

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER F3H4A18113A001		PAGE 1 OF 39	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER FA4600-08-T-0019	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ASHLEY S. TAILLARD		b. TELEPHONE NUMBER (No Collect Calls) 402-294-7703		8. OFFER DUE DATE/LOCAL TIME 20-Aug-2008 12:00 PM 08 Sep 2008	
9. ISSUED BY 55 CONTRACTING SQUADRON 101 WASHINGTON SQ BLDG 40 OFFUTT AFB NE 68113-2107  TEL: 402 232-1449 FAX:		CODE FA4600		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input checked="" type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 500 NAICS: 334516		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO F3H4A1 - 55MDSS DONALD WEIGNER 2501 CAPEHART RD OFFUTT AFB NE 68113 TEL: 294-9433 FAX:		CODE F3H4A1		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR   TEL. FACILITY CODE		CODE		18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>						
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:			

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

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

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )	
		42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Hematology Analyzer FFP Cost per test hematology analyzer unit to be used at the 55th Medical Group, Offutt AFB, NE from 1 Oct 2008 through 30 Sep 2009 with four option years. Not to exceed approx. 1094 tests per month to include controls. See statement of need for details. FOB: Destination PURCHASE REQUEST NUMBER: F3H4A18113A001 SIGNAL CODE: A	12	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Hematology Analyzer FFP Cost per test hematology analyzer unit to be used at the 55th Medical Group, Offutt AFB, NE from 1 Oct 2009 through 30 Sep 2010 with four option years. Not to exceed approx. 194 tests per month to include controls. See statement of need for details. FOB: Destination PURCHASE REQUEST NUMBER: F3H4A18113A001 SIGNAL CODE: A	12	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	Hematology Analyzer FFP Cost per test hematology analyzer unit to be used at the 55th Medical Group, Offutt AFB, NE from 1 Oct 2010 through 30 Sep 2011 with four option years. Not to exceed approx. 194 tests per month to include controls. See statement of need for details. FOB: Destination PURCHASE REQUEST NUMBER: F3H4A18113A001 SIGNAL CODE: A	12	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 OPTION	Hematology Analyzer FFP Cost per test hematology analyzer unit to be used at the 55th Medical Group, Offutt AFB, NE from 1 Oct 2011 through 30 Sep 2012 with four option years. Not to exceed approx. 194 tests per month to include controls. See statement of need for details. FOB: Destination PURCHASE REQUEST NUMBER: F3H4A18113A001 SIGNAL CODE: A	12	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001 OPTION	Hematology Analyzer FFP Cost per test hematology analyzer unit to be used at the 55th Medical Group, Offutt AFB, NE from 1 Oct 2012 through 30 Sep 2013 with four option years. Not to exceed approx. 194 tests per month to include controls. See statement of need for details. FOB: Destination PURCHASE REQUEST NUMBER: F3H4A18113A001 SIGNAL CODE: A	12	Months		

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NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-OCT-2008 TO 30-SEP-2009	N/A	F3H4A1 - 55MDSS DONALD WEIGNER 2501 CAPEHART RD OFFUTT AFB NE 68113 294-9433 FOB: Destination	F3H4A1

1001	POP 01-OCT-2009 TO 30-SEP-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3H4A1
2001	POP 01-OCT-2010 TO 30-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3H4A1
3001	POP 01-OCT-2011 TO 30-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3H4A1
4001	POP 01-OCT-2012 TO 30-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F3H4A1

### CLAUSES INCORPORATED BY REFERENCE

52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.212-1	Instructions to Offerors--Commercial Items	JUN 2008
52.217-5	Evaluation Of Options	JUL 1990
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-14	Limitations On Subcontracting	DEC 1996
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-1	Payments	APR 1984
52.232-18	Availability Of Funds	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.253-1	Computer Generated Forms	JAN 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7006	Billing Instructions	OCT 2005
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.212-7000	Offeror Representations and Certifications- Commercial Items	JUN 2005
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7012	Instruction to Offerors (Count-Of-Articles)	DEC 1991
252.237-7014	Loss or Damage (Count-Of-Articles)	DEC 1991
252.237-7016	Delivery Tickets	DEC 1991
252.237-7018	Special Definitions of Government Property	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.246-7000	Material Inspection And Receiving Report	MAR 2008

## CLAUSES INCORPORATED BY FULL TEXT

## 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

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

Price and price alone.

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

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

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUN 2008)  
ALTERNATE I (APR 2002)

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

(a) Definitions. As used in this provision:

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

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

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

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

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

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Service-disabled veteran-owned small business concern--

- (1) Means a small business concern--
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

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

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

(2) The management and daily business operations of which are controlled by one or more veterans.

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

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

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

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

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

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

(Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any.)

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

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

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

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

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

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

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

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

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

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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

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

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

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

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

(Check one of the following):

Average Annual

## Number of Employees Gross Revenues

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

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

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

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

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

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

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

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

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

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

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

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

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

\_\_\_ Individual/concern, other than one of the preceding.

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

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

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

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

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

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

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

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

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that 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.  
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[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 (*Jan 2004*). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian End Products:

Line Item No.:

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

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

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). (The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are

included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b.)

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
•	•
•	•
•	•

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

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

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

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

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

(2) ( ) Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

( ) TIN: -----.

( ) TIN has been applied for.

( ) TIN is not required because:

( ) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

( ) Offeror is an agency or instrumentality of a foreign government;

( ) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

( ) Sole proprietorship;

( ) Partnership;

( ) Corporate entity (not tax-exempt);

( ) Corporate entity (tax-exempt);

( ) Government entity (Federal, State, or local);

( ) Foreign government;

( ) International organization per 26 CFR 1.6049-4;

( ) Other -----.

(5) Common parent.

( ) Offeror is not owned or controlled by a common parent;

( ) Name and TIN of common parent:

Name -----.

TIN -----.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 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 check as appropriate.)

  X   (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

     (2) 52.219-3, Notice of HUBZone Small Business 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) [Removed].

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

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

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

(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) (U.S.C. 657 f).

(15) 52.219-28, Post Award Small Business Program Rerepresentation (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).

\_X\_ (21) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

\_X\_ (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).

\_X\_ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

\_X\_ (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) FAR 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, 109-53 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).

\_X\_ (31) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (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).

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

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

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

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

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(7) 52.237-11, Accepting and Dispensing of \$1 Coin (AUG 2007)(31 U.S.C. 5112(p)(1)).

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(iii) 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).

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

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

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

(vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

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

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(x) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary

of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months.

(End of clause)

### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

### 252.212-7001 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 Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).

(15)  252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(16)  252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

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

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

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

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

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

(1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

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

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

(End of clause)

#### 5352.201-9101 OMBUDSMAN (10 AUG 2005)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMBC A-76 competition performance decisions).

(c) If resolution cannot be made by the contracting officer, concerned parties may contact the Center/MAJCOM ombudsmen,

Mr. Raymond Carpenter  
129 Andrews Street Suite 102  
Langley AFB, VA 23665-2769

Phone: (757) 764-5371, Fax: (757) 764-4400

Concerns, issues, disagreements, and recommendations that cannot be resolved at the MAJCOM/DRU level, may be brought by the concerned party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (703) 588-7004, facsimile number (703) 588-1067.

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer.

(End of clause)

#### 5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODSs) (APR 2003)

(a) Unless the requiring activity has obtained prior Senior Acquisition Official (SAO) approval, contractors may not:

(1) Provide any service or product with any specification, standard, drawing, or other document that requires the use of a Class I ODS in the test, operation, or maintenance of any system, subsystem, item, component, or process; or

(2) Provide any specification, standard, drawing, or other document that establishes a test, operation, or maintenance requirement that can only be met by use of a Class I ODS.

[Note: This prohibition does not apply to manufacturing.]

(b) For the purposes of Air Force policy, the following products that are pure (i.e., they meet the relevant product specification identified in AFI 32-7086) are Class I ODSs:

(1) Halons: 1011, 1202, 1211, 1301, and 2402;

(2) Chlorofluorocarbons (CFCs): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC-213, CFC-214, CFC-215, CFC-216, and CFC-217, and the blends R-500, R-501, R-502, and R-503; and

(3) Carbon Tetrachloride, Methyl Chloroform, and Methyl Bromide.

[NOTE: Material that use one or more of these Class I ODSs as minor constituents do not meet the Air Force definition of a Class I ODS.]

(c) The requiring activity has obtained SAO approval to permit the contractor to use the following Class I ODS(s):  
Class I ODS/ Application or Use/Quantity (lbs.) per contract period of performance.

(d) The offeror/contractor is required to notify the contracting officer if any Class I ODS that is not specifically listed above is required in the test, operation, or maintenance of any system, subsystem, item, component, or process.

#### 5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (JUN 1997)

(a) In performing work under this contract on a Government installation, the contractor shall:

(1) Comply with the specific health and safety requirements established by this contract;

(2) Comply with the health and safety rules of the Government installation that concern related activities not directly addressed in this contract;

- (3) Take all reasonable steps and precautions to prevent accidents and preserve the health and safety of contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and
- (4) Take such additional immediate precautions as the contracting officer may reasonably require for health and safety purposes.
- (c) The contracting officer may, by written order, direct Air Force Occupational Safety and Health Standards (AFOSH) and/or health/safety standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the Changes clause of this contract.
- (d) Any violation of these health and safety rules and requirements, unless promptly corrected as directed by the contracting officer, shall be grounds for termination of this contract in accordance with the Default clause of this contract.

#### 5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (JUN 2002)

- (a) The contractor shall obtain base identification and vehicle passes for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.
  - (b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or security police for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and one copy of this contract to obtain a vehicle pass.
  - (c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.
  - (d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-101, Volume 1, The Air Force Installation Security Program, and AFI 31-501, Personnel Security Program Management, as applicable.
  - (e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.
  - (f) Failure to comply with these requirements may result in withholding of final payment.
- (End of clause)

#### 5352.242-9001 COMMON ACCESS CARDS (CACs) FOR CONTRACTOR PERSONNEL (AUG 2004)

- (a) For installation(s)/location(s) cited in the contract, contractors shall ensure Common Access Cards (CACs) are obtained by all contract or subcontract personnel who meet one or both of the following criteria:
  - (1) Require logical access to Department of Defense computer networks and systems in either:
    - (i) the unclassified environment; or
    - (ii) the classified environment where authorized by governing security directives.

(2) Perform work which requires the use of a CAC for installation entry control or physical access to facilities and buildings.

(b) Contractors and their personnel shall use the following procedures to obtain CACs:

(1) Contractors shall provide a listing of personnel authorized a CAC to the contracting officer. The contracting officer will provide a copy of the listing to the government representative in the local organization designated to authorize issuance of contractor CACs (i.e., "authorizing official").

(2) Contractor personnel on the listing shall each complete and submit a DD Form 1172-2 or other authorized DoD electronic form to the authorizing official. The authorizing official will verify the applicant's name against the contractor's listing and return the DD Form 1172-2 to the contractor personnel.

(3) Contractor personnel will proceed to the nearest CAC issuance workstation (usually the local Military Personnel Flight (MPF) with the DD Form 1172-2 and appropriate documentation to support their identification and/or citizenship. The CAC issuance workstation will then issue the CAC.

(c) While visiting or performing work on installation(s)/location(s), contractor personnel shall wear or prominently display the CAC as required by the governing local policy.

(d) During the performance period of the contract, the contractor shall:

(1) Within 7 working days of any changes to the listing of the contract personnel authorized a CAC, provide an updated listing to the contracting officer who will provide the updated listing to the authorizing official;

(2) Return CACs in accordance with local policy/directives within 7 working days of a change in status for contractor personnel who no longer require logical or physical access;

(3) Return CACs in accordance with local policy/directives within 7 working days following a CACs expiration date; and

(4) Report lost or stolen CACs in accordance with local policy/directives.

(e) Within 7 working days following completion/termination of the contract, the contractor shall return all CACs issued to their personnel to the issuing office or the location specified by local policy/directives.

(f) Failure to comply with these requirements may result in withholding of final payment.

(End of clause)

## LOCAL REQUIREMENTS

14 Feb 08

### A. INVOICE SUBMISSION AND PAYMENT

ELECTRONIC SUBMISSION OF INVOICES AND RECEIVING REPORTS IS  
MANDATORY in accordance with DFARS 252.232-7003

1. ELECTRONIC SUBMISSION VIA WIDE AREA WORKFLOW (WAWF): Contractors must register and begin submitting electronic invoices immediately through the Wide Area Workflow Receipt and Acceptance Internet site: <https://wawf.eb.mil/>. On line training is available at <http://www.wawfraining.com> unless unable to do so. Use the

following data elements to invoice for services or supplies procured via this contract. The award document number is located in the lower right-hand corner.

Invoice Type: Invoice and Receiving Report: Combo		
Description	SF1449	DD1155
	Located in Block	
Contract Number	2	1
Delivery Order	4	2
Cage Code	17a	9
Paying Office	18a	15
Inspection	See Schedule: INSPECTION AND ACCEPTANCE	
Acceptance	See Schedule: INSPECTION AND ACCEPTANCE	
Issue Date	3	3
IssueBy DoDAAC	9	6
Admin DoDAAC	16	7
Ship to Code	16	7
Ship to Code Extension	15	14
Services or Supplies	Based on majority of requirement as determined by monetary value	
Shipment Number	Contractor Shipment Number, Invoice Number (supplies) or period of performance (service). Limitation: 13 characters	
Final Invoice?	<i>Changing "N" (no) to "Y" (yes) will terminate your ability to invoice against this contract and deobligated remaining funds. Change "N" to "Y" for the final invoice ONLY.</i>	
Send Additional Email Notification To: ashley.taillard@offutt.af.mil		

## 2. PAYMENT WILL BE MADE BY:

Defense Finance and Accounting Service  
DFAS-FVB/LI  
27 Arkansas Road  
Limestone, ME 04751-1500

Contact DFAS-FVB/LI to check payment status at (800) 390-5620 or (207) 328-5620 or via website [www.dfas.mil](http://www.dfas.mil): (Commercial Pay, then Vendor Pay Inquiry System (VPIS), then Non-MOCAS System: then Query by Contract Number, EFT Trace Number, DUNS Number or Cage Code)

## B. CHANGES TO THIS CONTRACT / PURCHASE ORDER / DELIVERY ORDER

The Contracting Officer (CO) is the only person authorized to approve changes or modify any of the requirements under this contract and, notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely with the CO. In the event the Contractor effects any such change at the direction of any person other



A memorandum shall be prepared for each follow-on/replacement employee who is not provided with the initial group of employee data. Each shall be provided no later than 3 business days prior to the proposed individuals start date.

2. If an individual is denied a base pass/access to the installation, the contractor is not prohibited from hiring that individual for work on this contract as long as the work entailed does not require the individual to have physical access to Offutt AFB or any of its facilities. Employees who refuse to complete the form will be denied access to the installation.

3. All illegal aliens are considered unauthorized individuals and will be barred from the base. Illegal aliens attempting entry or found on the installation (if incorrectly issued a pass) will be processed as an unauthorized individual and removed from the installation. In addition to notifying the contractor of the illegal alien, the Offutt AFB Security Forces will notify AF Office of Special Investigations, local police and the US Immigration and Customs Enforcement office. Contractors are prohibited from hiring illegal aliens for work on a Government contract and the other Government agencies contacted upon discovery of the illegal may seek corrective and/or punitive actions pursuant to law against the hiring organization if violations occur.

4. The below list, which is to be verified every 30 days during contract performance, identifies reasons why an individual, if they are identified during the NCIC check, would be denied access to Offutt AFB:

**Disqualifiers that would deny contract employee's entry/access to the installation or its facilities:**

- U.S. Citizenship, immigration status, or Social Security Account Number cannot be verified.
- Wanted by federal or civil law enforcement authorities, regardless of offense or violation.
- Conviction of firearms or explosives violation within the past three years.
- Incarcerated for 12 months or longer within the past three years, regardless of offense or violation.
- Conviction of espionage, sabotage, treason or terrorism, murder, sexual assault, armed assault/robbery, rape, child molestation, drug possession with intent to sell, or drug distribution.
- Name appears on any federal agency's "watch list" or "hit list" for criminal behavior or terrorist activity.
- Any other criminal activity identified on the NCIC check that the Wing Commander determines to be so serious as to pose a possible threat to the safety and security of base personnel and facilities.

5. A 100% Base Pass check is required for all contractors (even if a passenger in an authorized vehicle) and contract vehicles entering the installation. Contractors are not authorized to bring guests or other contract employees onto the installation unless those individuals are personally in possession of a base pass or Government Identification card.

**F. MOTOR VEHICLE OPERATION ON BASE**

1. Contractor personnel are advised that seat belt usage is mandatory at all times on Offutt AFB. Nebraska state law requires the use of restraints in a vehicle. Air Force Instruction 31.204, Air Force Motor Traffic Supervision, prescribes that installation commanders must ensure drivers comply with state and local traffic laws both on and off base. Accordingly, while on Offutt AFB, operators and passengers must wear restraints and may be ticketed by Offutt security personnel for failure to comply. Repeated offenses on Offutt AFB will result in the loss of on-base driving privileges and could have an adverse affect on you ability to perform your contract.

2. Contractor personnel are advised that Vehicle operators on a DoD installation and operators of Government owned vehicles will not use cell phones unless the vehicle is safely parked or unless they are using a hands-free device. The wearing of any other portable headphones, earphones, or other listening devices (except for hands-free cellular phones) while operating a motor vehicle is prohibited (DoD Joint Motor Vehicle Traffic Supervision Regulation, paragraph 4-2). Using a cell phone while driving, without a hands free device will be considered a "primary offense", meaning that violators will be able to be stopped and ticketed solely for this

offense. Repeated offenses on Offutt AFB will result in the loss of on-base driving privileges and could have an adverse affect on you ability to perform your contract.

#### G. ANTI-TERRORISM INFORMATION AND CONSIDERATIONS

1. Base Entry: All contractor vehicles will enter through the SAC Gate and have a proper vehicle search conducted. Exceptions to this policy will be coordinated through the contracting officer and appropriate security forces personnel.

2. Areas Off Limits: The following areas are off limits unless given specific permission, an escort, or work is to be performed in the area listed. Restricted areas, flight line area, General's row, dormitories (Bldgs 324, 326, 365, 367, 400 and 402), Bldg 500 complex, and gymnasiums (Offutt Field House and Frady Fitness Center). Travel to and from the worksite will be made by the most direct route possible.

3. Force Protection Conditions (FPCONS): FPCONS describe the progressive level of countermeasures in response to a terrorist threat to US military facilities and personnel. Force Protection Condition measures are used to deter terrorist attacks on DoD facilities and personnel by:

(1) Varying routines.

(2) Being sensitive to changes in the security atmosphere around DoD facilities and personnel.

The five FPCONS are defined as the following:

(1) Normal: This condition applies when a general global threat of possible terrorist activity exists and warrants a routine security posture

(2) Alpha: This condition applies when a general threat of possible terrorist activity against personnel and facilities, the nature and extent of which are unpredictable.

(3) Bravo: This condition applies when an increased and more predictable threat of terrorist activity exists.

(4) Charlie: This condition applies when an incident occurs or intelligence is received indicating some form of terrorist action or targeting against personnel or facilities is likely.

(5) Delta: This condition applies in the immediate area where a terrorist attack has occurred or when intelligence has been received that terrorist action against a specific location or person is imminent.

Contractors may be asked to leave the base or not be allowed to enter the base when in elevated FPCONS. For further information concerning FPCONS, contact the contracting administrator or contracting officer for additional guidance.

4. Contractors identified as mission essential, have been briefed on additional duties and responsibilities associated with increased FPCONS.

5. Suspicious Activities/Stolen Equipment: Please report any suspicious activity or stolen equipment to the Law Enforcement Desk at 294-6110.

6. Searches/Spot Checks: During increased Random Force Protection Measures (RAMs) contractors and their equipment are subject to search via RAMs at any time. Spot checks may also be conducted due to RAMs.

7. Identification: Contractor personnel must keep base issued identification on their person while working on base.

#### H. REQUIRED INSURANCE (IAW FAR 28-306(b))

Reference FAR clause entitled "Insurance . . ." the Contractor shall, at its own expense, procure and thereafter maintain the following kinds of insurance with respect to performance under the contract.

(1) Workmen's Compensation and Employers Liability Insurance as required by law except that if this contract is to be performed in a State which does not require or permit private insurance, then compliance with the statutory or administrative requirements in any such State will be satisfactory. The required Workmen's Compensation insurance shall extend to cover employer's liability for accidental bodily injury or death and for occupational disease with a minimum liability limit of \$100,000.

(2) General Liability Insurance. Bodily injury liability insurance, in the minimum limits of \$500,000 per occurrence shall be required on the comprehensive form of policy.

(3) Automobile Liability Insurance. This insurance shall be required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all automobiles used in connection with the performance of the contract. At least the minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage shall be required.

#### I. SALES TAX

Offutt Air Force Base is exempt from paying state and local taxes on purchases that it makes per the United States Constitution.

Nebraska Revised Statutes, Sec. 77-2704.02 and Nebraska Sales and Use Tax Regulations 1-12 and 1-72 implement this policy and are applicable to this purchase. The Nebraska Form 13, Nebraska Resale or Exempt Sale Certificate, is applicable to exempt taxes for contracts for services and commodities and labor on construction projects. 55 CONS can not provide signed Nebraska Forms 17, Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, to exempt State taxes for construction contract materials. Therefore, for construction only, per FAR 52.229-3 or 52.229-4, applicable Nebraska State tax costs for materials should be included in the bid/proposal submitted by the offeror/contractor.

#### STATEMENT OF NEED

### **Statement of Need**

1. To provide service for the cost per test lease agreement, contractor will provide a primary hematology analyzer, back-up and all necessary equipment needed to operate the analyzers. All equipment must meet National Committee on Clinical Laboratory Standards (NCCLS), Clinical Laboratory Improvement Amendments (CLIA) and College of American Pathologists (CAP) standards. Contractor will provide all transportation, labor, parts, tools, test equipment, reagents, consumables and service literature necessary to perform installation, scheduled maintenance/calibration inspection and unscheduled maintenance. It being understood that the price of the tests includes the cost of leasing one hematology analyzer with all computer system peripherals including the computer, monitor, printer, software, and cables, consumables, reagents and service that will be used to complete the tests. The contractor will only invoice for the amount of reagent ordered during the billing cycle:

#### 1.1. TESTS

Complete Blood Count (CBC)  
 White Blood Cell  
 Red Blood Cell

Estimated Tests/yr.  
 10,500

Hemoglobin  
 Hematocrit  
 Mean Corpuscular Volume  
 Mean Corpuscular Hemoglobin  
 Mean Corpuscular Hemoglobin Concentration  
 Red Blood Cell Distribution Width  
 Platelet Count (Optical platelet analysis)

#### 5-Part Differential

Neutrophil (Percent and absolute count)  
 Lymphocyte (Percent and absolute count)  
 Monocyte (Percent and absolute count)  
 Eosinophil (Percent and absolute count)  
 Basophil (Percent and absolute count)

### 1.2. CONTROLS/CALIBRATION/PROFICIENCY TESTING/TROUBLE SHOOTING/RERUNS

CBC/Diff

2,928

## 2. EQUIPMENT INCLUDED IN THE AGREEMENT

### 2.1. The Hematology Instrument (CBC plus 5 part differential) shall:

2.1.1. Perform accurate, sensitive 5 part differential (described above) without operator intervention. Flag, or otherwise notify operator of abnormal findings so that a manual procedure can be employed prior to reporting results through CHCS.

2.1.2. Provide accurate, optical platelet analysis with minimal impact from interfering substances/cell fragments.

2.1.3. Include fully integrated software which will allow for easy addition of new features by software and allow for easy submission of QC information for analysis. Software support must be for term of contract, to include all programming and service upgrades at no additional costs.

2.1.4. Minimize the number of reagents needed to perform a five-part differential. This will simplify inventory control, storage, and promote user effectiveness (less than 5 reagents are desired).

2.1.5. Utilize a bar code reader for patient and reagent identification. This will ensure patient safety requirements are complied with and for a more accurate tracking and eliminate the human error associated with manual entry.

2.1.6. Utilize touch sensitive LCD monitor or other comparable operator interface for ease of operation and operator training.

2.1.7. Allow for programmable patient limits and panic values. Notify operator when these limits are exceeded to allow for a manual procedure to be implemented prior to reporting values through CHCS.

2.1.8. Have a reagent log on the system and a visual on-line reagent level status.

2.1.9. Have a minimum storage capacity of 10,000 patient results allowing for review of suppressed patient information at the request of the physician or supervisor.

2.1.10. The instrument must have on-board tracking of reagents, calibrations, and controls.

2.1.11. Be capable of analyzing WBCs up to 200K/ul and platelets up to 1500K/ul reducing the potential for manual intervention and dilutions.

## 2.2. Other stipulations included in this agreement:

2.2.1. Provide one Uninterruptible Power Supply unit to allow work to continue during a time of power failure.

2.2.2. Provide Laboratory Interface to provide bidirectional data transfer to CHCS.

2.2.3. Must be able to interface with the existing Laboratory Information System (LIS), Composite Healthcare System (CHCS).

2.2.4. Must offer the ability to use bar coded specimens and host-query bidirectional interface between instrument and CHCS.

2.2.5. Provide documentation that the instrument and its reagents have necessary FDA approval to ensure laboratory is able to continue to retain accreditation with all regulatory agencies.

2.2.6. Provide instrument software upgrades at no cost during the term of the contract.

2.2.7. Perform correlation, precision, linearity and all other studies required during installation of system. These are necessary to satisfy accrediting agencies.

2.2.8. System must have engineering features to enable operator troubleshooting and enhance reliability.

2.3. Along with the equipment the contractor will provide off-site training for two (2) individuals to include transportation, food, and lodging during the first year. Additional on-site training shall be provided as necessary and at no extra charge.

## 3. INSTALLATION

3.1. Contractor will be responsible for performing all installation procedures to include validation, comparison and linearity studies.

4. Service program: Contractor to provide all transportation, labor, parts, tools, test equipment, and service literature necessary to perform scheduled maintenance/calibration inspection and unscheduled maintenance on the pieces of equipment for the period of time of agreement.

5. Location of Equipment: 55<sup>th</sup> Medical Group  
2501 Capehart Road  
Offutt AFB, Nebraska 68113-2160

6. Hours of service: Monday through Friday, 0800-1700 hours excluding federal government holidays.

7. Reporting Instructions: Before beginning and upon completion of any scheduled or unscheduled service call visit, the contractor's service representative will sign in and sign out with a representative of the Biomedical Equipment Maintenance Department (BMET), located in room GI17 on the ground floor of the hospital. Access to the hospital during heightened security may be hampered. The vendor shall hold the government harmless for delays caused by security. The two normal ways to access the facility will be to arrive at the entrance and call 402-294-7440 for an escort or to apply for a contractor's badge through the 55<sup>th</sup> Security Forces Squadron (recommended if accessing more than once per month). The BMET shop will assist with either option upon award.

## 8. FREQUENCY OF SERVICE

8.1. Scheduled calls will consist of Original Equipment Manufacturer (OEM) recommended preventive maintenance/calibration inspection intervals. Upon award of the contract, the vendor shall submit a scheduled maintenance plan indicating what months the maintenance will be performed. The numbers of inspections should be set at a minimum to what is available to non-military customers in OEM standard service agreements.

8.2. Unscheduled calls are calls deemed necessary to maintain equipment in good operating condition and will be unlimited in number.

## 9. RESPONSE TIME

9.1. Scheduled maintenance will be coordinated with Biomedical Equipment Maintenance at least three working days in advance. Phone 402-294-7440/9432.

9.2. For unscheduled maintenance when the equipment is usable, the contractor's representative is to arrive not later than 2 work days after a service request is originated. Technical support via telephone must be available for any reagent, software, and instrument problems between the hours of 8:00 AM and 4:00 PM CST. For unscheduled maintenance when the equipment is unusable, on-site service must be available within 24 hours of notification Monday – Friday, excluding national holidays. Defective parts and software shall be replaced/upgraded as necessary to continue operations at maximum efficiency/accuracy at no charge.

9.3. The contractor will respond only to requests placed by the Contracting Officer or their designated representative and the following 55<sup>th</sup> Medical Group maintenance personnel:

SMSgt James M. Mazurek, Supt. Medical Logistics Flight  
TSgt Brandon Porter, NCOIC, Biomedical Equipment Maintenance  
TSgt Clinton Matthews  
SSgt Ron Parks  
SrA Caleb Cumpston  
SrA Jose Talavera  
A1C Cristy Dates  
A1C Steven Walsh

## 10. REQUIRED SERVICES:

10.1. Scheduled maintenance: Inspections shall include, but not be limited to, the following:

10.1.1. Perform operational check of all systems and correct any deficiencies noted.

10.1.2. Verify that the system's internal and external calibrations are within manufacturer's specifications.

10.1.3. Clean and lubricate mechanical parts in accordance with applicable manufacturer's service manual.

10.1.4. Perform an electrical check out of the instrument and all accessories included in the contract and make electrical adjustments, as required, to insure compliance with manufacturer's specifications.

10.1.5. Replace excessively worn or defective parts. Excessively worn parts are those parts that if not replaced immediately may fail prior to the next scheduled visit.

10.1.6. Visually inspect exterior of all systems for damage and cleanliness and report any discrepancies to the Biomedical Equipment Maintenance Department.

10.1.7. Make mechanical adjustments to insure proper operation.

10.1.8. Consult with the equipment operator regarding equipment performance.

10.2. Unscheduled maintenance: The contractor will provide on-site repair support to correct all malfunctions that may occur. All tools, test equipment, parts, and supplies necessary to return the equipment to original operating specifications will be the responsibility of the contractor. Test equipment will have a current calibration traceable to National Bureau of Standards.

11. Replacement parts: The contractor shall use only new original equipment manufacturer of factory refurbished replacement parts in the performance of their contract. If required replacement parts are not immediately available to the contractor while performing scheduled or unscheduled service calls, the contractor shall notify the Biomedical Equipment Maintenance Department of the deficiency and deliver to the clinic all replacement parts required to complete the inspection in order to maintain the 95% uptime. The contractor shall not remove any item of USAF owned equipment from 55<sup>th</sup> Medical Group for service at the contractor's establishment without the written consent of the Biomedical Equipment Maintenance Department. Should it be necessary to remove the equipment from the facility for servicing, the contractor shall provide, at no additional cost to the government, a loaner like item.

12. Claims of Government Misuse or Abuse: If the contractor claims any service calls are the result of government abuse or misuse, the damage must immediately be shown to and verified by the Supt/NCOIC, Biomedical Equipment Maintenance before repairs are made. The Contracting Officer will resolve disagreement as to responsibility.

13. Reliability: All equipment must maintain a monthly percentage uptime of 95%, based upon the total number of hours in the month.

13.1. Uptime is defined as the time that the system is performing according to specification.

13.2. Down time is defined as the state when the system is deemed not available by the Supt/NCOIC Biomedical Equipment Maintenance due to breakdown, ongoing corrective maintenance, or failure to perform according to specifications. The period of downtime shall be from notification to the contractor until the equipment is presented to the government's representative in operating condition, ready to use. There shall include waiting time for a loaner, time for delivery and installation of replacement parts, and time elapsed after initial notification. Total downtime is the cumulative number of hours per month that the system is non-functional.

13.3. Scheduled routine preventive maintenance (PM) shall not be considered downtime. The contractor shall perform all preventive maintenance and calibration of components as indicated by the original equipment manufacturer's technical/service literature and general commercial practices offered to non-military customers. The scheduling of preventive maintenance services shall be coordinated with and approved by the Biomedical Equipment Maintenance Department.

#### 14. DOCUMENTATION:

14.1. At the completion of each schedule or unscheduled service call, ***the contractor shall provide the Biomedical Equipment Maintenance Department with a legible service report.*** The government representative will countersign the report. Service reports shall include:

14.1.1. Type of service: Scheduled or unscheduled.

14.1.2. A description of all services rendered during the visit.

14.1.3. A listing of any discrepancies that may still exist with any item on the contract.

14.1.4. If replacement parts are used, a complete list of parts used by part number. Except for exchange parts, replacement parts shall be returned to the Biomedical Equipment Maintenance Department at the completion of the required work. The completed service report shall be turned into the Biomedical Equipment Maintenance Department prior to the contractor's representative departing 55<sup>th</sup> Medical Group.

15. Payments: To be made monthly or quarterly based upon work accomplished.

16. Telephone Assistance: The contractor shall provide telephone assistance 24 hours a day for equipment covered under this contract. Telephone assistance shall be toll free to the government, and shall be manned by a qualified repair technician. The equipment operator shall be able to call and receive assistance in correcting problems with

equipment operation. If the problem is not corrected by telephone assistance, telephone trouble shooting time shall be included in on site response time.

17. Equipment Updates: The contractor shall furnish and install all software updates and equipment modifications normally provided by the manufacturer. Updates and modifications shall be furnished at no additional cost under the contract and installed at the next scheduled PM after the manufacturer makes them available.

18. Liability: The contractor will be held professionally liable for errors and/or omissions during the performance of this contract.

19. Safety: The contractor and contractor representative shall comply with Air Force safety standards at all times while on government property. In accordance with AFOSH Standards 91-8/91-501, and Federal Occupational Health and Safety agency (OSHA) standards, safe working practices shall be followed. These include, but are not limited to:

19.1. Wearing of seatbelts/shoulder harnesses at all times while driving on Offutt AFB.

19.2. Observe maximum speed limits, 25 MPH unless otherwise posted, on Offutt AFB.

19.3. Contractor personnel shall remove watches, rings, and jewelry prior to servicing electrical circuits.

19.4. If a unit is left in a non-operational state, it shall be tagged DO NOT OPERATE. The tag shall also include the name of the contracting company and the representative placing the tag on the equipment. The contractor shall comply with the Biomedical Equipment Maintenance Department's current lock out / tag out policy located in their shop.

19.5. Comply with the no smoking policy within 55<sup>th</sup> Medical Group

19.6. Report to the Biomedical Equipment Maintenance Department any problems with building utilities such as blown circuit breakers and defective/broken electrical receptacles.

19.7. Comply with all 55<sup>th</sup> Medical Group Fire Regulations.

20. Discounts: The contractor shall provide all discounts on new equipment, accessories, or supplies normally offered to non-military customers with OEM standard service plans. This shall include but is not limited to items like reduced rates on replacements hand-pieces, tubes, disposable supplies, etc.

## Volume Projections for Hematology Analyzer

10,500	Reportable test runs
1,095	Controls (3 levels daily)
165	Trouble-shooting (15% of daily controls)
1,530	Re-runs (15% of reportable test runs)

138	Proficiency and linearity
<b>13,428</b>	<b>TOTAL</b>

\*\*Note: These numbers do **NOT** include testing that will be performed by the manufacturer for the purpose of installation, correlation, calibration, and linearity for analyzer set-up.

\*\*Cost per test must include instrument, reagent, calibrators, controls, service, and training.