed or cancelled due to the end user’s official reorganization or downsizing. They would also occur in any instance where the decision necessitating return of the equipment to the contractor is outside the end user’s control. Examples of this situation would include, but is not limited to, mobilization, physical relocation to another facility, termination for convenience, termination for cause, etc.

Section M - Evaluation Factors for Award

NOTE: Throughout the solicitation, any reference to evaluation of Options shall be interpreted as evaluation of only optional periods and shall not include evaluation of optional added quantities.

52.212-2 -- Evaluation -- Commercial Items.

Evaluation -- Commercial Items (Jan 1999)

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

1. Technical acceptability to the extent that equipment and services offered satisfy the stated requirements of this acquisition
2. Past performance as it relates to cost.
3. Price

Technical and past performance, when combined, are more important than Price.

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

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

(End of Provision)

52.217-5 -- Evaluation of Options.

Evaluation of Options (Jul 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

- 1.0** Award shall be made to the lowest priced, technically acceptable offer as follows -.
 - 1.1** Equipment proposed is judged to be technically acceptable and satisfies ALL requirements stipulated in this RFQ.
 - 1.1.1** The contractor shall receive only one technical rating for their entire proposal – either Satisfactory or Unsatisfactory.
 - 1.2** Acceptable past technical performance.
 - 1.2.1** Each contractor shall receive one of three ratings – Satisfactory, Neutral (when no past performance is cited) or Unsatisfactory.
- 2.0** The Contractor must have a demonstrated history of Acceptable past cost performance.
- 3.0** The Contractor shall be registered in CCR.
- 4.0** The Contractor shall not be on the Excluded Parties List in either its present, or a past form

- 5.0** The Government shall evaluate all offers received and make award using a “Lowest Price Technically Acceptable” methodology as outlined at FAR 101-2.
 - 5.1** The evaluation of offers shall occur in two sequential stages:
 - 5.1.1** Technical evaluation determines whether proposals are technically acceptable or unacceptable, followed by
 - 5.1.2** Price evaluation. Prices of technically acceptable proposals shall be compared against each other. Award will usually be to the lowest priced of these offers.

- 6.0** Evaluation of offers shall be made using the criteria:
 - 6.1** Technical
 - 6.2** Past Performance (if submitted).
 - 6.3** Price.

- 7.0** The criteria shall be rank ordered as follows:
 - 7.1** Technical is more important than Price, and
 - 7.2** Price is more important than past performance, and
 - 7.3** Where, the rank order conditions are defined as:
 - 7.3.1** Significantly More Important. The criterion is considerably more important than another criterion. Criterion receives far more importance than another criterion.
 - 7.3.2** More Important. The criterion is of greater value than another criterion, but not as much as a significantly more important criterion. Criterion is given more importance than a lesser criterion.

7.3.3 Approximately Equal. The criterion is essentially equal in value to another criterion; any difference is very slight.

8.0 All conclusions reached by the Source Selection shall be unilateral to the Government and may not be appealed.

8.1 Other than a given firm's own offer, the deliberations, critiques and analysis of offers conducted by the Government's Source Selection Team are Source Selection Sensitive and shall not be disclosed, discussed or divulged to any third-party.

8.2 Only those elements of the successful offer necessary for publication of the contract shall be entered into the Public Record.

8.2.1 Generally, those elements necessary for award are the Price Schedule, and those terms proffered by the successful offeror that have been accepted by the Government.

8.2.2 All other information contained in the offer is confidential communication between the offeror and the Government and shall remain as such.

9.0 Further, if non-price factors between two or more offers are evaluated as approximately equal, price may become the determinative factor; in this situation, and should price fail to be determinative, award of the contract shall be made by the flip of a U.S. 25-cent coin (a quarter).

NOTE: Offerors are cautioned that award may not be made to the lowest price offered. Award shall be made to the Lowest Priced Technically Acceptable offer.