



U.S. Department of Justice
Federal Bureau of Prisons
Field Acquisition Office
U. S. Armed Forces Reserve Complex
Grand Prairie, Texas 75051

February 13, 2013

Re: RFQP05001300002, Emergency Generator Maintenance Services
South Central Regional Office

Dear Quoter:

Accompanying this cover letter, is a solicitation package prepared by the Federal Bureau of Prisons, Field Acquisition Office, for the acquisition of Emergency Generator Maintenance Services for the South Central Regional Office (generators located at FCI Fort Worth). This package contains all the necessary information for submitting a quote for evaluation.

When submitting your quote, the quoter should consider all information provided herein. Please carefully follow all instructions located in the solicitation package concerning content, format, and submission of quotes.

All potential quoters are advised that this solicitation includes FAR 52.212-4 Contract Terms and Conditions - Commercial Items. This clause requires contractors doing business with the Federal Government to be registered in the Central Contractor Registration (CCR). CCR registration is now accomplished through the System for Award Management (SAM). Quoters need to provide their Data Universal Number System (DUNS) number within their quote, which allows this Contracting Officer to verify registration within the SAM database. Failure to complete the registration procedures outlined in this clause may result in your removal from consideration for award.

Potential quoters are cautioned against discussing the preparation of their quote (including any technical questions) with other Government personnel. The circumstances of such contact, when verified, may result in non-consideration of the quotation. All communications regarding the solicitation, including all technical issues, must be made in writing to the Contracting Officer. Questions will not be answered by telephone or in person.

All quotations must be received on or before the deadline of March 7, 2013, at 2:00 P.M. Central Time. Quotations shall be submitted to the following address:

Gil Sveum, Contracting
Federal Bureau of Prisons
Field Acquisition Office
U.S. Armed Forces Reserve Complex
346 Marine Forces Drive
Grand Prairie, Texas 75051

Please complete required information and
return pages 1, 3-4, 24-33 & Attachment 1

Mailed or hand-carried quotes must be delivered to the Contracting Officer or to the contracting office at the address shown above no later than the time specified as the deadline for receipt of quotes. The official point for hand-carried quotes will be the receptionist's area on the first floor of the address listed above. **Please do not submit quotes to any location other than the one listed above.** Quotes received after the deadline will be processed pursuant to Federal Acquisition Regulation 52.212-1(f).

Should you have any questions, please make these inquiries in writing. Questions may be submitted via facsimile at (972) 352-4545, or e-mailed to gsveum@bop.gov. Any additional questions not addressed herein, please call me at (972) 352-4537.

Sincerely,

Gil Sveum, Contracting
Federal Bureau of Prisons
Field Acquisition Office

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		OMB Clearance Control Number					
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER					
						RFQP05001300002					
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/ LOCAL TIME			
		Gil Sveum				972-352-4537		02/13/2013 03/07/2013 14:00:00			
9. ISSUED BY			CODE		BFAO		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: 100 % FOR:				
Federal Bureau of Prisons Field Acquisition Office U.S. Armed Forces Reserve Complex 346 Marine Forces Drive Grand Prairie, TX 75051							<input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A)				
							<input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 811310 <input type="checkbox"/> EDWOSB SIZE STANDARD: \$7.0 Million				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED			12. DISCOUNT TERMS			13b. RATING					
<input type="checkbox"/> SEE SCHEDULE						<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)					
						14. METHOD OF SOLICITATION					
						<input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP					
15. DELIVER TO			CODE		BFTW		16. ADMINISTERED BY				
Federal Bureau of Prisons FCI Fort Worth 3150 Horton Road Fort Worth, Texas 76119							Federal Bureau of Prisons South Central Regional Office 4211 Cedar Springs Road Dallas, Texas 75219				
17a. CONTRACTOR/OFFEROR			CODE				18a. PAYMENT WILL BE MADE BY		CODE		
							Federal Bureau of Prisons South Central Regional Office Attn: Accounts Payable 4211 Cedar Springs Road Dallas, Texas 75219		BSCR		
TELEPHONE NO.			17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
			<input type="checkbox"/>								
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES					21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT		
	To provide Generator Maintenance Services for the South Central Regional Office (Generators located at FCI Fort Worth), in accordance with RFQ.										
	See Continuation Sheet(s) <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>										
25. ACCOUNTING AND APPROPRIATION DATA							26. TOTAL AWARD AMOUNT (For Govt. Use Only)				
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA							<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA							<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED							<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: All Items				
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)						
30b. NAME AND TITLE OF SIGNER (Type or print)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)			31c. DATE SIGNED			

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Section 2 – Commodity or Service Schedule – Generator Maintenance Services SCR – RFQP05001300002**Schedule of Supplies/Services/Pricing Schedule
Continuation Sheet****BASE YEAR: EFFECTIVE DATE OF AWARD (EDOA) THROUGH 12 MONTHS FROM EDOA**

Monthly Preventive Maintenance for sixteen generators (2-1750kw Caterpillar, 1-1000kw Detroit, 3-1000kw Cummins, 1-600kw Caterpillar, 1- 400kw Bektor, 2-350kw John Deere, 6-20kw HDKCD Onan/Cummins) as outlined in the Statement of Work.

11 Estimated Monthly Inspections x \$ _____ = \$

Annual Preventive Maintenance to include fluid samples and replacement, for all sixteen generators, and Load Bank Testing required on eight generators (2-1750kw Caterpillar, 1-1000kw Detroit, 3-1000kw Cummins, 1-600kw Caterpillar, 1- 400kw Bektor) as outlined in the Statement of Work.

1 Estimated Annual Inspection = \$

Estimated Maximum Total Amount for the Base Year \$

OPTION YEAR 1: 13 MONTHS THROUGH 24 MONTHS FROM EFFECTIVE DATE OF AWARD

Monthly Preventive Maintenance for sixteen generators (2-1750kw Caterpillar, 1-1000kw Detroit, 3-1000kw Cummins, 1-600kw Caterpillar, 1- 400kw Bektor, 2-350kw John Deere, 6-20kw HDKCD Onan/Cummins) as outlined in the Statement of Work.

11 Estimated Monthly Inspections x \$ _____ = \$

Annual Preventive Maintenance to include fluid samples and replacement, for all sixteen generators, and Load Bank Testing required on eight generators (2-1750kw Caterpillar, 1-1000kw Detroit, 3-1000kw Cummins, 1-600kw Caterpillar, 1- 400kw Bektor) as outlined in the Statement of Work.

1 Estimated Annual Inspection = \$

Estimated Maximum Total Amount for Option Year One \$

OPTION YEAR 2: 25 MONTHS THROUGH 36 MONTHS FROM EFFECTIVE DATE OF AWARD

Monthly Preventive Maintenance for sixteen generators (2-1750kw Caterpillar, 1-1000kw Detroit, 3-1000kw Cummins, 1-600kw Caterpillar, 1- 400kw Bektor, 2-350kw John Deere, 6-20kw HDKCD Onan/Cummins) as outlined in the Statement of Work.

11 Estimated Monthly Inspections x \$ _____ = \$

Annual Preventive Maintenance to include fluid samples and replacement, for all sixteen generators, and Load Bank Testing required on eight generators (2-1750kw Caterpillar, 1-1000kw Detroit, 3-1000kw Cummins, 1-600kw Caterpillar, 1- 400kw Bektor) as outlined in the Statement of Work.

1 Estimated Annual Inspection = \$

Estimated Maximum Total Amount for Option Year Two \$

OPTION YEAR 3: 37 MONTHS THROUGH 48 MONTHS FROM EFFECTIVE DATE OF AWARD

Monthly Preventive Maintenance for sixteen generators (2-1750kw Caterpillar, 1-1000kw Detroit, 3-1000kw Cummins, 1-600kw Caterpillar, 1- 400kw Bektor, 2-350kw John Deere, 6-20kw HDKCD Onan/Cummins) as outlined in the Statement of Work.

11 Estimated Monthly Inspections x \$ _____ = \$

Annual Preventive Maintenance to include fluid samples and replacement, for all sixteen generators, and Load Bank Testing required on eight generators (2-1750kw Caterpillar, 1-1000kw Detroit, 3-1000kw Cummins, 1-600kw Caterpillar, 1- 400kw Bektor) as outlined in the Statement of Work.

1 Estimated Annual Inspection = \$

Estimated Maximum Total Amount for Option Year Three \$

OPTION YEAR 4: 49 MONTHS THROUGH 60 MONTHS FROM EFFECTIVE DATE OF AWARD

Monthly Preventive Maintenance for sixteen generators (2-1750kw Caterpillar, 1-1000kw Detroit, 3-1000kw Cummins, 1-600kw Caterpillar, 1- 400kw Bektor, 2-350kw John Deere, 6-20kw HDKCD Onan/Cummins) as outlined in the Statement of Work.

11 Estimated Monthly Inspections x \$ _____ = \$

Annual Preventive Maintenance to include fluid samples and replacement, for all sixteen generators, and Load Bank Testing required on eight generators (2-1750kw Caterpillar, 1-1000kw Detroit, 3-1000kw Cummins, 1-600kw Caterpillar, 1- 400kw Bektor) as outlined in the Statement of Work.

1 Estimated Annual Inspection = \$

Estimated Maximum Total Amount for Option Year Four \$

TOTAL BID FOR BASE YEAR AND FOUR 12 MONTH OPTION YEARS \$

2.1 Pricing Methodology

Services are required to be provided in accordance with the Statement of Work (SOW). Quoters are required to submit, as part of their bid, a completed copy of the Schedule of Items/Pricing Schedule. Any service that is not quoted should include the wording "N/A".

The contract rate for these services shall be on a per inspection basis. The contract rate shall include all charges for providing the services of generator maintenance and testing. Contract pricing shall include all charges to the Government for performing the services required by this solicitation/contract (e.g. bonding, overhead, profit, supervision, minimum wages and fringe benefits specified in the attached Department of Labor Wage Determination, etc.).

The quantity of services to be provided by the Contractor is estimated above in Section 2. These estimates are not a representation to a quoter or contractor that the estimated quantities will be required or ordered, or that conditions affecting requirements will remain stable or normal. Contract pricing shall be based on a price for each inspection. Contract pricing shall include all charges to the Government for performing the services required by this solicitation/contract. Because services are subject to the Service Contract Act, the Department of Labor has issued a wage determination for this requirement. See Attachment. The wage determination is applicable to occupation codes 23530, Machinery Maintenance Mechanic. Quoters are required to submit a completed copy of Section 2 located above, inclusive of the base year and all option periods. Pursuant to FAR 17.203(b), the Government's evaluation shall be inclusive of options. Pursuant to FAR 17.203(d), the quoters may offer varying prices for options, depending on the quantities actually ordered and the dates when ordered.

2.2 Statement of Work
Scheduled Preventive Maintenance and Testing of Emergency Generators

1 Introduction

1.1 Description

The Federal Bureau of Prisons, Field Acquisition Office, Grand Prairie, Texas intends to make a single award to a responsible entity for Generator Maintenance Services. The South Central Regional Office is seeking a vendor to provide all labor, material and supervision as required to perform scheduled preventive maintenance and testing of trailer mounted diesel generators located at the Federal Correctional Institution at 3150 Horton Road, Fort Worth, Texas. This equipment will be located outside of the institutions secure perimeter. The contract period will be in effect from the effective date of award (EDOA) through 12 months from the Effective Date of Award and four possible option years.

2 Applicable Documents

- 2.1 Equipment List (see attachment A)
- 2.2 Manufacturers' Specifications, recommendations and performance requirements for Caterpillar, Detroit, Cummins/Onan, and John Deere diesel engines and generators.
- 2.3 NFPA 110, Standards for Emergency and Standby Power Systems
- 2.4 NFPA 70, National Electrical Code.
- 2.5 40 CFR Part 260 - 279, Resource Conservation and Recovery Act, Hazardous Waste Regulations

3 Requirements

Scheduled Preventive Maintenance

The Contractor will perform the following Preventive Maintenance Services on a monthly basis for each **two (2) - 1750 KW Caterpillar, three (3) - 1000 KW Cummins, one (1) 1000KW Detroit, one (1) - 600 KW Caterpillar, one (1) 400 KW Beldor, two (2) - 350 KW John Deere and six (6) - 20 KW Onan/Cummins diesel generators**. Each generator will be run for a period of not less than one hour per month under operating temperature conditions.

3.1.1 Monthly Preventive Maintenance will include the following:

- A. Make a visual inspection of the overall condition of the unit to identify foreign objects, loose or broken fittings, guards, and components.
- B. Visually inspect fuel tank system for leaks and fuel level. Test day tank pump for proper operation. Inspect fuel condition for contaminants. Drain any water found from fuel tank or water separators. Inspect fuel lines for leaks, tightness of connections and line brackets. Inspect primary and secondary fuel filters for damage, leaks and proper operation. Note fuel pressure and ensure pressure is within manufacturers' specifications. Inspect governor controls and linkage for proper operation. Inspect governor oil level and add oil as necessary. Report the reading of fuel gauges in maintenance reports.
- C. Visually inspect radiator/heat exchanger for the presence of leaks, damage or debris. Check louvers for proper operation. Inspect engine coolant condition (rust, oil or other contaminants), check for correct level and fill as necessary. Check coolant conditioner concentration and temperature protection. Pressure test cooling system and check filler cap gasket and sealing surfaces. Visually inspect radiator hoses for deterioration and check for tightness of connections. Check for loose or worn pulleys and lube fan drive bearing. Check fan operation and clearance. Inspect for wear or deteriorated fan belts. Check belt tension and adjust as necessary. Inspect jacket water heater and water pump for proper operation, leaks or unusual noises.
- D. Inspect air inlet system piping and air filter housing for damage, loose connections, and any evidence of leaks. Inspect air filters and clean as necessary. Clean air filter housing if the air filter is cleaned or replaced. Check housing seals and gaskets. Note air filter service indicators, inspect for proper operation

and reset indicator. On units equipped with turbo chargers, inspect turbo charger for oil or exhaust leakage. Check turbo charger for proper operation. Inspect exhaust manifold and exhaust system for damage, loose or missing hardware, evidence of exhaust leakage, wet-stacking, corrosion or excessive vibration.

- E. Note oil pressure and ensure it is within proper range per manufacturer's specifications. Inspect for correct oil level, fill as required and visually inspect the unit for leaks. Perform an operational and visual inspection of pre-lube pumps. Check crankcase breather connection for excessive blow-by and inspect hose for deterioration.
- F. Inspect batteries for damage or leakage and load test. Clean batteries with an acid neutralizer when required. Clean and tighten all battery cable connections and check electrolyte levels and specific gravity on all batteries unless it is maintenance free. Check battery charger operation and charging rate. Check starter motor and engine alternator and charging rate.
- G. Check emergency system operation without a load. Check Generator auto shutdown system and alarms.
- H. Check manual and automatic start operation. Check gauges, meters and display panels for proper operation and readings. Check frequency, output voltage and governor operation; adjust as necessary.

3.1.2 Annual Preventive Maintenance will include the following:

- A. Take an oil sample, replace engine oil and oil filter. Inspect all gaskets and seals.
- B. Take a fuel sample, replace fuel filter. Inspect fuel filter for proper seal and operation. Inspect and clean crankcase breather and replace if needed.
- C. Replace air filter.
- D. Take a coolant sample, check engine coolant and adjust to accepted climatic specification and fill to required level if necessary.
- E. Provide Bureau of Prisons (BOP) Contracting Officer's Technical Representative with written Sample Reports within four (4) weeks of sample collection.
- F. Check turbo charger for oil leakage and proper operation.
- G. Check Generator auto shutdown system and alarms.
- H. Check manual and automatic start operation. Check gauges, meters and display panels for proper operation and readings. Check frequency, output voltage and governor operation; adjust as necessary.
- I. Inspect circuit breakers for free movement and tight connections.
- J. Lubricate generator rear bearing and check for proper adjustment and condition of vibration isolators.
- K. Transfer Switch Interior Wiring Components; Perform visual inspection of all wiring and connections for signs of tracking, overheating, and insulation deterioration. Check and tighten, where necessary, all control circuit wiring terminals. Check manual switches for free movement and contact continuity. Check all time delay settings and adjust to specifications. Check condition of main and arcing contacts and auxiliary contacts. Check all common and ground wires. Measure and record resistance to ground readings. Check lug connections and mounting insulator bolts. Perform isolation testing test for voltage breakdown or current leakage. Check for proper transfer operation and sequencing of time control relays. Calibrate all phases and voltage sensitive relays. Perform relative infrared heat scan on all contacts.
- H. Perform load bank testing for a period of not less than two (2) hours during annual preventative maintenance on the units listed in Section 3.1 of this Statement of Work. **Load bank testing is not**

required on the two (2) 350 KW John Deere or six (6) 20 KW Onan/Cummins generators. Live load testing of no less than one (1) hour shall be performed on these unit.

3.2 Reports

The contractor must provide, at a minimum, one (1) written report for each generator every time the Contractor performs Preventive Maintenance Services:

Inspection and Preventive Maintenance Report: Every time the Contractor performs Preventive Maintenance Services on a generator, the technician will complete an Inspection and Preventive Maintenance Report (using contractor's standard form approved by BOP Staff) detailing the activity performed as listed in sections 3.1.1 and 3.1.2, suggested corrective action and all applicable readings. The reports will be left with the BOP representative on the site, on the day of Service.

3.2.1 Field Sample Report: Every time the Contractor takes oil, coolant and fuel samples, the contractor will send the samples to a qualified testing lab. The contractor will ensure BOP receipt of the Field Sample Report within four (4) weeks of sampling.

Field Sample Reports will be sent to:

Federal Bureau of Prisons SCRO
Attn: Facilities Management/Logistics
4211 Cedar Springs Road
Dallas, TX 75219

3.3 Scheduling Preventive Maintenance

The Contractor must schedule and receive approval on all Preventive Maintenance Services with BOP Facilities Management Staff in advance:

3.3.1 Preventative Maintenance Services will normally be scheduled during normal Business Hours, Monday through Friday 7:30 A.M. to 3:30 P.M..

3.3.2 The contractor is responsible for scheduling services for each generator by calling the BOP Facilities Management Office in Dallas, TX at 214-490-0275 or 214 224-3480 and requesting specific dates.

BOP Facilities Management Office staff will make appropriate arrangements and call the Contractor back to confirm or suggest a different date.

3.4 Environmental Controls

The contractor will be responsible for the proper management of all hazardous and toxic waste.

3.4.1 Hazardous and Toxic Waste

- A. **Hazardous and Toxic Waste Containment:** The contractor will provide all hazardous toxic waste containment equipment/supplies required for performance of this Statement of Work at the on-site generator maintenance area.
- B. **Hazardous and Toxic Waste Disposal:** The contractor will be responsible for disposal of all waste materials generated during services. The contractor shall be responsible for recovery and proper disposal of all used fuels, fluids, contaminated fuels, filters, rags, matting, tarps, used oils, used filters, packing materials and all other materials related to the maintenance and service of the generators and all other hazardous materials. Disposal will be in accordance with federal, state, and local environmental disposal regulations, permits and licenses.

- C. **Storage of Hazardous or Toxic Waste:** Waste fluids and materials may not be stored, left, disposed of, or otherwise retained on government property more than 24 hours after completion of a scheduled monthly or yearly service.
- D. **Compliance with Environmental Protection Standards:** The contractor will be responsible for complying with all federal, state, and local regulations pertaining to the prevention of the spilling of fuels and lubricants. The contractor will have on-site fuel absorbing material capable of absorbing a minimum of 50 gallons of diesel or other hazardous waste.

PERIOD OF PERFORMANCE

The period of performance of this contract will be one year from the effective date of contract award through the completion of the monthly and annual checks and testing. *The contract will include the provisions for four one-year options beyond the initial period of performance.*

Performance will begin no later than seven (7) calendar days from issuance of the contract.

The contractor will schedule all site visits with the appointed BOP Contracting Officers Representative (COR), at least three (3) business days prior to the actual visit. All site visits made for conducting preventive maintenance will be performed between the hours of 7:30 A. M. and 3:30 P. M.. Monday - Friday (not to include Federal holidays).

The contractor will comply with all applicable Federal, State, and local codes, permits, and licenses.

RESTRICTIONS ON CONTRACT WORKERS

The Contractor shall not supervise inmates, supervise Bureau of Prisons staff, participate in inmate accountability, requisition, sign for, or pick up supplies, formulate policy or procedures, attend meetings, staff recalls, or staff functions.

PAYMENT TERMS

Contractor must provide a means for electronic payment to include bank routing and account number. Payment terms as specified in **FAR 52.212-4(g)**, the due date for making an invoice payment by the designated payment office shall be the 30th day after the designated billing office has received a proper invoice, or the government accepts the services performed by the contractor(s). The contractor can however offer discount payment terms for prompt payments as specified in block 12 on the SF-1449 form of this solicitation. Half sessions will not be authorized for payment.

Contractor(s), **if an individual other than a corporation**, upon contract award must complete several Human Resource Management forms. The forms are referenced as follows:

1. Direct Deposit (SF-1199A)
2. Federal/State/City/County Tax forms (as applicable)
3. Employee Locator Form (DOJ-233)
4. Race and National Origin Identification (SF-181)
5. Self-Identification of Handicap (SF-256)
6. Employment Eligibility Verification (I-9)

ATTACHMENT A

Equipment List for Maintenance, Preventative Maintenance and Testing of Emergency Generators Statement of Work

Generators:

1. 1750 KW Caterpillar Generator
2. 1750 KW Caterpillar Generator
3. 1000 KW Detroit Generator
4. 1000 KW Cummins Generator
5. 1000 KW Cummins Generator
6. 1000 KW Cummins Generator
7. 600 KW Caterpillar Generator
8. 400 KW Beldor
9. 350 KW John Deere Generator

10. 350 KW John Deere Generator
11. 20 KW HDKCD Onan/Cummins Generator
12. 20 KW HDKCD Onan/Cummins Generator
13. 20 KW HDKCD Onan/Cummins Generator
14. 20 KW HDKCE Onan/Cummins Generator
15. 20 KW HDKCD Onan/Cummins Generator
16. 20 KW HDKCD Onan/Cummins Generator

Section 3 – Contract Clauses

A.1 ADDENDUM TO FAR 52.212-4, Contract Terms and Conditions – Commercial Items (Feb 2012)

The terms and conditions for the following clauses are hereby incorporated into this solicitation and resulting contract as an addendum to FAR clause 52.212-4.

Clauses By Reference

52.252-2 CLAUSES INCORPORATED BY REFERENCE (Feb 1998)

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

Clause	Title
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)
52.204-7	Central Contractor Registration (Dec 2012)
52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)
52.212-4	Contract Terms and Conditions – Commercial Items (Feb 2012)
52.223-5	Pollution Prevention and Right-to-Know Information (May 2011)
52.228-5	Insurance – Work on a Government Installation (Jan 1997)
52.232-18	Availability of Funds (Apr 1984)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
52.253-1	Computer Generated Forms (Jan 1991)

Clauses by Full Text

52.216-18 Ordering (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the first day of the current performance period through the last day of the current performance period.

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

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

(End of Clause)

52.216-19 Order Limitations (Oct 1995)

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

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

(1) Any order for a single item in excess of the estimated quantities identified in the Schedule of Items within the current performance period;

(2) Any order for a combination of items in excess of the estimated quantities identified in the Schedule of Items within the current performance period; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

52.216-21 Requirements (Oct 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the last day of the effective performance period.

(End of Clause)

52.217-8 Option to Extend Services (Nov 1999)

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

(End of Clause)

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause shall not exceed 5 years.

(End of Clause)

52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)

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

This Statement is for Information Only:

It is not a Wage Determination

Employee Class	Monetary Wage – Fringe Benefits
23530 Machinery Maintenance Mechanic	\$23.37 per hour plus benefits

(End of Clause)

52.232-19 Availability of Funds for the Next Fiscal Year (Apr 1984)

Funds are not presently available for performance under this contract beyond September 30 of the base year or any option year exercised. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the base year or any option year exercised, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

52.232-99 Providing Accelerated Payments to Small Business Subcontractors (Aug 2012)(Deviation)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The accelerated payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of Clause)

2852.223-70 Unsafe Conditions Due to the Presence of Hazardous Material (June 1996)

(a) "Unsafe condition" as used in this clause means the actual or potential exposure of contractor or Government employees to a hazardous material as defined in Federal Standard No. 313, and any revisions thereto during the term of this contract, or any other material or working condition designated by the Contracting Officer's Technical Representative (COTR) as potentially hazardous and requiring safety controls.

(b) The Occupational Safety and Health Administration (OSHA) is responsible for issuing and administering regulations that require contractors to apprise its employees of all hazards to which they may be exposed in the course of their employment; proper conditions and precautions for safe use and exposure; and related symptoms and emergency treatment in the event of exposure.

(c) Prior to commencement of work, contractors are required to inspect for and report to the contracting officer or designee the presence of, or suspected presence of, any unsafe condition including asbestos or other hazardous materials or working conditions in areas in which they will be working.

(d) If during the performance of the work under this contract, the contractor or any of its employees, or subcontractor employees, discovers the existence of an unsafe condition, the contractor shall immediately notify the contracting officer, or designee, (with written notice provided not later than three (3) working days thereafter) of the existence of an unsafe condition. Such notice shall include the contractor's recommendations for the protection and the safety of Government, contractor and subcontractor personnel and property that may be exposed to the unsafe condition.

(e) When the Government receives notice of an unsafe condition from the contractor, the parties will agree on a course of action to mitigate the effects of that condition and, if necessary, the contract will be amended. Failure to agree on a course of action will constitute a dispute under the Disputes clause of this contract.

(f) Nothing contained in this clause shall relieve the contractor or subcontractors from complying with applicable Federal, State, and local laws, codes, ordinances and regulations (including the obtaining of licenses and permits) in connection with hazardous material including but not limited to the use, disturbance, or disposal of such material.

(End of Clause)

2.27-103-72 DOJ Contractor Residency Requirement (June 2004)

For three of the five years immediately prior to submission of an offer/bid/quote, or prior to performance under a contract or commitment, individuals or contractor employees providing services must have:

1. Legally resided in the United States (U.S.);
2. Worked for the U.S. overseas in a Federal or military capacity;
3. Been a dependent of a Federal or military employee serving overseas.

If the individual is not a U.S. citizen, they must be from a country allied with the U.S. The following website provides current information regarding allied countries: <http://www.opm.gov/employ/html/citizens.htm>.

By signing this agreement/ commitment document, or by commencing performance, the contractor agrees to this restriction.

(End of Clause)

52.24-403-70 Notice of Contractor Personnel Security Requirements (Oct 2005)

Compliance with Homeland Security Presidential Directive-12 (HSPD-12) and Federal Information Processing Standard Publication 201 (FIPS 201) 1 entitled "Personal Identification Verification (PIV) for Federal Employees and Contractors," Phase I.

1. Long-Term Contractor Personnel:

In order to be compliant with HSPD-12/PIV I, the following investigative requirements must be met for each new long-term 2 contractor employee whose background investigation (BI) process begins on or after October 27, 2005:

- a. Contractor Personnel must present two forms of identification in original form prior to badge issuance (acceptable documents are listed in Form I-9, OMB No. 1615-0047, "Employment Eligibility Verification," and at least one document must be a valid State or Federal government-issued picture ID);
- b. Contractor Personnel must appear in person at least once before a DOJ official who is responsible for checking the identification documents. This identity proofing must be completed sometime during the clearance process but prior to badge issuance and must be documented by the DOJ official;
- c. Contractor Personnel must undergo a BI commensurate with the designated risk level associated with the duties of each position. Outlined below are the minimum BI requirements for each risk level:

High Risk - Background Investigation (5 year scope)

Moderate Risk - Limited Background Investigation (LBI) or Minimum Background Investigation (MBI)

Low Risk - National Agency Check with Inquiries (NACI) investigation

d. The pre-appointment BI waiver requirements for all position sensitivity levels are a:

- 1) Favorable review of the security questionnaire form;
- 2) Favorable fingerprint results;
- 3) Favorable credit report, if required;3
- 4) Waiver request memorandum, including both the Office of Personnel Management schedule date and position sensitivity/risk level; and
- 5) Favorable review of the National Agency Check (NAC) 4 portion of the applicable BI that is determined by position sensitivity/risk level.

A badge may be issued following approval of the above waiver requirements.

If the NAC is not received within five days of OPM's scheduling date, the badge can be issued based on a favorable review of the Security Questionnaire and the Federal Bureau of Investigation Criminal History Check (i.e., fingerprint check results).

e. Badge re-validation will occur once the investigation is completed and favorably adjudicated. If the BI results so justify, badges issued under these procedures will be suspended or revoked.

2. Short-Term Contractor Personnel:

It is the policy of the DOJ that short-term contractors having access to DOJ information systems and/or DOJ facilities or space for six months or fewer are subject to the identity proofing requirements listed in items 1a. and 1b. above. The pre-appointment waiver requirements for short-term contractors are:

- a. Favorable review of the security questionnaire form;
- b. Favorable fingerprint results;
- c. Favorable credit report, if required;5 and
- d. Waiver request memorandum indicating both the position sensitivity/risk level and the duration of the appointment. The commensurate BI does not need to be initiated.

A badge may be issued following approval of the above waiver requirements and the badge will expire six months from the date of issuance. This process can only be used once for a short-term contractor in a twelve month period. This will ensure that any consecutive short-term appointments are subject to the full PIV-I identity proofing process.

For example, if a contractor employee requires daily access for a three or four-week period, this contractor would be cleared according to the above short-term requirements. However, if a second request is submitted for the same contractor employee within a twelve-month period for the purpose of extending the initial contract or for employment under a totally different contract for another three or four-week period, this contractor would now be considered "long-term" and must be cleared according to the long-term requirements as stated in this interim policy.

3. Intermittent Contractors:

An exception to the above-mentioned short-term requirements would be intermittent contractors.

- a. For purposes of this policy, "intermittent" is defined as those contractor employees needing access to DOJ information systems and/or DOJ facilities or space for a maximum of one day per week, regardless of the duration of the required intermittent access. For example, the water delivery contractor that delivers water one time each week and is working on a one-year contract.
- b. Contractors requiring intermittent access should follow the Department's escort policy. Please reference the August 11, 2004, and January 29, 2001, Department Security Officer policy memoranda that conveys the requirements for contractor facility escorted access.
- c. Due to extenuating circumstances, if a component requests unescorted access or DOJ IT system access for an intermittent contractor, the same pre-employment background investigation waiver requirements that apply to short-term contractors are required.
- d. If an intermittent contractor is approved for unescorted access, the contractor will only be issued a daily badge. The daily badge will be issued upon entrance into a DOJ facility or space and must be returned upon exiting the same facility or space.
- e. If an intermittent contractor is approved for unescorted access, the approval will not exceed one year. If the intermittent contractor requires unescorted access beyond one year, the contractor will need to be re-approved each year.

4. An individual transferring from another department or agency shall not be re-adjudicated provided the individual has a current (within the last five years), favorably adjudicated BI meeting HSPD-12 and DOJ's BI requirements.

5. The DOJ's current escorted contractor policy remains unchanged by this acquisition notice.

Notes:

1. FIPS 201 is available at: www.csrc.nist.gov/publications/fips/fips201/FIPS-201-022505.pdf
2. Under HSPD-12, long-term contractors are contractors having access to DOJ information systems and/or DOJ facilities or space for six months or longer. The PIV-I identity proofing process, including initiation and adjudication of the required background investigation, is required for all new long-term contractors regardless of whether it is the current practice to issue a badge. The second phase of HSPD-12 implementation (PIV-II) requires badge issuance to all affected long-term contractors.
3. For contractors in position sensitivity/risk levels above level 1, a favorable review of a credit check is required as part of the pre-appointment waiver package.
4. In order to avoid a delay in the hiring process, components should request an Advance NAC Report when initiating investigations to OPM. Per OPM's instructions, to obtain an Advance NAC Report, a Code "3" must be placed in block "B" of the "Agency Use Only" section of the investigative form. This report is available for all case types.
5. For contractors in position sensitivity/risk levels above level 1, a favorable review of a credit check is required as part of the pre-appointment waiver package.

(End of Clause)

52.242.1502 Evaluation of Contractor Performance Utilizing CPARS (Apr 2011)

The services, although not directly supervised, shall be reviewed by the Federal Bureau of Prisons (BOP) staff to ensure contract compliance. The contractor's performance will be evaluated in accordance with FAR 42.15. Contractor monitoring reports will be prepared by the Contracting Officer's Technical Representative (COTR) or Contract Monitor (CM) and maintained in the file.

In accordance with FAR 42.1502 and 42.1503, agencies shall prepare an evaluation of contractor performance and submit to the Past Performance Information Retrieval System (PPIRS). The BOP utilizes the Department of Defense (DOD) web-based Contractor Performance Assessment Reporting System (CPARS) to provide contractor performance evaluations. The contractor shall provide and maintain a current e-mail address throughout the life of the contract. The contractor will receive and e-mail from the Focal Point thru the following website address webptsmh@navy.mil when the contractor is registered in CPARS. The e-mail will contain a "user ID" and temporary password to register in the CPARS system. The contractor must be registered to access and review its evaluation and/or provide a response. If assistance is required when registering, please contact the Contracting Staff/Focal Point.

(End of Clause)

[END OF ADDENDUM TO FAR 52.212-4]**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2013)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

[Contracting Officer check as appropriate.]

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

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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

XX (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

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

XX (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

___ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

___ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

___ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (11) [Reserved]

___ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

___ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

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

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

XX (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

___ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).

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

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

___ (iv) Alternate III (Jul 2010) of 52.219-9.

___ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).

XX (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

___ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of 52.219-23.

___ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).

XX (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).

___ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).

___ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).

XX (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

- ___ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- XX (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- XX (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- XX (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- XX (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- XX (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- XX (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- XX (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA—Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- ___ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ___ (ii) Alternate I (DEC 2007) of 52.223-16.
- XX (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- ___ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- ___ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I (Mar 2012) of 52.225-3.
- ___ (iii) Alternate II (Mar 2012) of 52.225-3.
- ___ (iv) Alternate III (Nov 2012) of 52.225-3.
- ___ (41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ___ (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- XX (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- ___ (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- ___ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).
- ___ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ___ (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ___ (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- [Contracting Officer check as appropriate.]
- XX (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- XX (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).
- ___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).
- XX (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

___ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

___ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

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

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

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

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of clause)

Section 4 – List of Attachments

Exhibits and Attachments

Identifier	Title	Number of Pages
1	Business Management Questionnaire	2
2	Wage Rates	10

4.1 Special Contract Conditions

Type of Contract

The Government contemplates a single award of an indefinite delivery/requirements type contract with firm-fixed unit prices resulting from this solicitation. It is anticipated that a contract award resulting from this solicitation will be made approximately March 20, 2013 with an anticipated effective date of award of April 1, 2013.

The resulting contract will include a base year period from the effective date of award (EDOA) through 12 months from the EDOA with four (4) possible 12-month option years for renewal at the unilateral discretion of the Government. Pursuant to FAR 17.203(b), the Government's evaluation shall be inclusive of options. Pursuant to FAR 17.203(d), quoters may quote varying prices for options, depending on the quantities actually ordered and the dates when ordered. Quoters are advised that the Government has the unilateral right to exercise option periods in accordance with FAR 43.103(b) and 52.217-9, "Option to Extend the Term of the Contract" and 52.217-8, "Option to Extend Services.

Non-Personal Services Status

Award of this contract will result in a contractual arrangement only and shall not be construed as a personnel appointment with the BOP. The services shall not constitute an employer/employee relationship. Payments to the Contractor shall be based on the provision of an end product or the accomplishment of a specific task. Results to be obtained are within the Contractor's own unsupervised determination. The Contractor will not be subject to Government supervision but its efforts will be monitored for quality assurance..

Reviews

The Contracting Officer or designee is authorized to review by on-site survey, review of records, or by any other reasonable manner, the quality of services rendered under this contract. All records shall be subject to review by the Contracting Officer or other representative of the BOP.

Payments will be denied when such service does not support the charges or if the service is deemed not necessary or appropriate. Such determinations may be made by the Contracting Officer or COR, whichever is appropriate. All records shall be subject to review by the Contracting Officer or other delegated representatives of the BOP.

Performance

The periods of performance of the resulting contract shall be as follows:

Base Year: Effective date of award (EDOA) through 12 months from EDOA
 Option Year 1: 13 months from the EDOA through 24 months from EDOA
 Option Year 2: 25 months from the EDOA through 36 months from EDOA
 Option Year 3: 37 months from the EDOA through 48 months from EDOA
 Option Year 4: 49 months from the EDOA through 60 months from EDOA

The Contractor shall submit required documentation to initiate security clearance, within 7 calendar days from date of award of the contract and commence full performance of the services under this contract within 30 calendar days from the effective date of award. In accordance with FAR 46.503 and 46.403(a) (6), the place of acceptance for services under this contract is at the

destination of the South Central Regional Emergency Generators located at, FCI Fort Worth, Texas. The Contractor shall provide the contract services independent of Government supervision.

Contract Administration

Contracting Officer Responsibility: Authority to negotiate changes in the terms, conditions, or amounts cited in this contract is reserved to the Contracting Officer. This responsibility may be delegated to an Administrative Contracting Officer by the Contracting Officer.

Ordering Official: Task orders may be issued only by the Contracting Officer, Administrative Contracting Officer, or an ordering official for South Central Regional Office, located in Dallas Texas with an appropriate certificate of appointment. Each task order will identify the services schedule for that period.

Contracting Officer's Representative: The Contracting Officer will designate in writing a COR who shall be responsible for:

- a) Monitoring technical progress, including surveillance and assessment of performance and issuing technical changes;
- b) Interpreting the scope of work;
- c) Technical evaluation as required;
- d) Technical inspection and acceptance;
- e) Assisting in the resolution of technical problems encountered by the service provider during contract performance;
- f) Monitoring funds available for obligation;
- g) Ensuring that task orders are issued in accordance with appropriate terms;
- h) Ensuring that invoices and payments are processed in a timely manner;
- i) Assisting in the resolution of administrative problems encountered by the service provider during the contract performance;
- j) Managing responsibilities related to personal identity verification (PIVCards).

Contract Security/Investigative Requirements

The employees of the Contractor entering the institution shall meet certain security requirements to receive an institutional pass as required by BOP Program Statement 3000.03. Primary concerns are the amount of contact that may occur between the Contractor and his/her employees with the inmate population during the performance of the contract.

The program manager at the institution is responsible for conducting the appropriate vouchering, law enforcement checks, and ensuring that fingerprinting is completed on all Contractor staff that may need access inside the confines of the secure perimeter. The personnel department will establish a security file that will be maintained on each of the Contractor's employees from the beginning of the contract through its duration. The following investigative procedures will be performed:

National Crime Information Center (NCIC) check;
 DOJ-99 (name check);
 FD-258 (fingerprint check);
 Law Enforcement Agency checks;
 Vouchering of Employers;
 Resume/Personal Qualifications;
 OPM-329-A (Authority for Release of Information);
 National Agency Check and Inquiries (NACI) check (if applicable); and
 Urinalysis (if the test is positive the contractor shall be disqualified from being awarded the contract).

By submitting a quotation, the Contractor and its employees agree to complete the required documents and undergo the listed procedures. An individual who does not pass the security clearances will be unable to perform services under the contract. The final determination and completion of the security investigation procedures will be made at the sole discretion of the institution. All persons are advised that a urinalysis test for the detection of marijuana and other drug usage shall be performed. Any person(s) testing positive shall be disqualified from performing under the resulting contract. Any individual employed by the Contractor deemed not suitable by the BOP requirements will not be granted access to perform services under the contract. This is a condition of the contract. The Contractor must be in compliance with Department of Justice regulations at 8 CFR 274a regarding the employment of aliens. A copy of this directive is available upon the Contractor's request.

In addition, each Contractor employee must attend an orientation program at the institution. The purpose of this program is to familiarize Contractor employees with institution operations, the institution, and general rules of conduct and procedures inside the

institution. The date and time for this orientation will be coordinated by the CM. Refresher training in security and BOP procedures may be required annually. Compensation to the contractor for time spent in this, and any other required security related training, will be at the contract rate, prorated hourly. Contractor employees shall adhere to all institution regulations regarding conduct and performance. Contractor employees will be allowed access to the institution at the sole discretion of the Chief Executive Officer (CEO). Any individual performing under this contract may be removed if it becomes apparent that his/her conduct does not reflect the conduct of that prescribed for those people performing under non-personal service contracts.

The Contractor will inform his/her employees that intoxicating beverages, drugs, weapons, etc., will not be allowed on institution property in any vehicle or upon any person. Any person suspected of utilizing and intoxicating beverages, drugs, weapons, etc., in the performance of this contract will not be allowed on the premises of this institution. Introduction of contraband shall be subject to the penalties prescribed by 18 USC 1791.

Schedule of Required Insurance

The Contractor shall, at its own expense, provide and maintain during the entire performance of the resulting contract at least the kinds and minimum amounts of insurance required as listed below:

Worker's Compensation & Employees Liability: \$100,000. The required workers compensation insurance shall extend to cover employer's liability for accidental bodily injury or death and for occupational disease with a minimum liability of \$100,000 except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers (FAR 28.307-2(a)).

Comprehensive General Liability: \$500,000 per accident or occurrence for bodily injury. This insurance shall include Contractor's protective and liability.

Automobile Liability: \$200,000 per person, \$500,000 per accident or occurrence for bodily injury., and \$20,000 per occurrence for property damage.

Before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any other material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the state in which the contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

The Contractor shall insert the substance of this clause, including this paragraph, in subcontracts under this contract and shall require subcontractors to provide and maintain insurance required in the schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractor's proof of required insurance, and shall make copies available to the Contracting Officer upon request.

Section 5 – Solicitation Provisions

The terms and conditions for the following provisions are hereby incorporated into this solicitation as an addendum to FAR provision 52.212-1.

Provisions By Reference

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

This contract 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 bidder is cautioned that the listed provisions may include blocks that must be completed by the bidder and submitted with its quotation or bid. In lieu of submitting the full text of those provisions, the bidder may identify the provision by the paragraph identifier and provide the appropriate information with its quotation or bid. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): www.arnet.gov/far

Clause	Title
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2007)
52.212-1	Instructions to Offerors – Commercial Items (Feb 2012)
52.217-5	Evaluation of Options (July 1990)
52.237-1	Site Visit (Apr 1984)

Provisions by Full Text

5.1 - Addendum to FAR 52.212-1, Instructions to Offerors-Commercial Items (Feb 2012)

Tailoring

In accordance with FAR 12.302(a), the provision at 52.212-1 is hereby tailored to modify the following elements of the provision.

At paragraph (c) "Period for Acceptance of Offers," the amount of time the bidder agrees to hold the prices in its bid firm is changed to 120 calendar days from the date specified for receipt of bids.

At paragraph (d) "Product Samples," this paragraph is deleted in its entirety as it has been determined to be not applicable to this solicitation.

At paragraph (e) "Multiple Bids," this paragraph is deleted in its entirety as it has been determined to be not applicable to this solicitation.

At paragraph (i) "Availability of requirements documents cited in the solicitation," this paragraph is deleted in its entirety as it has been determined to be not applicable to this solicitation.

Submission of Quotes

Quotations shall be submitted on or before the solicitation deadline specified in Block 8 of the Standard Form 1449, page 1 of this solicitation. Quotes shall be submitted to the following address:

Gil Sveum, Contract Specialist
 Federal Bureau of Prisons
 Field Acquisition Office
 U. S. Armed Forces Reserve Complex
 346 Marine Forces Drive
 Grand Prairie, Texas 75051

Mailed and hand-carried quotes must be delivered to the Contracting Officer at the address shown above no later than the time specified as the deadline for receipt of quotations. The official point of receipt for hand-carried quotations will be at the first floor reception area of the address listed above. Quotations received after the quote deadline will be handled in accordance with FAR 52.212-1(f).

Each quoter shall complete and submit the following forms, clauses, and statements with his/her quotation. Failure to do so may cause your quotation to be considered unacceptable.

1. *Standard Form 1449*
2. *Schedule of Items/Contract Pricing*
3. *Business Management Questionnaire*
4. *Offeror's Representations and Certifications*

5. Copies of any Federal, State, and Local Licenses Required for Performance

All potential quoters are advised that this solicitation includes the clause at FAR 52.212-4 Contract Terms and Conditions- Commercial Items (Feb 2012) which at paragraph (t), Central Contractor Registration (CCR), requires all contractors doing business with the Federal Government after to be registered in the CCR database. Quoters should include their Data Universal Number System (DUNS) number in their quotations. The Contracting Officer will verify registration in the CCR database prior to award by entering the potential awardee's DUNS number into the CCR database. Failure to complete the registration procedures outlined in this clause may result in elimination from consideration for award.

Award Methodology

This acquisition will be procured in accordance with FAR Part 12 – Acquisition of Commercial Items and Part 13 – Simplified Acquisition Procedures. The Government intends to make a single award to a quoter, pursuant to an affirmative determination of responsibility, whose quotation, conforming to the solicitation, is determined to be most advantageous to the Government, considering lowest price.

Freedom of Information Act

The Freedom of Information Act (FOIA) and its amendments have resulted in an increasing number of requests to Federal Agencies for copies of bids from other than Government sources.

The bidder should identify information in its bid the bidder believes should be withheld from these sources, on the basis the bid consist of "trade secrets and commercial or financial information obtained from a person and privileged or confidential" (exemption (b) (4) of the FOIA). This identification will assist in the decision by a responsible federal official to disclose or withhold the requested information.

If a bidder considers elements of its bid to be exempt under FOIA, ensure the following notice is annotated on the title page of the bid:

Elements of this document, as identified on individual pages, are considered by the submitter to be privileged or confidential trade secrets or commercial or financial information not subject to mandatory disclosure under the Freedom of Information Act. Material considered privileged or confidential on this basis is contained on pages _____.

The bid must annotate each individual item it considers privileged or confidential under the FOIA exemption with the following notice:

The data or information is considered confidential or privileged, and not subject to mandatory disclosure under the FOIA.

All information in a bidder's bid not designated may be subject to automatic public disclosure if it is requested under the FOIA. It must be emphasized that under the FOIA no information is automatically exempt from public disclosure. However, no disclosures will be made without careful evaluation, giving due regard to the need for safeguarding material considered privileged or confidential by the bidder. It is Department of Justice policy to withhold whenever possible material that is genuinely privileged or confidential.

52.233-2 Service of Protest (Sept 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: Procurement Executive, Federal Bureau of Prisons 320 First Street, N.W., Room 5006 Washington, D.C. 20534

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

2852.233-70 Protests Filed Directly with the Department of Justice (Jan 1998)

(a) The following definitions apply in this provision:

- (1) "Agency Protest Official" means the official, other than the contracting officer, designated to review and decide procurement protests filed with a contracting activity of the Department of Justice.
- (2) "Deciding Official" means the person chosen by the protestor to decide the agency protest; it may be either the Contracting Officer or the Agency Protest Official.
- (3) "Interested Party" means an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.
- (b) A protest filed directly with the Department of Justice must:
- (1) Indicate that it is a protest to the agency.
 - (2) Be filed with the Contracting Officer.
 - (3) State whether the protestor chooses to have the Contracting Officer or the Agency Protest Official decide the protest. If the protest is silent on this matter, the Contracting Officer will decide the protest.
 - (4) Indicate whether the protestor prefers to make an oral or written presentation of arguments in support of the protest to the deciding official.
 - (5) Include the information required by FAR 33.103(d)(2):
 - (i) Name, address, facsimile number and telephone number of the protestor.
 - (ii) Solicitation or contract number.
 - (iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protestor.
 - (iv) Copies of relevant documents.
 - (v) Request for a ruling by the agency.
 - (vi) Statement as to the form of relief requested.
 - (vii) All information establishing that the protestor is an interested party for the purpose of filing a protest
 - (viii) All information establishing the timeliness of the protest.
- (c) An interested party filing a protest with the Department of Justice has the choice of requesting either that the Contracting Officer or the Agency Protest Official decide the protest.
- (d) The decision by the Agency Protest Official is an alternative to a decision by the Contracting Officer. The Agency Protest Official will not consider appeals from the Contracting Officer's decision on an agency protest.
- (e) The deciding official must conduct a scheduling conference with the protestor within five (5) days after the protest is filed. The scheduling conference will establish deadlines for oral or written arguments in support of the agency protest and for agency officials to present information in response to the protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time as the scheduling conference, depending on availability of the necessary parties.
- (f) Oral conferences may take place either by telephone or in person. Other parties may attend at the discretion of the deciding official.
- (g) The protestor has only one opportunity to support or explain the substance of its protest. Department of Justice procedures do not provide for any discovery. The deciding official may request additional information from either the agency or the protestor. The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.
- (h) An interested party may represent itself or be represented by legal counsel. The Department of Justice will not reimburse the protestor for any legal fees related to the agency protest.
- (i) The Department of Justice will stay award or suspend contract performance in accordance with FAR 33.103(f). The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.
- (j) The deciding official will make a best effort to issue a decision on the protest within twenty (20) days after the filing date. The decision may be oral or written.
- (k) The Department of Justice may dismiss or stay proceeding on an agency protest if a protest on the same or similar basis is filed with a protest forum outside the Department of Justice.

(End of Provision)

52.27-103-71 Faith-Based and Community-Based Organizations (Aug 2005)

Faith-based and Community-based organizations can submit offers/bids/quotations equally with other organizations for contracts which they are eligible.

(End of Provision)

[END OF ADDENDUM TO FAR 52.212-1]

52.212-3 Offeror Representations and Certifications-Commercial Items (Dec 2012)

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

(a) *Definitions*. As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

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

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

“Inverted domestic corporation”, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

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

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

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

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

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

(6) Have been voluntarily suspended.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

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

(1) Means a small business concern—

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

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

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

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

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

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

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

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

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

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

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

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

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

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

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

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

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

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

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

(6) *WOSB concern eligible under the WOSB Program.* [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It o is, o is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) *Economically disadvantaged women-owned small business (EDWOSB) concern.* [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It o is, o is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

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

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

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

(i) *General.* The offeror represents that either—

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small

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

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

(ii) o *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns*. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

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

(i) It o is, o 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 changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

(2) *Affirmative Action Compliance*. The offeror represents that—

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

(COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

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

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

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

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

Other Foreign End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

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

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act”:

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

Line Item No. Country of Origin

[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

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

Other End Products:

Line Item No. Country of Origin

Line Item No.	Country of Origin

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

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

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

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

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

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

(2) Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) *Taxpayer Identification Number (TIN)*.

o TIN: _____.

o TIN has been applied for.

o TIN is not required because:

o 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;

o Offeror is an agency or instrumentality of a foreign government;

o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

o Sole proprietorship;

o Partnership;

o Corporate entity (not tax-exempt);

o Corporate entity (tax-exempt);

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

o Foreign government;

o International organization per 26 CFR 1.6049-4;

o Other _____.

(5) *Common parent*.

o Offeror is not owned or controlled by a common parent;

o Name and TIN of common parent:

Name _____.

TIN _____.

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

(n) *Prohibition on Contracting with Inverted Domestic Corporations*.

(1) *Relation to Internal Revenue Code*. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation*. By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran*.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications*. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

- (i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and
- (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

ATTACHMENT 001

BUSINESS MANAGEMENT QUESTIONNAIRE

(a) Provide the work distribution, by percentage, among commercial contracts and Government contracts (including prime and subcontracts).

COMMERCIAL: _____ percent GOVERNMENT: _____ percent

(b) List the last three contracts awarded to your firm which are of a related nature, indicating for each the following:

(1) (a) Customer & Address _____

(Phone) _____

(b) Contract Number _____

(c) Person to Contact _____

(Phone) _____

(d) Type of Work _____

(e) Amount of Contract \$ _____

(f) Contract Status Active Complete

(2) (a) Customer & Address _____

(Phone) _____

(b) Contract Number _____

(c) Person to Contact _____

(Phone) _____

(d) Type of Work _____

(e) Amount of Contract \$ _____

(f) Contract Status Active Complete

(3) (a) Customer & Address _____

(Phone) _____

(b) Contract Number _____

(c) Person to Contact _____

(Phone) _____
(d) Type of Work _____
(e) Amount of Contract \$ _____
(f) Contract Status Active Complete

(4) Bank Reference:

(a) Name of Bank _____
(b) Address _____

(Phone) _____

(c) Person to Contact _____
(Phone) _____

(5) Total estimated amount of work under this contract that your firm will complete
(excluding subcontractors): _____ percent

(6) Please provide your DUNS (Data Universal Numbering System) number

(7) If applicable, please provide your Parent Company's DUNS (Data Universal
Numbering System) number _____

WD 05-2513 (Rev.-12) was first posted on www.wdol.gov on 06/19/2012

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

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

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005-2513
Revision No.: 12
Date Of Revision: 06/13/2012

State: Texas

Area: Texas Counties of Erath, Hood, Jack, Johnson, Montague, Palo Pinto,
Parker, Somervell, Tarrant, Wise

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.36
01012 - Accounting Clerk II		16.13
01013 - Accounting Clerk III		18.03
01020 - Administrative Assistant		26.46
01040 - Court Reporter		17.29
01051 - Data Entry Operator I		13.20
01052 - Data Entry Operator II		14.41
01060 - Dispatcher, Motor Vehicle		21.20
01070 - Document Preparation Clerk		14.24
01090 - Duplicating Machine Operator		14.24
01111 - General Clerk I		11.32
01112 - General Clerk II		12.79
01113 - General Clerk III		15.78
01120 - Housing Referral Assistant		21.60
01141 - Messenger Courier		11.77
01191 - Order Clerk I		13.66
01192 - Order Clerk II		14.91
01261 - Personnel Assistant (Employment) I		16.75
01262 - Personnel Assistant (Employment) II		18.73
01263 - Personnel Assistant (Employment) III		20.88
01270 - Production Control Clerk		21.36
01280 - Receptionist		13.60
01290 - Rental Clerk		15.30
01300 - Scheduler, Maintenance		17.32
01311 - Secretary I		17.32
01312 - Secretary II		19.38
01313 - Secretary III		21.60
01320 - Service Order Dispatcher		18.82
01410 - Supply Technician		25.99
01420 - Survey Worker		17.29
01531 - Travel Clerk I		13.07
01532 - Travel Clerk II		14.04
01533 - Travel Clerk III		15.06
01611 - Word Processor I		12.80
01612 - Word Processor II		15.30
01613 - Word Processor III		17.29
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		22.31
05010 - Automotive Electrician		21.40
05040 - Automotive Glass Installer		21.40

05070 - Automotive Worker	21.93
05110 - Mobile Equipment Servicer	16.07
05130 - Motor Equipment Metal Mechanic	22.98
05160 - Motor Equipment Metal Worker	21.40
05190 - Motor Vehicle Mechanic	22.99
05220 - Motor Vehicle Mechanic Helper	17.15
05250 - Motor Vehicle Upholstery Worker	20.43
05280 - Motor Vehicle Wrecker	20.43
05310 - Painter, Automotive	19.45
05340 - Radiator Repair Specialist	20.43
05370 - Tire Repairer	11.39
05400 - Transmission Repair Specialist	22.98
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.14
07041 - Cook I	10.33
07042 - Cook II	11.69
07070 - Dishwasher	8.55
07130 - Food Service Worker	9.61
07210 - Meat Cutter	13.63
07260 - Waiter/Waitress	9.03
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.72
09040 - Furniture Handler	11.79
09080 - Furniture Refinisher	14.72
09090 - Furniture Refinisher Helper	11.79
09110 - Furniture Repairer, Minor	12.94
09130 - Upholsterer	14.29
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.82
11060 - Elevator Operator	9.70
11090 - Gardener	13.58
11122 - Housekeeping Aide	9.70
11150 - Janitor	9.70
11210 - Laborer, Grounds Maintenance	10.39
11240 - Maid or Houseman	8.47
11260 - Pruner	11.58
11270 - Tractor Operator	12.47
11330 - Trail Maintenance Worker	11.07
11360 - Window Cleaner	11.02
12000 - Health Occupations	
12010 - Ambulance Driver	16.96
12011 - Breath Alcohol Technician	19.80
12012 - Certified Occupational Therapist Assistant	28.62
12015 - Certified Physical Therapist Assistant	27.35
12020 - Dental Assistant	19.08
12025 - Dental Hygienist	36.14
12030 - EKG Technician	28.89
12035 - Electroneurodiagnostic Technologist	28.89
12040 - Emergency Medical Technician	16.96
12071 - Licensed Practical Nurse I	18.42
12072 - Licensed Practical Nurse II	20.60
12073 - Licensed Practical Nurse III	22.96
12100 - Medical Assistant	14.89
12130 - Medical Laboratory Technician	19.22
12160 - Medical Record Clerk	15.45
12190 - Medical Record Technician	17.26
12195 - Medical Transcriptionist	17.87
12210 - Nuclear Medicine Technologist	33.52
12221 - Nursing Assistant I	10.43
12222 - Nursing Assistant II	11.72
12223 - Nursing Assistant III	12.80

12224 - Nursing Assistant IV	14.36
12235 - Optical Dispenser	15.48
12236 - Optical Technician	13.78
12250 - Pharmacy Technician	15.18
12280 - Phlebotomist	14.36
12305 - Radiologic Technologist	25.82
12311 - Registered Nurse I	25.82
12312 - Registered Nurse II	31.58
12313 - Registered Nurse II, Specialist	31.58
12314 - Registered Nurse III	38.19
12315 - Registered Nurse III, Anesthetist	38.19
12316 - Registered Nurse IV	45.78
12317 - Scheduler (Drug and Alcohol Testing)	24.53
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.65
13012 - Exhibits Specialist II	25.77
13013 - Exhibits Specialist III	31.28
13041 - Illustrator I	24.95
13042 - Illustrator II	30.91
13043 - Illustrator III	37.82
13047 - Librarian	31.56
13050 - Library Aide/Clerk	14.33
13054 - Library Information Technology Systems Administrator	27.42
13058 - Library Technician	15.98
13061 - Media Specialist I	19.78
13062 - Media Specialist II	22.13
13063 - Media Specialist III	24.67
13071 - Photographer I	16.50
13072 - Photographer II	18.46
13073 - Photographer III	22.87
13074 - Photographer IV	27.97
13075 - Photographer V	33.85
13110 - Video Teleconference Technician	21.59
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.91
14042 - Computer Operator II	17.80
14043 - Computer Operator III	21.23
14044 - Computer Operator IV	24.67
14045 - Computer Operator V	27.62
14071 - Computer Programmer I	(see 1)
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.91
14160 - Personal Computer Support Technician	24.67
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	35.04
15020 - Aircrew Training Devices Instructor (Rated)	42.54
15030 - Air Crew Training Devices Instructor (Pilot)	50.81
15050 - Computer Based Training Specialist / Instructor	35.04
15060 - Educational Technologist	30.46
15070 - Flight Instructor (Pilot)	50.81
15080 - Graphic Artist	22.70
15090 - Technical Instructor	22.61
15095 - Technical Instructor/Course Developer	27.44
15110 - Test Proctor	18.16
15120 - Tutor	18.16

16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.32
16030 - Counter Attendant	9.32
16040 - Dry Cleaner	11.86
16070 - Finisher, Flatwork, Machine	9.32
16090 - Presser, Hand	9.32
16110 - Presser, Machine, Drycleaning	9.32
16130 - Presser, Machine, Shirts	9.32
16160 - Presser, Machine, Wearing Apparel, Laundry	9.32
16190 - Sewing Machine Operator	12.50
16220 - Tailor	13.33
16250 - Washer, Machine	10.19
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.91
19040 - Tool And Die Maker	22.87
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.02
21030 - Material Coordinator	19.45
21040 - Material Expediter	19.45
21050 - Material Handling Laborer	12.80
21071 - Order Filler	13.57
21080 - Production Line Worker (Food Processing)	15.02
21110 - Shipping Packer	13.52
21130 - Shipping/Receiving Clerk	13.52
21140 - Store Worker I	11.85
21150 - Stock Clerk	15.94
21210 - Tools And Parts Attendant	15.02
21410 - Warehouse Specialist	15.02
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	30.47
23021 - Aircraft Mechanic I	29.07
23022 - Aircraft Mechanic II	30.47
23023 - Aircraft Mechanic III	31.89
23040 - Aircraft Mechanic Helper	19.71
23050 - Aircraft, Painter	21.37
23060 - Aircraft Servicer	22.61
23080 - Aircraft Worker	23.52
23110 - Appliance Mechanic	17.18
23120 - Bicycle Repairer	11.39
23125 - Cable Splicer	21.60
23130 - Carpenter, Maintenance	17.25
23140 - Carpet Layer	15.34
23160 - Electrician, Maintenance	20.94
23181 - Electronics Technician Maintenance I	25.82
23182 - Electronics Technician Maintenance II	27.21
23183 - Electronics Technician Maintenance III	28.68
23260 - Fabric Worker	15.63
23290 - Fire Alarm System Mechanic	19.04
23310 - Fire Extinguisher Repairer	15.48
23311 - Fuel Distribution System Mechanic	19.28
23312 - Fuel Distribution System Operator	15.47
23370 - General Maintenance Worker	17.70
23380 - Ground Support Equipment Mechanic	29.07
23381 - Ground Support Equipment Servicer	22.61
23382 - Ground Support Equipment Worker	23.52
23391 - Gunsmith I	15.48
23392 - Gunsmith II	17.79
23393 - Gunsmith III	19.76
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.50
23411 - Heating, Ventilation And Air Contditioning	20.44

Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	19.71
23440 - Heavy Equipment Operator	16.87
23460 - Instrument Mechanic	22.51
23465 - Laboratory/Shelter Mechanic	18.74
23470 - Laborer	12.10
23510 - Locksmith	18.99
23530 - Machinery Maintenance Mechanic	21.04
23550 - Machinist, Maintenance	17.89
23580 - Maintenance Trades Helper	12.97
23591 - Metrology Technician I	22.51
23592 - Metrology Technician II	23.59
23593 - Metrology Technician III	24.69
23640 - Millwright	22.28
23710 - Office Appliance Repairer	18.30
23760 - Painter, Maintenance	16.19
23790 - Pipefitter, Maintenance	22.46
23810 - Plumber, Maintenance	21.38
23820 - Pneudraulic Systems Mechanic	19.76
23850 - Rigger	21.88
23870 - Scale Mechanic	17.79
23890 - Sheet-Metal Worker, Maintenance	18.28
23910 - Small Engine Mechanic	17.03
23931 - Telecommunications Mechanic I	22.19
23932 - Telecommunications Mechanic II	23.17
23950 - Telephone Lineman	21.40
23960 - Welder, Combination, Maintenance	17.75
23965 - Well Driller	20.07
23970 - Woodcraft Worker	19.76
23980 - Woodworker	15.47
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.73
24580 - Child Care Center Clerk	13.39
24610 - Chore Aide	8.60
24620 - Family Readiness And Support Services Coordinator	13.70
24630 - Homemaker	17.73
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.92
25040 - Sewage Plant Operator	17.52
25070 - Stationary Engineer	22.92
25190 - Ventilation Equipment Tender	15.57
25210 - Water Treatment Plant Operator	17.52
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.51
27007 - Baggage Inspector	14.10
27008 - Corrections Officer	19.21
27010 - Court Security Officer	23.50
27030 - Detection Dog Handler	16.92
27040 - Detention Officer	21.13
27070 - Firefighter	22.87
27101 - Guard I	14.10
27102 - Guard II	16.92
27131 - Police Officer I	27.08
27132 - Police Officer II	30.10
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.31
28042 - Carnival Equipment Repairer	13.07
28043 - Carnival Equipment Worker	9.50
28210 - Gate Attendant/Gate Tender	14.18
28310 - Lifeguard	11.19

28350	- Park Attendant (Aide)	15.86
28510	- Recreation Aide/Health Facility Attendant	11.57
28515	- Recreation Specialist	18.00
28630	- Sports Official	12.63
28690	- Swimming Pool Operator	18.88
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	18.83
29020	- Hatch Tender	18.83
29030	- Line Handler	18.83
29041	- Stevedore I	16.48
29042	- Stevedore II	18.79
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist, Center (HFO) (see 2)	37.81
30011	- Air Traffic Control Specialist, Station (HFO) (see 3)	26.07
30012	- Air Traffic Control Specialist, Terminal (HFO) (see 3)	28.72
30021	- Archeological Technician I	19.29
30022	- Archeological Technician II	22.30
30023	- Archeological Technician III	27.75
30030	- Cartographic Technician	27.75
30040	- Civil Engineering Technician	24.64
30061	- Drafter/CAD Operator I	20.07
30062	- Drafter/CAD Operator II	22.40
30063	- Drafter/CAD Operator III	24.97
30064	- Drafter/CAD Operator IV	30.73
30081	- Engineering Technician I	17.56
30082	- Engineering Technician II	19.70
30083	- Engineering Technician III	22.03
30084	- Engineering Technician IV	27.30
30085	- Engineering Technician V	33.40
30086	- Engineering Technician VI	40.41
30090	- Environmental Technician	24.73
30210	- Laboratory Technician	21.60
30240	- Mathematical Technician	27.75
30361	- Paralegal/Legal Assistant I	18.92
30362	- Paralegal/Legal Assistant II	23.44
30363	- Paralegal/Legal Assistant III	28.67
30364	- Paralegal/Legal Assistant IV	34.70
30390	- Photo-Optics Technician	27.75
30461	- Technical Writer I	25.09
30462	- Technical Writer II	30.68
30463	- Technical Writer III	37.13
30491	- Unexploded Ordnance (UXO) Technician I	24.03
30492	- Unexploded Ordnance (UXO) Technician II	29.08
30493	- Unexploded Ordnance (UXO) Technician III	34.85
30494	- Unexploded (UXO) Safety Escort	24.03
30495	- Unexploded (UXO) Sweep Personnel	24.03
30620	- Weather Observer, Combined Upper Air Or (see 3)	24.97
	Surface Programs	
30621	- Weather Observer, Senior (see 3)	25.23
31000	- Transportation/Mobile Equipment Operation Occupations	
31020	- Bus Aide	10.18
31030	- Bus Driver	14.88
31043	- Driver Courier	16.55
31260	- Parking and Lot Attendant	8.87
31290	- Shuttle Bus Driver	18.09
31310	- Taxi Driver	9.76
31361	- Truckdriver, Light	18.09
31362	- Truckdriver, Medium	20.50
31363	- Truckdriver, Heavy	21.04
31364	- Truckdriver, Tractor-Trailer	21.04
99000	- Miscellaneous Occupations	

99030 - Cashier	9.76
99050 - Desk Clerk	9.75
99095 - Embalmer	20.05
99251 - Laboratory Animal Caretaker I	10.86
99252 - Laboratory Animal Caretaker II	11.87
99310 - Mortician	23.40
99410 - Pest Controller	17.39
99510 - Photofinishing Worker	13.86
99710 - Recycling Laborer	15.88
99711 - Recycling Specialist	18.87
99730 - Refuse Collector	14.05
99810 - Sales Clerk	13.65
99820 - School Crossing Guard	9.97
99830 - Survey Party Chief	24.51
99831 - Surveying Aide	14.21
99832 - Surveying Technician	17.89
99840 - Vending Machine Attendant	14.09
99841 - Vending Machine Repairer	17.06
99842 - Vending Machine Repairer Helper	14.05

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.71 per hour or \$148.40 per week or \$643.07 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

determination.

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

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

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

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

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

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

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

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

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

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

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

** UNIFORM ALLOWANCE **

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

following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage

and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

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

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