

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>		1. SOLICITATION NO. FA9101-08-B-0022	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 30 JUL 2008	PAGE OF PAGES 1 of 38
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.					
4. CONTRACT NO.		5. REQUESTION/PURCHASE REQUEST NO.		6. PROJECT NO.	
7. ISSUED BY AEDC PKE  AEDC/PKE 100 KINDEL DRIVE, SUITE A-332 ARNOLD AFB, TN 37389-1332  ERIC.YATSKO@ARNOLD.AF.MIL		CODE FA9101	8. ADDRESS OFFER TO AEDC/PKE 100 KINDEL DRIVE, SUITE A-332 ARNOLD AFB, TN 37389-1332 ERIC YATSKO		
9. FOR INFORMATION CALL: 		A. NAME ERIC S. YATSKO		B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 931-454-4347 X	
<b>SOLICITATION</b>					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".					
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no, date):  CLIN 0001 - Renovate Operations Bldg. 2nd Floor (Base Bid)  CLIN 0002 - Systems Furniture for Operations Bldg. 2nd Floor (Option I)  Disclosure of the Order of Magnitude is between \$1,000,000 and \$5,000,000  This award is being issued pursuant to the Small Business Competitiveness Demonstration Program					
11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>448</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See <u>FAR 52.211-10</u> .)					
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12B.)  <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				12B. CALENDAR DAYS  10	
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 7 by 2:00 P.M. (hour) local time 3 Sep 2008 (date) and will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.  B. An offer guarantee [ X ] is [ ] is not required. 20% BID BOND  C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.  D. Offers providing less than 31 Dec 2008 for Government acceptance after the date offers are due will not be considered and will be rejected.					

**OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>	15. TELEPHONE NO. <i>(Include area code)</i>
	16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i>
CODE	FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS ►

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGEMENT OF AMENDMENTS**

*(The offeror acknowledges receipt of amendments to the solicitation – give number and date of each)*

AMENDMENT NO.									
DATE									

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>	20B. SIGNATURE	20C. OFFER DATE
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**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA See Section G
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i> ►	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )
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26. ADMINISTERED BY CODE	27. PAYMENT WILL BE MADE BY  EFT:T
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**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>	31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>  ERIC S. YATSKO
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30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA  BY	31C. AWARD DATE
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ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
<b>0001</b>		1 Lot	_____
	<i>Noun:</i>	RENOVATE OPERATIONS BLDG. 2ND FLOOR (BASE BID)	
	<i>ACRN:</i>	U	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	J - FIRM FIXED PRICE	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>	In accordance with General Specification No. ANZY0400361, Dated 14 Apr 2005 and Drawings	
<b>0002</b>		1 Lot	_____
	<i>Noun:</i>	SYSTEMS FURNITURE OPS. BLDG. 2ND FLOOR (OPTION I)	
	<i>ACRN:</i>	U	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	J - FIRM FIXED PRICE	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>	In accordance with General Specification No. ANZY0400361-SF, Dated 26 Jun 2008, System Furniture List, Conventional Furniture List and Drawings. The Government reserves the right to exercise Option 1 from contract award date through 31 Dec 2008. The performance period for Option I shall be 448 calendar days after notice to proceed is issued for CLIN 0001 for the Base Bid.	

NO CLAUSES OR PROVISIONS IN THIS SECTION

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**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

**FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)  
52.246-13 INSPECTION -- DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS  
(AUG 1996)

ITEM	SUPPLIES SCHEDULE DATA	QTY	SHIP TO	MARK FOR	TRANS PRI	DATE
0001		1	FA9101	FA9101		ASREQ
	<i>Noun:</i>		RENOVATE OPERATIONS BLDG. 2ND FLOOR (BASE BID)			
	<i>ACRN:</i>		U			
	<i>Descriptive Data:</i>		<b>Contract Period of Performance for CLIN 0001 is 448 Calendar Days After Notice to Proceed.</b>			
			Mark For: FA9101-08-B-0022 Requisition Number:303594			

0002		1	FA9101	FA9101		ASREQ
	<i>Noun:</i>		SYSTEMS FURNITURE OPS. BLDG. 2ND FLOOR (OPTION I)			
	<i>ACRN:</i>		U			
	<i>Descriptive Data:</i>					
			Mark For: FA9101-08-B-0022 Requisition Number:303594			

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

**FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

52.211-12 LIQUIDATED DAMAGES -- CONSTRUCTION (SEP 2000)  
Para (a), Amount of liquidated damages. '\$161.00'

NO CLAUSES OR PROVISIONS IN THIS SECTION

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**OTHER CONTRACT CLAUSES IN FULL TEXT**

**AEDC-H001 DISPOSAL AREAS (MAY 2006)**

An approved disposal area is located about 2 miles from the construction site. This area is approved for surplus earth, stone, broken concrete, and building materials waste. Building materials waste also includes containers, dunnage, and other related items.

**AEDC-H002 EXISTING UNDERGROUND UTILITIES (MAY 2006)**

The location of existing underground utilities as shown on the contract drawings has been taken from as-built drawings. There may be underground utilities which are not shown on the contract drawings and these utilities may be dangerous if ruptured. If the Contractor unearths or strikes any underground utility not shown, the excavation work shall cease and the Contracting Officer shall be notified immediately. The Contractor shall determine with caution the exact location of such utilities and will not proceed with further excavation unless otherwise advised by the Contracting Officer.

**AEDC-H003 PROGRESS SCHEDULE (MAY 2006)**

(a) In accordance with FAR Clause 52.236-15, which is incorporated by reference in the Contract Clauses section of this solicitation, the Contractor shall submit three copies of a progress schedule (Air Force Form 3064) for review and approval by the Contracting Officer no later than five days after beginning work on the project site. The Contractor shall comply with the procedures for completing the form on the reverse of the Air Force Form 3064.

(b) When requesting payment for materials stored on site, the Contractor shall include stored materials as a separate work element on the progress schedule and submit paid invoices to support the request for payment.

**AEDC-H004 REQUIRED INSURANCE (MAY 2006)**

Pursuant to FAR clause 52.228-5, Insurance - Work on a Government Installation (JAN 1997) (Deviation) the contractor shall maintain the following minimum amounts of insurance:

TYPE	AMOUNT
Workers' Compensation & Employer's Liability Insurance	\$100,000
General Liability Insurance (Bodily Injury)	\$500,000 per occurrence
Automobile Liability	\$200,000 per person \$500,000 per occurrence for bodily injury \$20,000 per occurrence for property damage

**AEDC-H005 SAFETY (MAY 2006)**

The Contractor will obtain AEDC/SE coordination to assure adequate safety coverage. The Contractor shall take or cause to be taken such additional measures as the Contracting Officer may determine to be reasonably necessary for the protection of life and health of employees and other persons and for prevention of damage to property, materials, supplies, and equipment. The Contractor shall comply with safety rules (tags and work clearances) of the AEDC Support Contractor at interface points of new construction and modifications to existing systems and with AEDC Base Safety Standards.

### **AEDC-H006 SANITATION (MAY 2006)**

The Contractor shall provide toilet facilities in a ratio of not fewer than one for each 30 persons or fraction thereof. Connections to existing sanitary sewer manholes may be made. The Contractor shall supply drinking water from connections to the existing potable water system. The Contractor shall take proper precautions to protect the water system from damage and contamination. Any temporary connections made for drinking water or toilet facilities shall be removed by the Contractor in a manner satisfactory to the Contracting Officer before final acceptance of the work.

### **AEDC-H007 SECURITY RULES AND REGULATIONS (NOV 2007)**

Security Rules and Regulations  
For Unclassified Contracts

Security Rules and Regulations  
For Unclassified Contracts

Paragraph

1. General Security Requirements
2. Employee Listing and Badges
3. Citizenship
4. Vehicle Use
5. Traffic Laws
6. Private Cameras
7. Cellular Phone
8. Visitors
9. Labor Protests
10. Rooftop Access
11. Firearms
12. Security of Private Property & Vehicles Inspections:
13. Sponsoring Visitors
14. Reporting Requirements
15. Escort Requirements for Foreign Nationals Performing On Construction Projects
16. National Agency Check (NAC) Investigations
17. Operations Security (OPSEC) Requirements
18. Freedom of Information Act Program (FOIA)
19. Physical Security
20. Security Reviews/Exercises
21. References
22. Prescribed Forms
23. Abbreviations and Acronyms

1. **GENERAL SECURITY REQUIREMENTS:** The contractor shall comply with all security regulations and directives as identified herein and other security requirements shown elsewhere in this contract. These requirements apply to all contractors working on Arnold AFB that DO NOT have access to classified information in the performance of their contract. Arnold Engineering Development Center (AEDC) is a closed military installation, therefore the below requirements and procedures are prerequisites to the issuance of any government identification. Contractor requests for exceptions to the below requirements and procedures shall be addressed to the Contracting Officer/designee who will obtain an approval or disapproval from the installation commander who has the final authority on access issues.

2. **EMPLOYEE LISTING AND BADGES:** The contractor (company representative also known as the site superintendent) shall provide an updated GC Form 698, Contractor Employee Notice, listing each employee that will require access to prior to contract start. Badges and passes are issued at Visitor Control located adjacent to the main gate. Your contract monitor will provide Visitor Control a GC Form

700, Contract Clearance Request, which will identify the company representative. The company representative will provide a list of employees via the GC Form 698 to Visitor Control in person and will attach to the GC Form 698 copies of the birth certificate, Social Security Number, and state driver's license (if assigned). Visitor Control will not issue badges without this documentation or a current GC Form 700 on file. The badges are government property and must be retrieved and turned in upon completion of the contract. These badges must be presented at the gate for entry and displayed on the front of an outer garment and above the waist with the photograph visible at all times within the fenced area. The badge may be worn on a necklace/chain provided the badge remains visible outside the outer garment, above the waist, and the picture is shown outward.

NOTE: If displaying the badge on the outer garment in the immediate work area will create a safety hazard, then the badges can be removed and placed in the pocket of the individual. Upon departure of the immediate area, the badge will be displayed.

NOTE: Returning ID badges (if applicable) and Passes. Upon contract completion (to include employment termination), and before final payment can be made, the contractor shall ensure all ID badges (if applicable) have been turned in to the issuer and vehicle passes/decals have been returned to Visitor Control. Contractor employees terminating employment for any reason shall return all ID badges (if applicable) and vehicle passes/decals prior to departing the base.

3. CITIZENSHIP: All employees performing on this contract must be a US citizen or Registered Alien and show proof of citizenship. The AEDC host shall require that all Registered Aliens have in their possession their Permanent Resident Cards. A minimum lead-time of 14 business days is required to facilitate timely Permanent Resident Card validation. The visiting Lawful Permanent Resident (LPR) must provide color copies (front & back) of their Permanent Resident Card and their internal passport information (photo/documentation). Visiting LPRs having business with Aerospace Testing Alliance (ATA) must submit this documentation to the host and contractor security office. The contractor security office will coordinate directly with the AEDC Foreign Disclosure Office to complete the validation process and render a recommendation to authorize or deny access. All other visiting LPRs must submit their documentation directly to the Foreign Disclosure Office via mail. (Address: Foreign Disclosure Office, MS-2305, 251 Von Karman Road, Arnold AFB, TN 37389-2305) The Foreign Disclosure Office will provide a list of authorized LPR personnel to Visitor Control, allowing entry into the applicable areas. Registered Aliens not on an approved list will not be permitted entry into any part of Arnold AFB. If Registered Aliens failed to produce the proper Immigration and Naturalization Service (INS) credentials, they will be denied access to all portions of Arnold AFB. You will be held responsible for complying with federal statutes, which prohibit the hiring of illegal aliens and foreign nationals who are not authorized to work in the United States. Non-US citizens must be identified and present their resident alien cards to Pass and Identification to show proof that they have been legally admitted to the United States. Failure to show proof will result in entry being denied. Employment of Foreign Nationals by Contractors at Arnold Air Force Base: The use of Foreign Nationals in the performance of contracts on AEDC will require prior notification to the Contracting Officer. In accordance with U.S. Immigration and Naturalization Service Directive 210, all foreign nationals performing on contract in support of any Federal Government activity will provide to that activity, identification and authorization for the performance of work within the U.S., for each individual. Information shall consist of the following and copies attached to the GC Form 698 for Pass and Identification. (Visitor Control will not issue badges without this documentation or a current GC Form 700 on file.)

Name

Nationality

Place of birth (Birth Certificate)(Copy maintained at Visitor Control )

Date of birth

Social Security Number (Copy maintained at Visitor Control )

State driver license number (if assigned) (Copy maintained at Visitor Control )

Passport/Visa/Alien Registration Number(s) (Copy maintained at Visitor Control) Naturalization documents (Copy maintained at Visitor Control )

A foreign national is defined as any individual that is not a U.S. Citizen, regardless of any status or documentation promulgating the intent to become a U.S. Citizen. Any overt or negligent act in the lack of

prior reporting of any employee deemed to be a non-U.S. Citizen shall be determined to be a violation of contract. The violation shall be formally reported to all government activities or agencies deemed necessary.

4. **VEHICLE USE:** If a personal vehicle will be operated on the base the operator must possess a valid state driver's license, ID card (if applicable), proof of ownership (title, state registration, bill of sale or lease agreement) and proof of insurance are required to be available at all times. The employee shall be responsible for maintaining insurance that meets or exceeds the minimum requirements of state law.

5. **TRAFFIC LAWS:** The contractor and its employees shall comply with base traffic regulations and installation entry/exit security measures. Vehicle operators are subject to random vehicle inspections.

6. **PRIVATE CAMERAS:** Use of private cameras inside the mission area is not allowed in areas marked as "No Photography." If you need photographs of your job site, you should contact your contract monitor. Professional quality photo support can be provided by the base photo lab. Use of cameras in administrative areas is generally permitted.

7. **CELLULAR PHONE:** Cellular Telephones (private and government owned) are authorized for use on Arnold AFB except at facilities and/or areas where Facility. Managers or Safety Office has posted a policy prohibiting their use. A hands-free device must be utilized if a cell phone is used when driving.

8. **VISITORS:** To expedite entry into the mission area, during normal duty hours, call Visitor Control at Ext. #5453. During non-duty hours, call the Security Forces Control Center (SFCC) at Ext. #5662. Only the company representative can authorize visitors (US citizens) in conjunction with the specific contract.

9. **LABOR PROTESTS:** If your company becomes a target of a labor protest while you are working on the installation, you will be assigned a gate to enter and exit the mission area, other than the main gate. All your employees will be directed to utilize this strike gate.

10. **ROOFTOP ACCESS:** You and your contract monitor are reminded that you must have permission from the building manager before you can access the roof of any building.

11. **FIREARMS:** Are prohibited within the fenced mission area. Concealed carry permits are not valid on any part of Arnold AFB.

12. **SECURITY OF PRIVATE PROPERTY & VEHICLES INSPECTIONS:** Secure your private property. Be prepared for vehicle inspections any time you are on Arnold AFB property.

13. **SPONSORING VISITORS:** Contractors that sponsor another contractor's visit shall receive an endorsement from the prime contractor or Department of Defense (DoD) Representative and comply with specified requirements.

14. **REPORTING REQUIREMENTS:** Contractor personnel shall report to an appropriate authority, any information or circumstances of which they are aware may pose a threat to the security of DoD personnel, contractor personnel, resources, and classified or unclassified defense information. Reports may be made to the Security Police at 454- 5662, the 704th Mission Support Group/Security Forces (704 MSG/SF), at 454-3424/7610 or the Air Force Office of Special Investigations at 931-454-7820.

15. **ESCORT REQUIREMENTS FOR FOREIGN NATIONALS PERFORMING ON CONSTRUCTION PROJECTS**

The following rules apply to your responsibilities associated with escorting and monitoring your workers who are foreign nationals:

- a. All foreign national employees must have permission of the government prior to working on any contract.
- b. Non-US citizens will be issued a purple badge with the citizen's name and Citizenship on the badge. The badge must be worn at all times within the fenced in portion of AEDC.
- c. You must appoint an escort who is a US citizen to escort non-US Citizens; Continuous monitoring is required, to include rest breaks, lunch, etc.
- d. You must insure that access is limited to only authorized work areas. The only EXCEPTION is the main cafeteria.
- e. The escort must retrieve the non-citizen's badge and vehicle pass, at the end of each work shift and hold it until the next day. Non-US citizens are not permitted to retain possession of their badges and vehicle passes overnight.
- f. The non-citizen will not be allowed to enter or exit the fenced mission area without an escort. A representative of your company who is a US citizen must accompany the non-citizen at all times.
- g. The non-citizen's badges and vehicle pass will be retrieved at the end of the project and returned to Visitor Control.
- h. The contract monitor is responsible for notifying Facility Managers and custodians any time non-citizens are working within buildings.
- i. All foreign national employees will process through Visitor Control upon arrival at AEDC on a daily basis for obtaining the appropriate badge.

16. NATIONAL AGENCY CHECK (NAC) INVESTIGATIONS: Contractor employees who require access into Government Automated Information or Computer Systems shall comply with the investigative requirement which consist of a favorably adjudicated National Agency Check (NAC). The installation commander or his designee, Designated Approval Authority Representative approves all requests for access, denials or withdrawals of access for contractor employees. Requested for NACs will be submitted to The Personnel Security section, (704 MSG/SF), who will process the request for Contractor NACs for investigation upon receipt of a completed Standard Form 85P, Questionnaire for Public Trust Positions. Contractors requiring interim access to AEDC information systems, prior to receiving a favorable NAC, must request interim access, through the AEDC Designated Approving Authority Representative (DAAR) through 704th Mission Support Group/Communications Squadron (704 CS). Final AIS Access determination will require the Squadron Commander/Staff Agency Chief or other sponsoring activity to review the local files check, SF 85P, and any derogatory information before submission to the DAAR who determines final approval/disapproval. Contractor personnel who have a current, favorable government personnel security background investigation that is electronically accessible and immediately verifiable by the Government within the Joint Personnel Adjudication System (JPAS) are not required to obtain an additional background check for the purposes of complying with this clause (i.e., existing current, favorable security clearances may be used in lieu of the requirements of this clause).

17. OPERATIONS SECURITY (OPSEC) REQUIREMENTS: The contractor will comply with the AEDC OPSEC Program and will protect critical or sensitive information per AFI 10-701, Operations Security (OPSEC), and the OPSEC Protection information provided below. Contractor organizations requiring access to unclassified technical data disclosing militarily critical technology with military or space application must be certified with the Defense Logistics Information Service (DLIS) Joint Certification

Program (JCP). OPSEC critical information can be released to government and AEDC contractor personnel with a valid need-to-know. Contact the ATA OPSEC Support Representative, Ext. 3131 or the AEDC OPSEC Program Manager at Ext. 7610 for clarification.

**DLIS Certification:**

Certification by the DLIS JCP is required for all U.S. or Canadian contractors who wish to obtain access to unclassified technical data disclosing militarily critical technology with military or space application that is under the control of, or in the possession of the DoD or the Canadian Department of National Defense. Certification under the JCP establishes the eligibility of a U.S. or Canadian contractor to receive technical data governed, in the U.S., by DoD Directive 5230.25. To request DLIS Certification contractors must submit a DD Form 2345, Military Critical Technical Data Agreement, to DLIS along with a copy of the company's State Business License, Incorporation Certificate, Sales Tax Identification Form or other documentation, which verifies the legitimacy of the company.

**Types of sensitive information:**

- Distribution Limited Controlled Technology (has a distribution statement other than "A")
- Export Controlled information (has a warning notice that it is export controlled)
- For Official Use Only (FOUO - requires official government business need to know)
- Proprietary - belongs to a commercial entity
- Competition Sensitive - government is competing between multiple contractors - temporary designation
- Company Restricted - belongs to an organization
- Privacy Act Information - requires protection from unauthorized access (includes social security numbers, phone telephone numbers, specific salary data, etc.)
- Designated OPSEC Critical Information

**OPSEC GUIDANCE:** Applies to the access, handling, and protection of all sensitive information

**Destruction:**

When no longer required, sensitive information must be destroyed by any means that will prevent reconstruction of the material, preferably by shredding (if shredded, use equipment that produces no more than ½-inch residue and crosscuts the text so a legible line of text is not produced.) or initializing, degaussing, or shredding magnetic media.

**Recycling:**

Place only public domain materials such as textbooks, vendor catalogs and instruction booklets, magazines, newspapers, blank papers and forms, specification books and catalogs, BellSouth telephone books, etc. in Recycle bins

**Reproduction:**

Reproduce sensitive information on standard office equipment, but ensure all waste, overruns, originals, etc. are properly retrieved and stored or destroyed

**Storage/Protection and Access:**

When unattended, ensure locked protection of sensitive information from unauthorized access  
Need-to-know must be verified before granting access to sensitive information - includes phone inquiries and unsolicited emails

**Release of Information:**

Need-to-Know must be verified prior to granting access to the information  
Do not discuss sensitive information over open, unsecured communication devices, such as telephones (includes cellular telephones), two-way radios, Blackberry devices, etc.  
Do not telefax sensitive information over an unsecure (unencrypted) telefax machine  
Sensitive information must be encrypted prior to transmission over computer lines (email, Internet, etc.)  
Do not place sensitive information or material on an external web site or web page that is accessible to unauthorized personnel (sensitive information is not approved for release to the public)

Limit cafeteria and other "public use area" discussions to that which is approved as public domain or unofficial business.

18. FREEDOM OF INFORMATION ACT PROGRAM (FOIA): Access to FOUO material shall be limited to those employees needing the material to do their jobs. The FOUO marking is assigned to material created by a DoD User Agency. It is not authorized as a substitute for a security classification marking, but is used on official government information that may be withheld from the public under exemptions 2 through 9 of the Freedom of Information Act (FOIA). FOUO marking is assigned to information at the time of its creation by a DoD User Agency. Contractors may only disseminate FOUO information to their employees and subcontractors who have a need for the information in connection with the management of the contract. The contractor shall comply with DoD Regulation 5400.7/Air Force Supplement, DoD Freedom of Information Act Program, requirements. The regulation sets policy and procedures for the disclosure of records to the public and for marking, handling, transmitting, and safeguarding FOUO material. Reporting Requirements:

19. PHYSICAL SECURITY: Areas controlled by contractor employees shall comply with base Operations Plans/Instructions for Force Protection Conditions procedures, Random Antiterrorism Measures and local search/identification requirements. The contractor shall safeguard all government property, including controlled forms, provided for contractor use. At the close of each work period, government training equipment, ground aerospace vehicles, facilities, support equipment, and other valuable materials shall be secured.

20. SECURITY REVIEWS/EXERCISES: The contractor may be subject to various security program reviews and participate in exercises in conjunction with the Air Force activity assigned.

#### 21. REFERENCES

- U.S. Immigration and Naturalization Service Directive 210
- DoD Directive 5230.25,
- DoD Regulation 5400.7/Air Force Supplement, DoD Freedom of Information Act Program
- AFI 10-701, Operations Security (OPSEC)
- AEDC ISI 31-101, Installation Security Instruction

#### 22. PRESCRIBED FORMS

- GC Form 698, Contractor Employee Notice
- GC Form 700, Contract Clearance Request
- Standard Form 85P, Questionnaire for Public Trust Positions
- DD Form 2345, Military Critical Technical Data Agreement

#### 23. ABBREVIATIONS AND ACRONYMS

- ATA Aerospace Testing Alliance
- AEDC Arnold Engineering Development Center
- DLIS Defense Logistics Information Service
- DoD Department of Defense
- FOUO For Official Use Only
- FOIA Freedom Of Information Act Program
- INS Immigration and Naturalization Service
- JCP Joint Certification Program
- LPR Lawful Permanent Resident
- NAC National Agency Check
- OPSEC Operations Security
- SFCC Security Forces Control Center
- 704 CS 704th Communications Squadron
- 704 MSG/SF 704th Mission Support Group/Security Forces

#### **AEDC-H008 TECHNICAL SURVEILLANCE (MAY 2006)**

The Government designates the Air Force Project Engineer and the AEDC Test Contractor and/or the AEDC Support Contractor to perform technical surveillance. They will recommend to the Contracting Officer acceptance or rejection of work under this contract. All references to the "Government representative" within the specification or other project documents shall mean the Air Force Project engineer or the AEDC Test or Support contractor personnel performing technical surveillance on behalf of the Government. As used in the specification or other project documents, the term "construction monitor" shall be understood as referring to the AEDC Test Contractor or Support Contractor personnel performing technical surveillance on behalf of the Government.

#### **AEDC-H009 UTILITIES AVAILABLE (MAY 2006)**

(a) Water: All reasonable required amounts of potable and raw water will be made available without cost to the Contractor from existing systems, outlets, and supplies near the vicinity of the work. All water shall be carefully conserved. All temporary connections and piping installed by the Contractor shall be removed in a manner satisfactory to the Contracting Officer prior to final acceptance of the work.

(b) Electricity: All reasonably required amounts of 60 HZ electric power at 110V and 480V will be made available without cost to the Contractor from existing electrical systems near the vicinity of the of the work. The Contractor shall install and maintain at no cost to the Government any necessary supply connections and facilities in a manner satisfactory to the Contracting Officer. All electrical service shall be removed in a manner satisfactory to the Contracting Officer.

#### **H055 INSURANCE CLAUSE IMPLEMENTATION (FEB 2003)**

The Contractor shall obtain and maintain the minimum kinds and amounts of insurance during performance of this contract as specified by FAR 28.307-2, Liability, and contemplated by FAR 52.228-5, Insurance--Work on a Government Installation, and/or 52.228-7, Insurance--Liability to Third Persons.

#### **H063 CONTRACTOR IDENTIFICATION (FEB 2003)**

(a) Contractor personnel and their subcontractors must identify themselves as Contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.

(b) Contractor-occupied facilities (on AFMC or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or subcontractor personnel.

**Contract Clauses in this section are from the FAR, Defense FAR Sup, Air Force FAR Sup, and the Air Force Materiel Command FAR Sup, and are current through the following updates:**

**Database\_Version: 6.10.6.1100; Issued: 6/16/2008; FAR: FAC 2005-26; DFAR: DCN20080513; DL.: DL 98-021; Class Deviations: CD 2008o0002; AFFAR: 2002 Edition; AFMCFAR: AFMCAC 07-01; AFAC: AFAC 2008-0605; IPN: 98-009**

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

**A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

- 52.202-01 DEFINITIONS (JUL 2004)
- 52.203-03 GRATUITIES (APR 1984)
- 52.203-05 COVENANT AGAINST CONTINGENT FEES (APR 1984)
- 52.203-06 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
- 52.203-07 ANTI-KICKBACK PROCEDURES (JUL 1995)
- 52.203-08 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)
- 52.204-04 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
- 52.204-07 CENTRAL CONTRACTOR REGISTRATION (APR 2008)
- 52.204-09 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)
- 52.209-06 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
- 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)
  - (a) Number of calendar days is '10'
  - (c) Number of days or calendar date is '448 Calendar Days After Notice to Proceed.'
- 52.214-26 AUDIT AND RECORDS -- SEALED BIDDING (OCT 1997)
- 52.214-27 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING (OCT 1997)
- 52.214-28 SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS - SEALED BIDDING (OCT 1997)
- 52.214-29 ORDER OF PRECEDENCE -- SEALED BIDDING (JAN 1986)
- 52.217-07 OPTION FOR INCREASED QUANTITY -- SEPARATELY PRICED LINE ITEM (MAR 1989)
  - Period of time is '31 Dec 2008'
- 52.219-04 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005)
- 52.219-08 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
- 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUN 2007)
- 52.222-01 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- 52.222-03 CONVICT LABOR (JUN 2003)
- 52.222-04 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT -- OVERTIME COMPENSATION (JUL 2005)
- 52.222-06 DAVIS-BACON ACT (JUL 2005)
- 52.222-07 WITHHOLDING OF FUNDS (FEB 1988)
- 52.222-08 PAYROLLS AND BASIC RECORDS (FEB 1988)
- 52.222-09 APPRENTICES AND TRAINEES (JUL 2005)
- 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)
- 52.222-11 SUBCONTRACTS (LABOR STANDARDS) (JUL 2005)

52.222-12	CONTRACT TERMINATION -- DEBARMENT (FEB 1988)
52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)
52.222-14	DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
52.222-15	CERTIFICATION OF ELIGIBILITY (FEB 1988)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (MAR 2007)
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)
52.222-50	COMBATING TRAFFICKING IN PERSONS (AUG 2007)
52.222-50	COMBATING TRAFFICKING IN PERSONS (AUG 2007) - ALTERNATE I (AUG 2007) Para (c)(1)(i)(B), Alt I, Document Title, obtained from, performed in,/at . 'N/A'
52.223-02	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (DEC 2007)
52.223-05	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)
52.223-06	DRUG-FREE WORKPLACE (MAY 2001)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
52.225-09	BUY AMERICAN ACT--CONSTRUCTION MATERIALS (JAN 2005) Para (b)(2). Insert excepted materials or "none". 'none'
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
52.227-01	AUTHORIZATION AND CONSENT (DEC 2007)
52.227-02	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
52.227-04	PATENT INDEMNITY -- CONSTRUCTION CONTRACTS (DEC 2007)
52.228-01	BID GUARANTEE (SEP 1996) Para (c). Percent is '20 %' Para (c). Dollar amount is 'N/A'
52.228-02	ADDITIONAL BOND SECURITY (OCT 1997)
52.228-05	INSURANCE -- WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.228-11	PLEDGES OF ASSETS (FEB 1992)
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (OCT 1995)
52.228-14	IRREVOCABLE LETTER OF CREDIT (DEC 1999)
52.228-15	PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION (NOV 2006)
52.229-03	FEDERAL, STATE, AND LOCAL TAXES (APR 2003)
52.232-05	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)
52.232-17	INTEREST (JUN 1996)
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (SEP 2005)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
52.233-01	DISPUTES (JUL 2002) - ALTERNATE I (DEC 1991)
52.233-03	PROTEST AFTER AWARD (AUG 1996)
52.233-04	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.236-01	PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984) Percent is '12 %'
52.236-02	DIFFERING SITE CONDITIONS (APR 1984)
52.236-03	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
52.236-04	PHYSICAL DATA (APR 1984) Description of investigational methods used: 'surveys'

Summary of weather records and warnings '

(1) The location of the work is subject to atmospheric temperature ranging from minus 10 degrees F to plus 105 degrees F. The average annual rainfall is about 54 inches and the average annual snowfall is about 4 inches.

(2) Time Extensions for Unusually Severe Weather

a. Based on data from the National Oceanic and Atmospheric Agency (NOAA), the following number of adverse weather days can be anticipated at Arnold AFB, TN in the month indicated.

JAN	16	MAY	8	SEP	7
FEB	13	JUN	6	OCT	5
MAR	9	JUL	8	NOV	7
APR	7	AUG	5	DEC	13

b. From receipt of Notice to Proceed throughout the contract performance period, the Government Project Officer will record daily the actual number of adverse weather days which prevent work for at least 50 percent of the contractor's workday.

c. Only after the cumulative number of "adverse weather days" as defined in b., above, has reached the total calculated from the monthly figures listed in a., above, or the proportionate number for partial calendar months in the performance period, will the Contracting Officer consider a time extension in accordance with the clause entitled "Default (Fixed-Price Construction)." A time extension will be granted on a day-for-day basis if the Contracting Officer determines that additional adverse weather days prevent work for at least 50 percent of the contractor's workday and delay work critical to the timely completion of the contract.

d. The contractor's schedule must reflect the delays associated with the anticipated adverse weather days listed in a., above. The Contracting Officer will grant no time extensions for adverse weather days within the cumulative total of the monthly numbers listed.'

Summary of transportation facilities providing access from the site '  
Transportation Facilities to AEDC Fenced Area

(1) Highways. U.S. Highway 41A is a paved road passing through Tullahoma, Tennessee. U.S. Highway 41 and Interstate 24 are paved roads passing through Manchester, Tennessee. State Highway 55 is a paved road connecting U.S. Highway 41 and 41A at Manchester and Tullahoma, respectively.

Access to the AEDC area can be gained from State Highway 55 near Tullahoma via new paved highway intersecting U.S. Highway 41, 5.5 miles southwest of Manchester and 3.8 miles from the area entrance, and Interstate 24, 3.5 miles southeast of Manchester and 2.5 miles from the area entrance. Concrete pavements have been constructed within the AEDC area and may be used subject to the restrictions set forth herein. Access to the sites of work from the paved areas and other routes shall be provided and maintained by and at the expense of the Contractor. The route for equipment which is not permitted to operate on the concrete pavement shall be as approved by the Contracting Officer. No construction truck or trailer vehicles shall be operated upon pavements of the AEDC area except within the following load limitations.

(d) Travel Within the AEDC Area

(1) Streets and Roadways. Streets have been constructed within the AEDC area and may only be used subject to the restrictions set forth herein.

a. A "Special Permit" is required for the movement of all construction equipment, unless hereinafter provided otherwise, which is to be moved over streets or over areas containing underground ducting, piping, or overhead utilities. Application for the Special permit to move heavy equipment will be submitted to the Contracting Officer. Application for such movements will be made sufficiently in advance of the time needed to avoid delays in movement. Only wheel or tire vehicles which fall under the following maximum allowable load limitations may operate without permit upon AEDC streets:

DESIGN AXLE AND WHEEL LOADS ON STREETS

Streets	Maximum Allowable Loads in Pounds				
	*Truck or Trailer		**Large Tire Equipment		
	Per Axle	Per Wheel	Per Axle	Per Wheel	
Avenues A, B, and C and 2nd Street	18,000	9,000	25,200	12,600	
Avenue E	24,000	12,000	33,600	16,800	
1st, 4th, and 5th Streets	24,000	12,000	36,600	16,800	
3rd Street between Avenues B and C	18,000	9,000	25,200	12,600	
3rd Street between C and E		24,000	12,000	33,600	16,000

\*Axles must be spaced greater than 40" apart.

\*\*Equipment with tires wider than 16", such as large earth moving equipment.

These restrictions permit the operation of fully loaded DW-10's with No. 10 scrapers only on pavements with a maximum allowable load of 33,600 pounds. The axle load for large tire equipment shall be based upon the manufacturer's specified weights for fully loaded equipment.

b. If any equipment exceeds the above load limitations, or any track vehicles are used, the pavement must be protected with earth or fiber at the expense of the Contractor. Compliance with the above requirements does not preclude the Contractor's liability for any damage which results from his travel over AEDC streets.

(2) Other Routes. Routes for use of equipment which is not permitted on AEDC streets shall be as shown on the drawings, or as approved by the Contracting Officer. Access to the sites of work from the paved areas, and other routes, shall be provided and maintained by and at the expense of the Contractor.

(3) Traffic Regulations. The Contractor shall be cognizant of and comply with all AEDC traffic regulations as published and enforced on the AEDC Installation.'

Other pertinent information: 'None'

52.236-05	MATERIAL AND WORKMANSHIP (APR 1984)
52.236-06	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
52.236-07	PERMITS AND RESPONSIBILITIES (NOV 1991)
52.236-08	OTHER CONTRACTS (APR 1984)
52.236-09	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
52.236-10	OPERATIONS AND STORAGE AREAS (APR 1984)
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
52.236-12	CLEANING UP (APR 1984)
52.236-13	ACCIDENT PREVENTION (NOV 1991)
52.236-13	ACCIDENT PREVENTION (NOV 1991) - ALTERNATE I (NOV 1991)

- 52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
- 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
- 52.236-17 LAYOUT OF WORK (APR 1984)
- 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
- 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)
- 52.237-11 ACCEPTING AND DISPENSING OF \$1 COIN (AUG 2007)
- 52.242-03 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
- 52.242-13 BANKRUPTCY (JUL 1995)
- 52.242-14 SUSPENSION OF WORK (APR 1984)
- 52.243-04 CHANGES (JUN 2007)
- 52.245-01 GOVERNMENT PROPERTY (JUN 2007) - ALTERNATE I (JUN 2007)
- 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)
- 52.248-03 VALUE ENGINEERING -- CONSTRUCTION (SEP 2006)  
Para (i), Contract number. 'See SF1442 Block 4'
- 52.249-02 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004) - ALTERNATE I (SEP 1996)
- 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984) - ALTERNATE I (APR 1984)
- 52.253-01 COMPUTER GENERATED FORMS (JAN 1991)

**B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES**

- 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-  
CONTRACT-RELATED FELONIES (DEC 2004)
- 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
- 252.204-7004 ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION (SEP 2007)
- 252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)
- 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE  
GOVERNMENT OF A TERRORIST COUNTRY (DEC 2006)
- 252.211-7003 ITEM IDENTIFICATION AND VALUATION (JUN 2005)  
Para (c)(1)(ii). Items with acquisition cost less than \$5,000. 'CLIN 0001 and CLIN 0002'  
Para (c)(1)(iii). Attachment Nr. 'N/A'
- 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)
- 252.225-7006 QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE  
UNITED STATES (MAY 2007)
- 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (MAR 2008)
- 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC  
ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004)
- 252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)
- 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS  
(MAR 2008)
- 252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)
- 252.236-7000 MODIFICATION PROPOSALS--PRICE BREAKDOWN (DEC 1991)
- 252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)  
Para (e). Identify drawings. ' CONTRACT DRAWINGS AND SPECIFICATIONS  
(AUG 2000)

Para (e). Identify drawings. BASE BID:

DESCRIPTION	DWG NO	REF NO
SHT NO		
Cover Sheet	LET32253.G1	G1 1
Phasing Plan	LET32253.GC1	GC1 2
Second Floor Demolition Plan	LET32253.AD1	AD1

3

Second Floor Reflected Ceiling Demolition Plan 4	LET32253.AD2		AD2
Second Floor Plan, Kitchenette Plan, and Elevators 5	LET32253.AI1		AI1
Second Floor Reflected Ceiling Plan 6	LET32253.AI2		AI2
Second Floor Modified Men's and Women's Toilets AI3 7	LET32253.AI3		
Finish Schedule	LET32253.AF1	AF1	8
System Furniture Plan	LET32253.IF1	IF1	9
First Floor Fire Alarm Plan 10	LET32253.FA1		FA1
Second Floor Smoke Detector Layout 11	LET32253.FA2		FA2
Second Floor Sprinkler Relocation Plan 12	LET32253.FX1		FX1
First Floor Mechanical Room Demolition Plan 13	LET32253.MD1		MD1
Second Floor Demolition HVAC System 14	LET32253.MD2		MD2
Second Floor HVAC System 15	LET32253.MH1		MH1
Hot Water System 16	LET32253.MH2		MH2
Schedule Sheet	LET32253.MH3	MH3	17
Mechanical Controls	LET32253.MH4	MH4	18
AHU Control Diagram and Sequence of Operations 19	LET32253.MH5		MH5
Second Floor Return Air Plan 20	LET32253.MH6		MH6
Second Floor Demolition Power Plan 21	LET32253.ED1		ED1
Second Floor Demolition Communication Plan 22	LET32253.ED2		ED2
Second Floor Demolition Lighting Plan 23	LET32253.ED3		ED3
Second Floor Demolition Electrical Panel Schedules 24	LET32253.ED4		ED4
Second Floor VAV Electrical Demolition Plan 25	LET32253.ED5		ED5
First Floor Fire Alarm Demolition	LET32253.ED6	ED6	26
Second Floor Background Sound Masking Demo. 27	LET32253.ED7		ED7
Second Floor System Furniture Power Plan 28	LET32253.EP1		EP1
Second Floor central Area Demo. And Mod. PWR 29	LET32253.EP2		EP2
Plans			
Miscellaneous Power Details 30	LET32253.EP3		EP3
Second Floor Modified Electrical Panel Schedule EP4 31	LET32253.EP4		
Second Floor Variable Air Volume Power Plan 32	LET32253.EP5		EP5
Second Floor Lighting Plan 33	LET32253.EL1		EL1

Second Floor Communications Plan 34	LET32253.ET1	ET1
Second Floor Communication Notes & Details 35	LET32253.ET2	ET2
Second Floor Communication Cable Routing Sched 36	LET32253.ET3	ET3
Second Floor Cable Tray Installation Plan 37	LET32253.ET4	ET4
Second Floor Cable Tray Installation Details 38	LET32253.ET5	ET5
Second Floor Sound Masking System Layout 39	LET32253.EY1	EY1

Drawing Index - OPTIN I

DESCRIPTION NO	DWG NO	REF NO	SHT
Cover Sheet	LET32289.G1	G1	1
System Furniture - Second Floor Plan 2	LET32289.IF1		IF1
System Furniture - North Panel Plan 3	LET32289.IF2		IF2
System Furniture - South Panel Plan 4	LET32289.IF3		IF3
System Furniture - North Worksurface Plan	LET32289.IF4	IF4	5
System Furniture - South Worksurface Plan	LET32289.IF5	IF5	6
System Furniture - North Shelving Plan 7	LET32289.IF6		IF6
System Furniture - South Shelving Plan 8	LET32289.IF7		IF7
System Furniture - North Drawer Plan 9	LET32289.IF8		IF8
System Furniture - South Drawer Plan 10	LET32289.IF9		IF9
System Furniture - North Files/Tables Plan 11	LET32289.IF10		IF10
System Furniture - South Files/Tables Plan 12'	LET32289.IF11		IF11
252.243-7001	PRICING OF CONTRACT MODIFICATIONS (DEC 1991)		
252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)		
252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (JAN 2007)		
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)		
252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)		

**C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES**

5352.201-9101 OMBUDSMAN (AUG 2005)  
 Para (c). Ombudsmen names, addresses, phone numbers, fax, and email addresses.  
 'John L. Sutton  
 Executive Director; AEDC/CA  
 100 Kindel Drive, Suite A327  
 Arnold AFB TN 37389-1327  
 Phone: (931) 454-5613  
 Fax: (931) 454-6415

Email: john.sutton@arnold.af.mil'  
5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (APR 2003)  
Para (c), List of Class I ODSs. 'None'  
5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (AUG 2007)  
Para (b), Any additional requirements to comply with local security procedures 'none'  
Para (d). Additional requirements. 'N/A'

**II. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT**

**52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008)**

This is a rated order certified for national defense, emergency preparedness, and energy program use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

**52.245-01 GOVERNMENT PROPERTY (DEVIATION) (JUN 2007)**

(a) Definitions. As used in this clause—

“Acquisition cost” means the cost to acquire a tangible capital asset including the purchase price of the asset and costs necessary to prepare the asset for use. Costs necessary to prepare the asset for use include the cost of placing the asset in location and bringing the asset to a condition necessary for normal or expected use.

“Cannibalize” means to remove serviceable parts from one item of equipment in order to install them on another item of equipment.

“Contractor-acquired property” means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

“Contractor inventory” means—

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

“Contractor's managerial personnel” means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

“Demilitarization” means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

“Discrepancies incident to shipment” means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

“Equipment” means a tangible asset that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use.

“Government-furnished property” means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract.

“Government property” means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property.

“Material” means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end-item. Material does not include equipment, special tooling and special test equipment.

“Nonseverable” means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

“Precious metals” means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

“Property” means all tangible property, both real and personal.

“Property Administrator” means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

“Provide” means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

“Real property” means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing personal property.

“Sensitive property” means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

“Surplus property” means excess personal property not required by any Federal agency as determined by the Administrator of the General Services Administration (GSA).

(b) Property management.

(1) The Contractor shall have a system to manage (control, use, preserve, protect, repair and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective control of Government property, consistent with voluntary consensus standards and/or industry-leading practices and standards for

Government property management except where inconsistent with law or regulation. During the period of performance, the Contractor shall disclose any significant changes to their property management system to the Property Administrator prior to implementation.

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, disposition, or via a completed investigation, evaluation, and final determination for lost, damaged, destroyed, or stolen property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(c) Use of Government property. The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer. The Contractor shall not modify, cannibalize, or make alterations to Government property unless this contract specifically identifies the modifications, alterations or improvements as work to be performed.

(d) Government-furnished property.

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action.

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)(i) The Contracting Officer may by written notice, at any time—

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) Title to Government property.

(1) The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Fixed-price contracts.

(i) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause.

(ii) Title to each item of equipment, special test equipment and special tooling acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(iii) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract—

(A) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(B) Title to all other material shall pass to and vest in the Government upon—

(1) Issuance of the material for use in contract performance;

(2) Commencement of processing of the material or its use in contract performance; or

(3) Reimbursement of the cost of the material by the Government, whichever occurs first.

(3) Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable contract line items under Fixed-Price contracts.

(i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon—

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(iii) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (e)(3)(iii) (collectively referred to as "Government property"), are subject to the provisions of this clause.

(f) Contractor plans and systems.

(1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) Acquisition of Property. The Contractor shall document that all property was acquired consistent with its engineering, production planning, and material control operations.

(ii) Receipt of Government Property. The Contractor shall receive Government property (document the receipt), record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) Government-furnished property. The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) Contractor-acquired property. The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) Records of Government property. The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, manufacturer, model number, and National Stock Number (if needed for additional item identification tracking and/or disposition).

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service.

(B) Use of a Receipt and Issue System for Government Material. When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) Physical inventory. The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) Subcontractor control.

(A) The Contractor shall award subcontracts that clearly identify assets to be provided and shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss, damage, destruction or theft of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) Reports. The Contractor shall have a process to create and provide reports of discrepancies; loss, damage, destruction, or theft; physical inventory results; audits and self-assessments; corrective actions; and other property related reports as directed by the Contracting Officer.

(A) Loss, damage, destruction, or theft. Unless otherwise directed by the Property Administrator, the Contractor shall investigate and promptly furnish a written narrative of all incidents of loss, damage, destruction, or theft to the property administrator as soon as the facts become known or when requested by the Government.

(B) Such reports shall, at a minimum, contain the following information:

(1) Date of incident (if known).

(2) The name, commercial description, manufacturer, model number, and National Stock Number (if applicable).

(3) Quantity.

(4) Unique Item Identifier (if available).

(5) Accountable Contract number.

(6) A statement indicating current or future need.

(7) Acquisition cost, or if applicable, estimated scrap proceeds, estimated repair or replacement costs.

Government property is a part. (8) All known interests in commingled property of which the

recurrence. (9) Cause and corrective action taken or to be taken to prevent

reimbursement covering the loss, damage, destruction, or theft, in the event the Contractor was or will be reimbursed or compensated. (10) A statement that the Government will receive any

(11) Copies of all supporting documentation.

(12) Last known location.

(13) A statement that the property did or did not contain sensitive or hazardous material, and if so, that the appropriate agencies were notified.

(vii) Relief of stewardship responsibility. Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility for Government property when such property is—

(A) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator; or a Property Administrator granted relief of responsibility for loss, damage, destruction or theft of Government property;

(B) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or

(C) Disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) Utilizing Government property.

(A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government property with property not owned by the Government.

(ix) Maintenance. The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) Property closeout. The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss, damage, destruction, or theft cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions and dispositions of material and equipment.

(3) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness, and shall perform periodic internal reviews and audits. Significant findings and/or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(g) Systems analysis.

(1) The Government shall have access to the contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be safeguarded from tampering or destruction.

(3) Should it be determined by the Government that the Contractor's property management practices are inadequate or not acceptable for the effective management and/or control of Government property under this contract, and/or present an undue risk to the Government, the Contractor shall immediately take all necessary corrective actions as directed by the Property Administrator.

(4) The Contractor shall ensure Government access to subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating the subcontractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(h) Contractor Liability for Government Property.

(1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies—

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel. Contractor's managerial personnel, in this clause, means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of the Contractor's business; all or substantially all of the Contractor's operation at any one plant or separate location; or a separate and complete major industrial operation.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss, damage, destruction, or theft, due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss, damage, destruction, or theft of Government property occurred while the Contractor had adequate property management practices or the loss, damage, destruction, or theft of Government property did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The Contractor shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.

(4) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) Equitable adjustment. Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. The right to an equitable adjustment shall be the Contractor's exclusive remedy and the Government shall not be liable to suit for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government-furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible.

(j) Contractor inventory disposal. Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer.

(1) Scrap to which the Government has obtained title under paragraph (e) of this clause.

(i) Contractor with an approved scrap procedure.

(A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that—

(1) Requires demilitarization;

(2) Is a classified item;

(3) Is generated from classified items;

(4) Contains hazardous materials or hazardous wastes;

(5) Contains precious metals; or

(6) Is dangerous to the public health, safety, or welfare.

(ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap. The Contractor may not dispose of scrap resulting from production or testing under this contract without Government approval.

(2) Predisposal requirements.

(i) Once the Contractor determines that Contractor-acquired property is no longer needed for contract performance, the Contractor in the following order of priority—

(A) May contact the Contracting Officer if use of the property in the performance of other Government contracts is practical;

(B) May purchase the property at the acquisition cost; or

(C) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices).

(ii) The Contractor shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not used in the performance of other Government contracts under paragraph (j)(2)(i)(A) of this clause, property that was not purchased under paragraph (j)(2)(i)(B) of this clause, and property that could not be returned to a supplier under paragraph (j)(2)(i)(C) of this clause.

(3) Inventory disposal schedules.

(i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify—

(A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.

(iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for—

(A) Special test equipment with commercial components;

(B) Special test equipment without commercial components;

(C) Printing equipment;

(D) Information technology (e.g., computers, computer components, peripheral equipment, and related equipment);

(E) Precious metals;

(F) Mononuclear hazardous materials or hazardous wastes; or

(G) Nuclear materials or nuclear wastes.

(iv) The Contractor shall describe the property in sufficient detail to permit an understanding of its intended use. Property with the same description, condition code, and reporting location may be grouped in a single line item.

(4) Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than—

(i) 30-days following the Contractor's determination that a Government property item is no longer required for performance of this contract;

(ii) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(iii) 120 days, or such longer period as may be approved by the Termination Contracting Officer following contract termination in whole or in part.

(5) Corrections. The Plant Clearance Officer may—

(i) Reject a schedule for cause (e.g., contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(6) Postsubmission adjustments. The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(7) Storage.

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(8) Disposition instructions.

(i) If the Government does not furnish disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. If not returned to the Government, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(9) Disposal proceeds. As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(10) Subcontractor inventory disposal schedules. The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(4) of this clause.

(k) Abandonment of Government property.

(1) The Government shall not abandon sensitive Government property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place, at which time all obligations of the Government regarding such property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) Communication. All communications under this clause shall be in writing.

(m) Contracts outside the United States. If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

#### **52.252-02 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/>

#### **52.252-06 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 Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

#### **B. DEFENSE FAR SUPP CONTRACT CLAUSES IN FULL TEXT**

#### **252.225-7014 PREFERENCE FOR DOMESTIC SPECIALTY METALS (DEVIATION) (JUN 2005)**

(a) Definitions. As used in this clause-

(1) "Produce" means the application of forces or processes to a specialty metal to create desired physical properties through quenching or tempering of steel plate, or gas atomization or sputtering of titanium.

(2) "Specialty metals" means any of the following:

(i) Steel--

(A) With a maximum alloy content exceeding one or more of the following limits: manganese, 1.65 percent; silicon, 0.60 percent; or copper, 0.60 percent; or

(B) Containing more than 0.25 percent of any of the following elements: aluminum, chromium, cobalt, molybdenum, nickel, niobium (columbium), titanium, tungsten, or vanadium;

(ii) Metal alloys consisting of

(A) Nickel or iron-nickel alloys that contain a total of alloying metals or other than nickel and iron in excess of 10 percent; or

(B) Cobalt alloys that contain a total of alloying metals other than cobalt and iron in excess of 10 percent;

(iii) Titanium and titanium alloys; or

(iv) Zirconium and zirconium alloys.

(b) Any specialty metal delivered under this contract shall be melted or produced in the United States or its outlying areas.

DOCUMENT	PGS	DATE	TITLE
ATTACHMENT 1	181	14 APR 2008	SPECIFICATION NO. ANZY0400361 AND 39 DRAWINGS
ATTACHMENT 2	61	26 JUN 2008	SYSTEM FURNITURE SPECIFICATION NO ANZY0400361-1 SF- 16 PAGES OF SYSTEM FURNITURE REQUIREMENT - 5 PAGES OF CONVENTIONAL FURNITURE, AND 12 DRAWINGS
ATTACHMENT 3	8	18 JUL 2008	WAGE DETERMINATION NUMBER TN080014
ATTACHMENT 4	2		SF24-BID BOND

**I. NOTICE:** The following solicitation provisions pertinent to this section are hereby incorporated by reference:

**A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS**

- 52.219-02 EQUAL LOW BIDS (OCT 1995)
- 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-CERTIFICATION (JUN 2008)

**B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS**

- 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (OCT 2006)

**II. NOTICE:** The following solicitation provisions pertinent to this section are hereby incorporated in full text:

**A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT**

**52.204-03 TAXPAYER IDENTIFICATION (OCT 1998)**

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) 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 IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) 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.

(d) 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.

(e) 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-----

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name-----

TIN-----

**52.204-05 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)**

(a) Definition. "Women-owned business concern," as used in this provision, means a concern 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; and whose management and daily business operations are controlled by one or more women.

(b) Representation. (Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.) The offeror represents that it  is,  is not a women-owned business concern.

**52.204-08 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)**

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 238220.

(2) The small business size standard is \$13,000,000.00.

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

(b)

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

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

(i) Paragraph (c) applies.

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

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

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

#### **52.209-05 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (MAY 2008)**

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

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

(B) 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 public (Federal, state, or local)

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;

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

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

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) 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.

(ii) 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.

(2) Examples.

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

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

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

(iv) 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).

(ii) The Offeror has [ ] has not [ ], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**52.219-01 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)**

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 238220.

(2) The small business size standard is \$13,000,000.00.

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

(b) Representations.

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

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(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.

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

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

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(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 (b)(6)(i) of this provision is accurate of 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.

(c) Definitions. As used in this provision--

"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 the size standard in paragraph (a) of this provision.

"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 the stock of which is owned by one or more women; and

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

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

and  
(ii) Be subject to administrative remedies, including suspension and debarment;

Act.  
(iii) Be ineligible for participation in programs conducted under the authority of the

Alternate I (Apr 2002). As prescribed in 19.308(a)(2), add the following paragraph (b)(7) to the basic provision:

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) 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.

#### **52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)**

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.]

The Offeror [ ] is, [ ] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg. Annual Gross Revenues

- |                                      |  |
|--------------------------------------|--|
| <input type="checkbox"/> 50 or fewer | <input type="checkbox"/> \$1 million or less         |
| <input type="checkbox"/> 51 - 100    | <input type="checkbox"/> \$1,000,001 - \$2 million   |
| <input type="checkbox"/> 101 - 250   | <input type="checkbox"/> \$2,000,001 - \$3.5 million |
| <input type="checkbox"/> 251 - 500   | <input type="checkbox"/> \$3,500,001 - \$5 million   |
| <input type="checkbox"/> 501 - 750   | <input type="checkbox"/> \$5,000,001 - \$10 million  |
| <input type="checkbox"/> 751 - 1,000 | <input type="checkbox"/> \$10,000,001 - \$17 million |
| <input type="checkbox"/> Over 1,000  | <input type="checkbox"/> Over \$17 million           |

**52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (MAY 1999)**

(Complete only if the Offeror has represented itself under the provision at 52.219-01 as a small business concern under the size standards of this solicitation.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg. Annual Gross Revenues

- |                                      |  |
|--------------------------------------|--|
| <input type="checkbox"/> 50 or fewer | <input type="checkbox"/> \$1 million or less         |
| <input type="checkbox"/> 51 - 100    | <input type="checkbox"/> \$1,000,001 - \$2 million   |
| <input type="checkbox"/> 101 - 250   | <input type="checkbox"/> \$2,000,001 - \$3.5 million |
| <input type="checkbox"/> 251 - 500   | <input type="checkbox"/> \$3,500,001 - \$5 million   |
| <input type="checkbox"/> 501 - 750   | <input type="checkbox"/> \$5,000,001 - \$10 million  |
| <input type="checkbox"/> 751 - 1,000 | <input type="checkbox"/> \$10,000,001 - \$17 million |
| <input type="checkbox"/> Over 1,000  | <input type="checkbox"/> Over \$17 million           |

**52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

The offeror represents that--

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

(b) It [ ] has, [ ] has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)**

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.-

(b) By signing this offer, the offeror certifies that----

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)-

\_\_\_\_ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

\_\_\_\_ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);-

\_\_\_\_ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

\_\_\_\_ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.)), or 5169, 5171, 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

\_\_\_\_ (v) The facility is not located in the United States or its outlying areas.

**B. DEFENSE FAR SUPP SOLICITATION PROVISIONS IN FULL TEXT**

**252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2008)**

As prescribed in 204.1202, substitute the following paragraph (c) for paragraph (c) of the provision at FAR 52.204-8:

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

FAR/DFARS Clause # Title Date Change

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.

**252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)**

(a) Definitions. As used in this provision-

(1) "Foreign person" means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

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

(3) "United States person" is defined in 50 U.S.C. App. 2415(2) and means-

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it-

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

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

**252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)**

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

(b) Representation. The Offeror represents that it--

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

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

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

**I. NOTICE:** The following solicitation provisions pertinent to this section are hereby incorporated by reference:

**A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS**

- 52.211-06 BRAND NAME OR EQUAL (AUG 1999)  
52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)  
Contracting Officer indicates DX or DO Rated Order: 'DO-C2'
- 52.214-03 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)  
52.214-04 FALSE STATEMENTS IN BIDS (APR 1984)  
52.214-05 SUBMISSION OF BIDS (MAR 1997)  
52.214-06 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)  
52.214-07 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (NOV 1999)  
52.214-18 PREPARATION OF BIDS -- CONSTRUCTION (APR 1984)  
52.214-19 CONTRACT AWARD -- SEALED BIDDING -- CONSTRUCTION (AUG 1996)  
52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)  
52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)  
52.216-01 TYPE OF CONTRACT (APR 1984)  
Type of contract is 'FIRM-FIXED PRICE'
- 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)  
Para (b), Goals for minority participation for each trade are '12%'  
Para (b), Goals for female participation for each side are '6.9%'  
Para (e), Geographical areas are 'Tennessee, Coffee, Arnold, AFB'
- 52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS (MAY 2002)
- 52.233-02 SERVICE OF PROTEST (SEP 2006)  
Para (a) Official or location is 'AEDC/PKE  
100 KINDEL DRIVE, SUITE A332  
ARNOLD AFB, TN 37389-1332'
- 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)  
52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) - ALTERNATE I (FEB 1995)  
Para (b), Alt I, Date and time: '14 Aug 2008 at 0900 am (local time) (CST)'  
Para (b), Alt I, Location: 'Arnold AFB, TN Pass & Registration'

**B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS**

- 252.228-7004 BONDS OR OTHER SECURITY (DEC 1991)  
Para (a), Dollar amount is '20%'  
Para (a)(1), Dollar amount is '100.00 % of contract value'  
Para (b), Number of days is '10'

**II. NOTICE:** The following solicitation provisions pertinent to this section are hereby incorporated in full text:

**FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT**

**52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

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

**52.252-05 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)**

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

(b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**NOTICE:** The following solicitation provisions pertinent to this section are hereby incorporated by reference:

**FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS**

52.217-05      EVALUATION OF OPTIONS (JUL 1990)  
52.232-15      PROGRESS PAYMENTS NOT INCLUDED (APR 1984)