SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER: AE200062438103

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			W911KF-06-Q-0195	19-Sep-2006

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	RITA B. DINGLER	256 235-6027	07:00 AM 25 Sep 2006

9. ISSUED BY CODE W911KF

DOC-ANNISTON ARMY DEPOT
DIRECTORATE OF CONTRACTING
7 FRANKFORD AVENUE
ANNISTON AL 36201-4199

TEL:
FAX: 2562403077 EXT. 2222

10. THIS ACQUISITION IS
- [ ] UNRESTRICTED
- [X] SET ASIDE: 100 % FOR
  - [X] SMALL BUSINESS
  - [ ] HUBZONE SMALL BUSINESS
  - [ ] 8(A)

NAICS: 541511
SIZE STANDARD: $23M

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS
Prompt Paymt
1% 20 Days
2% 10 Days

- [X] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING D0-C9

14. METHOD OF SOLICITATION
- [X] RFQ
- [ ] IFB
- [ ] RFP

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

17a. CONTRACTOR/OFFEROR CODE

Portal Dynamics, Inc.
5845 Richmond Highway, Ste 600
Alexandria, VA 22303

TEL. 703-778-3508 FACILITY CODE 1UHKO

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED - [ ] SEE ADDENDUM

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

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

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

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES
- [X] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE
- [ ] OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

Sheryle T. Krashevski

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

31c. DATE SIGNED

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)
Sheryle T. Krashevski
Director, Corporate Management

30c. DATE SIGNED 9/23/06

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)

TEL: EMAIL:

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
PARTIAL FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

PROVISIONS

Provision 1: The following documents are incorporated as part of this solicitation: (1) Statement of Work; (2) Personal Data Questionnaire Form 380-2; (3) Evidence of Authority to Sign Offers; (4) Contractor Request for Waiver For Non-EPA Comprehensive Guideline Items; (5) EPA Guideline Items; (6) Contractor Affirmative Procurement Report Form; (7) Quality Surveillance Plan (8) Past Performance Evaluation Plan, (9) Past Performance Evaluation Matrix, (10) Wage Determination and (11) Incentive Plan.

Provision 2: All contractor employees must complete a Personal Data Questionnaire Form 380-2 and provide to Contracting Officer at least 5 days before starting to work on Anniston Army Depot. The form is needed for a security review to be completed and for a badge to be issued to the contractor employee.

Provision 3: Clause 52.211-4401, Paragraph P, of the Local Rules and Regulations Clause, entitled: ANAD Network, requires contractors to submit a letter to the ANAD Security Management Office (SMO) stating that a National Agency Check (NAC) has been initiated and furnish a copy of the SF 85P, Questionnaire for Public Trust Positions, for review prior to issuance of an interim password. A copy of SF85P can be found at http://www.opm.gov/forms/pdf_fill/SF85P.pdf#search=%22SF%2085P%2C%20Questionnaire%20for%20Public%20Trust%20Positions%22. The results of the NAC investigation shall be furnished to the Security Management Office, Security Office Identifier number A077, for the final adjudication. It is the responsibility of your Facility Security Officer to initiate this investigation.

Provision 4: Offer must be submitted electronically, reference clause 52.000-4706 Electronic Submission of Offers.

Provision 5: Contracting Officer's Representative (COR) for this Contract is:

Anniston Army Depot
Attn: AMSTA-AN-DOIM-WMD, Gary Parris
7 Frankford Ave, Bldg. 362
Anniston, AL 36201-4199

Provision 6: Contractor must accept Government Smart Pay Visa Credit Card or provide their electronic funds transfer address. Contractors must be registered in the Central Contractor Registration (CCR) Program before an award will be issued. COMPLETE THE FOLLOWING INFORMATION AND INCLUDE WITH ANY OFFER.

Accept VISA? Yes____ No X

If no, EFT address: SunTrust Bank
Routing No - 61000104
Acct No - 700288406

Federal Tax Identification Number: 54-2016438
Dun & Bradstreet Number (DUNS): 021104794
CAGE Code: 1UHKO
Central Contractor Registration: Yes X No____ Expiration Date: 4/24/07

Vendor Contact Information: POC Sheryle Krashevski
Telephone: 703-778-3508
FAX: 703-778-3520
Email: skrashevski@portal-dynamics.com

Provision 7: The contractor shall comply with Resource Conservation and Recovery Act (RCRA) affirmative procurement (or 'buying recycled') requirements by giving preference in their purchasing process to products and

practices that promote recycling and other environmentally friendly practices. The contractor is also responsible for insuring that all sub-contractors comply with Affirmative Procurement (AP) requirements. Except as specifically waived in writing, for reasons of price, performance or availability, any products in the attached EPA guideline items list provided by the contractor as part of the performance of this contract must meet the minimum percentage levels of recovered materials as specified to these standard contract terms and conditions. Please refer to the attached EPA list of designated recovered materials content products (attached). On completion of work, contractor shall submit to the COR or Contract Specialist a completed "affirmative procurement reporting form" (attached) for actions taken under that specific order.

The contractor shall submit the attached "Contractor Request for Waiver for Non-EPA Comprehensive Guideline Items" (attached) as written documentation to support the decision not to acquire items meeting the minimum content levels, based on one of the three justifications below:

a. The product is not available from a sufficient number of sources to maintain a sufficient level of competition (i. e., available from two or more sources) or is not available at a reasonable price.

b. The product is not available within a reasonable period of time.

c. The product does not meet the performance standards in applicable specifications or fails to meet reasonable performance standards of the agency.

See FAR clauses 52.223-4 and 52.223-9 for further guidance.

Provision 8: OPTION YEARS: Contractor shall be notified at least sixty (60) days prior to expiration date of the contract if the Government intends to exercise it's option to extend the contract for an additional year. In the event the Government fails to notify the contractor within the said sixty (60) days, but at a time less than sixty (60) days prior to the expiration date does notify the contractor that it intends to exercise the option to extend the contract for an additional year, the contractor will have the right to waive the sixty (60) days notice requirement and to perform under the option contract.

Provision 9: CCR REGISTRATION. Please review the accuracy of your Central Contractor Registration (CCR) information. The Department of Defense began using a new reporting system in fiscal year 2005. The system will automatically pull information from the CCR. It is imperative that the information for your company is correctly recorded. Awarding of a contract to a particular company could be impacted by the information found at the CCR.

Provision 10: Provide past performance proposal and evaluation information with your proposal. Reference 52.0000-4708 and the Evaluation Plan.

Provision 11: The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: https://contractormanpower.army.pentagon.mil . The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative; (2) Contract number including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data; (5) Estimated direct labor hours (including sub-contractors); (6) Estimated direct labor dollars paid this reporting period (including sub-contractors); (7) Total payments (including sub-contractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information); (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment or contingency contract language; and (13) Number of contractor and sub-contractor employees deployed in theater this report period (by country). As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported

by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each requirement data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

Provision 12: Prospective contractors may complete electronic annual representations and certifications at HTTP://ORCA.BPN.GOV in conjunction with required registration in the central contractor registration (CCR) database (see FAR 4.1102). Prospective contractors shall update the representations and certifications submitted to ORCA as necessary, but at least annyally, to ensure they are kept current, accurate, and compelte. The representations and certifications are effective until one year from date of submission or update to ORCA.

Provision 13: Safety Practices and Guidelines. The Contractor shall conform to all federal OSHA standards applicable to the work performed and all safety practices and guidelines contained within this Statement of Work. Contractor shall strictly adhere to the contract clause entitled "Accident Prevention", Army Material Command (AMC) Regulation (R) 385-100, Safety and Occupational Health Regulation ANADR 385-1, Engineering Manual (EM) 385-1-1, 29 Code of Federal Regulations (CFR) 1926/1910, other related Department of Transportation (DOT) Regulations (49 CFR), and all local policies.

If a contractor employee is observed performing an activity in a manner inconsistent with any of the above cited regulations or is engaged in any activity that is dangerous to life, limb, or government property, the ANAD Safety Representative shall have the authority to notify the employee and/or the contractor's on-site supervisor of the hazardous activity and require correction of the hazardous activity. This authority does not preclude the Safety Representative from notifying the Contracting Officer's Representative of the hazardous condition or safety violation in appropriate situations.

If necessary, the ANAD Safety Representative shall have the authority on behalf of the Contracting Officer to require the contractor and/or its employee to stop the hazardous activity until corrective action is taken to eliminate a hazardous condition or safety violation. Said action shall not be considered to be the basis of a claim and shall be at no cost to the Government.

Contractor will notify ANAD Safety Office immediately of Reports of Inspections and/or Notices of Violation or other enforcement actions (including warning letters) received from by local, State, and Federal Regulators in which the violation is attributed to the action of the contractor or its subcontractors while working or providing services on ANAD's installation. Contractor will provide ANAD with a copy of the Inspection Report, Notice of Violation or other enforcement action, and all supporting documentation.

PRICING RECAP.

Base Year (Line Item 0001)	$ 964,516.68
1st Option Year (Line Item 0002)	$ 712,761.36
2nd Option Year (Line Item 0003)	$ 720,028.56
3rd Option Year (Line Item 0004)	$ 748,509.72
4th Option Year	$ 778,130.04

(Line Item 0005)

Base Year (Line Item 0006)	$ 1,773.28
1st Option Year (Line Item 0007)	$ 0.00
2nd Option Year (Line Item 0008)	$ 0.00
3rd Option Year (Line Item 0009)	$ 0.00
4th Option Year (Line Item 0010)	$ 0.00
TOTAL	$ 3,925,719.64

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	DTAVS Support - Base Year FFP Non-personal Services. Contractor to provide maintenance and sustainment support for the Depot Total Asset Visibility System (DTAVS), DTAVS user help desk support, and DTAVS report generation and system instrumentation/augmentation in accordance with Statement of Work. Period of performance is 1 Oct 06 - 30 Sep 07. FOB: Destination PURCHASE REQUEST NUMBER: AE200062438103	12	Months	$80,376.39	$964,516.68

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	DTAVS Support - 1st Option Year FFP Non-personal Services. Contractor to provide maintenance and sustainment support for the Depot Total Asset Visibility System (DTAVS), DTAVS user help desk support, and DTAVS report generation and system instrumentation/augmentation in accordance with Statement of Work. Period of performance is 1 Oct 07- 30 Sep 08. FOB: Destination	12	Months	$59,396.78	$712,761.36

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	DTAVS Support - 2nd Option Year FFP Non-personal Services. Contractor to provide maintenance and sustainment support for the Depot Total Asset Visibility System (DTAVS), DTAVS user help desk support, and DTAVS report generation and system instrumentation/augmentation in accordance with Statement of Work. Period of performance is 1 Oct 08 - 30 Sep 09. FOB: Destination	12	Months	$60,002.38	$720,028.56

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	DTAVS Support - 3rd Option Year FFP Non-personal Services. Contractor to provide maintenance and sustainment support for the Depot Total Asset Visibility System (DTAVS), DTAVS user help desk support, and DTAVS report generation and system instrumentation/augmentation in accordance with Statement of Work. Period of performance is 1 Oct 09- 30 Sep 10. FOB: Destination	12	Months	$62,375.81	$748,509.72

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	DTAVS Support - 4th Option Year FFP Non-personal Services. Contractor to provide maintenance and sustainment support for the Depot Total Asset Visibility System (DTAVS), DTAVS user help desk support, and DTAVS report generation and system instrumentation/augmentation in accordance with Statement of Work. Period of performance is 1 Oct 10 - 30 Sep 11. FOB: Destination	12	Months	$64,844.17	$778,130.04

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006					
	Contractor Manpower - Base Year FFP Thiis CLIN is used for the pricing of the collection and reporting of Contractor Manpower Reporting data and will be priced in accordance with Part C, Paragraph C.5(t) Contractor Manpower Reporting (CMR). Reporting period will be the period of performance not to exceed twelve months ending 30 September of each Government Fiscal Year and must be reported by 31 October of each calendar year. Contractor will specify labor categories and number of hours required for the CMR reporting of this order and the applicable labor rates. The Unit Identification Code for Anniston Army Depot is WOLXAA. FOB: Destination		LUMP SUM		$1,773.28
			NET AMT		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 OPTION		1	Lump Sum		
	Contractor Manpower - 1st Option Year FFP Thiis CLIN is used for the pricing of the collection and reporting of Contractor Manpower Reporting data and will be priced in accordance with Part C, Paragraph C.5(t) Contractor Manpower Reporting (CMR). Reporting period will be the period of performance not to exceed twelve months ending 30 September of each Government Fiscal Year and must be reported by 31 October of each calendar year. Contractor will specify labor categories and number of hours required for the CMR reporting of this order and the applicable labor rates. The Unit Identification Code for Anniston Army Depot is WOLXAA. FOB: Destination				$0.00
			NET AMT		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008 OPTION	Contractor Manpower - 2nd Option Year FFP Thiis CLIN is used for the pricing of the collection and reporting of Contractor Manpower Reporting data and will be priced in accordance with Part C, Paragraph C.5(t) Contractor Manpower Reporting (CMR). Reporting period will be the period of performance not to exceed twelve months ending 30 September of each Government Fiscal Year and must be reported by 31 October of each calendar year. Contractor will specify labor categories and number of hours required for the CMR reporting of this order and the applicable labor rates. The Unit Identification Code for Anniston Army Depot is WOLXAA. FOB: Destination	1	Lump Sum		$0.00

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009 OPTION	Contractor Manpower - 3rd Option Year FFP Thiis CLIN is used for the pricing of the collection and reporting of Contractor Manpower Reporting data and will be priced in accordance with Part C, Paragraph C.5(t) Contractor Manpower Reporting (CMR). Reporting period will be the period of performance not to exceed twelve months ending 30 September of each Government Fiscal Year and must be reported by 31 October of each calendar year. Contractor will specify labor categories and number of hours required for the CMR reporting of this order and the applicable labor rates. The Unit Identification Code for Anniston Army Depot is WOLXAA. FOB: Destination	1	Lump Sum		$0.00

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010		1	Lump Sum		
OPTION	Contractor Manpower - 4th Option Year FFP Thiis CLIN is used for the pricing of the collection and reporting of Contractor Manpower Reporting data and will be priced in accordance with Part C, Paragraph C.5(t) Contractor Manpower Reporting (CMR). Reporting period will be the period of performance not to exceed twelve months ending 30 September of each Government Fiscal Year and must be reported by 31 October of each calendar year. Contractor will specify labor categories and number of hours required for the CMR reporting of this order and the applicable labor rates. The Unit Identification Code for Anniston Army Depot is WOLXAA. FOB: Destination				$0.00

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	N/A	Government
0007	Destination	Government	N/A	Government
0008	Destination	Government	N/A	Government
0009	Destination	Government	N/A	Government
0010	Destination	Government	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC

0001	POP 01-OCT-2006 TO 30-SEP-2007	N/A	ANNISTON ARMY DEPOT WORK TO BE PERFORMED AT ANNISTON ARMY DEPOT ANNISTON AL 36201-4199 FOB: Destination	W31G1Y
0002	POP 01-OCT-2007 TO 30-SEP-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31G1Y
0003	POP 01-OCT-2008 TO 30-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31G1Y
0004	POP 01-OCT-2009 TO 30-SEP-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31G1Y
0005	POP 01-OCT-2010 TO 30-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31G1Y
0006	POP 01-OCT-2006 TO 30-SEP-2007	N/A	ANNISTON ARMY DEPOT SEE SCHEDULE ANNISTON AL FOB: Destination	W31G1Y
0007	POP 01-OCT-2007 TO 30-SEP-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31G1Y
0008	POP 01-OCT-2008 TO 30-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31G1Y
0009	POP 01-OCT-2009 TO 30-SEP-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31G1Y
0010	POP 01-OCT-2010 TO 30-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31G1Y

STATEMENT OF WORK

ATTACHMENT 0001
Depot Total Asset Visibility System Support
Statement of Work

1. Objective: One year on-site support of the Depot Total Asset Visibility System (DTAVS) at Anniston Army Depot. Information and responsibilities are listed below. This contract will be for a base year and four option years.

2. Scope: Provide maintenance and sustainment support for the Depot Total Asset Visibility System (DTAVS), DTAVS user help desk support, and DTAVS report generation and system instrumentation/augmentation. Contractor will be expected to perform contract work on-site from 0700-1700 Monday through Friday, and on-call assistance during all other times. On-call assistance is defined as telephonic

support and direct assistance via remote VPN access as described in paragraph 7.c of this Statement of Work. Maintenance and sustainment involves knowledge of both the DTAVS system and the integrated technologies which comprise the DTAVS operating environment. These technologies include extensive knowledge of Microsoft's Visual Studio 2005 Integrated Development Environment (IDE), the C# and Visual Basic programming languages, Microsoft SQL 2000/2005 servers and T-SQL programming environments, Microsoft's IIS web server, and associated Windows 2003 operating system platforms. A detailed knowledge of the DTAVS system and its component applications is also required. The component applications include the Visual Planning System (VPS), the HighJump/AIT application, and associated interfaces between the two components. Sustainment support of the DTAVS environment assumes a capability to perform required maintenance development tasks, problem resolution/research, system upgrade/integration, and maintenance of the business solutions in support of the depot's heavy industrial complex. Business solutions are based on ANAD customer needs and crafted to drive the development of information technology solutions. The contractor must have a solid ability to document/develop end user requirements, interact with DTAVS support groups, and demonstrate an understanding of customer business processes. The contractor will be expected to plan and lead assigned projects (with minimal guidance), anticipate, research, identify and develop solutions to customer problems. The contractor must be able to fulfill the requirements described in this statement of work by employing a comprehensive knowledgeable of the ANAD DTAVS, the HighJump/AIT and interfaces to the Visual Planning System. ANAD will not provide start-up or transition training to the Contractor. Contractor must begin at the full performance level.

3. Provide Data Management

a. Continuing data management workload exists within DTAVS in order to maintain the "health" of the system data warehouses. Due primarily to constantly changing business rules, underlying route and process refinements, modification of shop project orders, etc. an appreciable amount of time is needed by qualified database SQL specialists to effect en mass changes to ANAD user data on a daily basis. Historically, ANAD averages three to four requests per week which require appreciable reengineering and/or conversion of SQL data and associated database structures.

b. Two other data-related support requirements include the following:

1) the maintenance of the staging data warehouse for verification and validation of new releases of DTAVS software.
2) the elimination of "unwanted" user data. Unwanted user data includes shop project order data, basket configuration data, and process data entered in error and never resolved by the user. This unwanted data has a negative ripple effect the longer it is allowed to remain within the active data store.

Problems/tasks which fall in these areas generally occur once every three to four weeks.

4. Provide DTAVS Help Desk Support

a. The contractor will be expected to perform Level I and Level II DTAVS Help Desk problem resolution. DTAVS Level I problems are at the user level, while level II problems involve the detailed review of application and system error logs and the possible review of application code. Level I problems/questions are averaging seven per day and require approximately three hours per day for resolution. Level II support calls are currently requiring six hours per day.

5. System Instrumentation/Augmentation/Reporting Capabilities

a. System instrumentation support is required by the Government and very likely will require code redesign and modification to effect the desired changes. Contractor support is needed in the following areas of DTAVS:

1) Provide Shortage lists (Variance Reports).

a) Baskets that are configured to contain a set number of parts are currently being routed. Based on these 'workstation requirements', VPS should provide a list of items short in these baskets. By providing a list of shortages at the time of submission, the receiving work center eliminates travel and wait times to locate parts.

2) Provide In-Scans. (Assets moving into a work area/buildings)

a) Provide code redesign and modification for in-scans (i.e., receipt at building) for subsequent cycle time and throughput analysis.

3) Provide improvements for VPS interface and navigation.

Many areas of the graphical user interface (GUI) are in need of redesign/consolidation. These changes to the navigation of VPS are needed to improve user interaction with the system. The contractor will perform an analysis of existing function navigation, recommend changes to ANAD DOIM personnel, and affect approved changes to the GUI.

4) Provide AIT/HL Interface

a) The interface module that moves data between VPS and HL is less than perfect. We have errors in the transfer of data, but user workflow is not interrupted. Possible changes to both "sides" of the interface need further investigation and subsequent implementation (required changes to the HighJump/AIT "side" of the interface will be worked in compliance with existing maintenance agreements).

5) Provide export and print tools

a) Users need the ability to extract, export and print data of their choice from VPS. These features should be customized based on Value Stream or role in VPS.

6) Support and implement user requests for navigation improvements and file export capabilities.

a) VPS has evolved rapidly. Users have and continue to make valid requests to improve the layout or the functionality.

b) Currently there are two requests in the Help Desk area of VPS. These requests are part of the export and print tools aforementioned.

7) Provide VPS embedded reporting capabilities detailing:

a) Baskets and parts by any of the following: PCN, Work Center, Material Expeditor, WSR, EIC, route, range of dates, etc.

b) Program, SPO and Program End Item reporting.

c) Overdue items.

d) Meet weekly with Government representative to review status of report development based on Government priorities.

6. System Administrator Support.

a. Maintenance programming and troubleshooting support as required for patches and upgrades to the operating and SQL servers. Assistance is needed in making sure that programs still function and will function when operating systems/servers are upgraded. This would include IAVA's and technical changes made to the system in order to become compliant with Army regulations.

b. Trouble shooting assistance with DTAV in cases of system failure due to hardware, network and software malfunctions, as well as for hardware upgrades or changes.

7. Responsibilities of ANAD DOIM.

a. Provide government personnel to familiarize vendor with specific work requirements, coordinate tasks, and prioritize deadlines as needed. However, Contractor has primary responsibility for workload requirements to accomplish the SOW.

b. Provide equipment and tools necessary for support.

c. Provide sufficient office space, computers, phone, and VPN (remote) access.

d. Provide a technical representative to monitor and evaluate contractor performance.

8. Responsibilities of Contractor.

a. Perform all aspects of Statement of Work to required schedule.

b. Provide monthly reports to COR showing work accomplished against the SOW.

c. Provide informal updates on work status as requested by COR.

d. Comply with DoD, Army and ANAD information systems access/use regulations and requirements.

CLAUSES INCORPORATED BY REFERENCE

52.204-7	Central Contractor Registration	JUL 2006
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.223-4	Recovered Material Certification	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

52.0000-4000 DISCLOSURE OF UNIT PRICE INFORMATION

This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23, 1987), of our intention to release unit prices in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such posting prior to submission of initial proposals.

(End of clause)

52.000-4055 NOTICE OF CONTRACT MANAGEMENT

Notwithstanding the Contractor's responsibility for total management responsibility during the performance of this Contract, the administration of the Contract will require maximum coordination between the Government and the Contractor. Upon award of a Contract, the Contracting Officer will appoint a Contracting Officer's Representative as his point of contact.

(a) Contracting Officer's Representative

A COR will be appointed by the Contracting Officer to monitor the Contract for technical compliance and to assist with Contract Administration. The precise responsibility and authority of the COR will be explained in his letter of appointment. The Contractor will be provided a copy of the COR appointment letter.

(b) Contracting Officer

The Contracting Officer is responsible for and will manage all Contract Administration. Accordingly, all communication pertaining to Contract Administration shall be addressed to the Contracting Officer.

52.0000-4402 MISUSE OF GOVERNMENT SYSTEMS

(This requirement applies to misuse of telephone systems, e-mail, and other information technology systems including the Internet for the visiting, viewing, transmitting, printing or mailing of sexually explicit materials or other misuse.)

(a) Any individual, firm, corporation, partnership, association, or other legal non-Federal entity or tenant activity that enters into a contract directly with the Anniston Army Depot to furnish services, supplies, or both, including construction (prime or subcontractors), if applicable, are strictly prohibited from misusing Government equipment, telephone systems, e-mail and other systems including the Internet for visiting, viewing, transmitting, printing or mailing sexually explicit materials via the Internet web sites. Such use includes, but is not limited to, the use of the aforementioned communications systems to:

(1) Create, download, store, copy, transmit, or broadcast chain letters;

(2) Create, download, store, copy, transmit, or broadcast sexually explicit materials;

(3) "Spam," that is, to exploit list servers or similar broadcast systems for purposes beyond their intended scope to amplify the widespread distribution of unsolicited e-mail;

(4) Send a "letter-bomb," that is, to re-send the same e-mail message repeatedly to one or more recipients to interfere with the recipient's use of e-mail;

(5) Broadcast unsubstantiated virus warnings from sources other than systems administrators; or

(6) Broadcast e-mail messages to large groups of e-mail users (entire organizations) instead of targeting smaller populations.

(b) Guidance for telephone calls while at a temporary duty location is reflected in the Joint Travel Regulations (JTR).

(c) Abuse of DoD and Army telecommunications systems, to include telephone, e-mail systems, or the Internet, will be immediately brought to the attention of the perpetrating individual's (firm, corporation, partnership, association, or other legal non-Federal entity or tenant activity) management and may result in their immediate dismissal (long or short term) from the Anniston Army Depot's facilities and/or some other disciplinary action or contract remedy.

(d) When deemed appropriate the responsible individual, firm, corporation, partnership, association, or other legal non-Federal entity or tenant activity entering into a contract directly with the Anniston Army Depot to furnish services, supplies, or both, including construction (prime or subcontractors) will fully reimburse/compensate the Anniston Army Depot for the time lost during the employee's illegal activities, for the use of the computer and telephone lines during the identified periods of misuse, and for such other consequential damages as may be appropriate.

(e) The use of the Anniston Army Depot's telephone systems, e-mail and other systems (including the Internet) are limited to the conduct of official business or other authorized uses. Official business calls and e-mail messages are defined as those that are necessary in the interest of the Government (for example, calls and e-mail messages

directly related to the conduct of DoD business or having an indirect impact on this depot's ability to conduct its business).

(End of clause)

52.0000-4404 IDENTIFICATION OF CONTRACTOR EMPLOYEES

This requirement is only applicable to the Contractor when the Contractor has employees working on the Anniston Army Depot.

1. All contractors are responsible for obtaining/returning identification badges and/or vehicle decals required for the term of the contract or release of employee (see paragraph 2 on release of Contractor employee). See Local Rules and Regulations clause. All Contractor employees meeting with Government employees or attending meetings at Anniston Army Depot (ANAD) shall, at the beginning of the meeting, announce to all other attendees that they are Contractor employees, employed by (Name of Contractor/address), and the name of all other companies or individuals that currently employ them or that the Contractor employee currently represents. In addition, Contractor employees shall wear visible insignia that readily displays their company's name. This may be in the form of a hat or clothing bearing a company logo, a badge, etc. Also, all Contractor employees must identify themselves as Contractor employees when answering Government telephones, working in situations where their actions could be construed as official Government acts, and include the company's name in his or her email display.

(a) If the Contractor requires computer access for completion of the contract, Contractor shall provide a written request to Directorate of Contracting; the COR will provide the Security Investigation Information or Letter of Clearance to the Personnel Security Office, Security Management Office, ten (10) days prior to the requirement for computer access. If Contractor employees depart Anniston Army Depot **prior to completion of contract**, written notice must be made to Directorate of Contracting and Directorate of Information Management. At the completion of the contract, written notice must be given to Directorate of Contracting AND Directorate of Information Management before final payment will be made.

(b) Contractor must provide written notice to Directorate of Contracting AND Directorate of Law Enforcement when Contractor employees are terminated **before completion of contract**. Written notice shall be provided to the Directorate of Contracting and Directorate of Law Enforcement (DLE) by the Contractor when the contract is complete.

2. Badges and vehicle decals should be returned when they expire at the end of the contract or upon employee termination, whichever comes first. When the contract number under which the badge was obtained is completed (date of last delivery or performance of last service), including any exercise of an option pursuant to the terms of the contract, the Contractor shall return the badges for all employees and vehicle decals to the DLE and obtain a receipt for each within three (3) business days after ending date of contract. Contractor shall provide written notice to Directorate of Contracting, Directorate of Information Management (when access to Government computers required), DLE, and Security Management Office when Contractor employees are terminated before the completion of the contract.

3. Failure to comply with the requirement in Paragraph 2 will be grounds for withholding any funds due the Contractor until badges are returned or paid for, notwithstanding any other clause or requirements in the contract. Failure to comply may also be used as an adverse factor with respect to Contractor past performance in connection with award of future contracts to the firm.

4. If the Contractor obtains a new or follow-on contract for work at ANAD, Contractor shall obtain new badges for each employee indicating on the request the new or follow-on contract number and comply with the above. This paragraph does not apply under options.

5. Non-Disclosure Agreement: If access to nonpublic information is required, the Contractor and each Contractor employee working on ANAD shall sign a non-disclosure statement on their company's letterhead prior to commencing work under the contract or obtaining the badges required by Paragraph 1 above. There will be one non-disclosure statement for each employee. The non-disclosure statement shall be worded as stated in Paragraph 7 below.

6. The COR/Government POC shall coordinate the Contractor's badging process (schedule appointments with DLE, etc.). The Contractor shall furnish (before initiating work under the contract) two copies of the non-disclosure statement for each Contractor employee to the COR/Government POC. The COR/Government POC shall maintain one copy and provide one copy to the Administrative Contracting Officer for inclusion in the official contract file.

7. Before any non-government employee can be given access to nonpublic information covered by the non-disclosure agreement, there must be a written agreement between the recipient Contractor and the owner of the proprietary information. A copy of this agreement must be made a part of the contract file.

Format for
CERTIFICATE OF NON-DISCLOSURE

I, _____, an employee, authorized representative, and agent of _____, a contractor (hereinafter RECIPIENT) providing support services to Anniston Army Depot (hereinafter ANAD), and likely to have access to nonpublic information under contract number _____, agree to and promise the following:

WHEREAS RECIPIENT is engaged in delivering support services to ANAD under contract; and

WHEREAS it is the intention of ANAD to protect and prevent access to and disclosure of nonpublic information to anyone other than employees of the United States Government who have a need to know; and

WHEREAS ANAD acknowledges that RECIPIENT will from time to time have or require access to such nonpublic information in the course of delivering the contract services; and

WHEREAS RECIPIENT may be given or otherwise have access to nonpublic information while providing such services; and

WHEREAS "nonpublic information" includes such information as proprietary information (e.g., information submitted by a contractor marked as proprietary), information marked as having restrictions on its use (e.g., data having "limited rights," "restricted rights" or "Government purpose license rights" legends), information having Distribution Statements thereon per DoDD 5230.24, advanced procurement information (e.g., future requirements, statements of work, and acquisition strategies), source selection information (e.g., bids before made public, source selection plans, and rankings of proposals), trade secrets and other confidential business information (e.g., confidential business information submitted by a contractor), attorney work product, information protected by the Privacy Act (e.g., social security numbers, home addresses and telephone numbers), and other sensitive information that would not be released by ANAD under the Freedom of Information Act (e.g., program, planning and budgeting system information);

NOW THEREFORE, RECIPIENT agrees to and promises as follows:

RECIPIENT shall not seek access to nonpublic information beyond what is required for the performance of the support services contract;

RECIPIENT will ensure that his or her status as a contractor employee is known when seeking access to and receiving such nonpublic information from Government employees;

As to any nonpublic information to which RECIPIENT has or is given access, RECIPIENT shall not use or disclose such information for any purpose other than providing the contract support services, and will not use or disclose the information for any personal or other commercial purpose; and

If RECIPIENT becomes aware of any improper release or disclosure of such nonpublic information, RECIPIENT will advise the contracting officer in writing as soon as possible.

The RECIPIENT agrees to return any nonpublic information given to him or her pursuant to this agreement, including any transcriptions by RECIPIENT of nonpublic information to which RECIPIENT was given access, if not already destroyed, upon RECIPIENT leaving the contract.

RECIPIENT understands that any unauthorized use, release or disclosure of nonpublic information in violation of this CERTIFICATE will subject the RECIPIENT and the RECIPIENT's employer to administrative, civil or criminal remedies as may be authorized by law.

RECIPIENT/AGENT: _____ (signature)

PRINTED NAME: _____

TITLE: _____

EMPLOYER/PRINCIPAL: _____

(End of clause) Updated August 2005

52.000-4408 INSTALLATION SECURITY

The Anniston Army Depot (ANAD) is currently operating on a heightened state of security awareness and enforcement due to possible terrorist threats. Due to this heightened state of security, it is imperative that no unauthorized materials of any type be brought onto or left unattended on the installation. For this reason the Contractor must have a process in place to receive and store materials and have visibility of the location of those materials at all times while on ANAD. This includes construction materials, equipment, and miscellaneous items. This visibility/accountability of materials applies to the Contractor, its subcontractors, and its material suppliers.

Further, all Contractor, subcontractor, and material supplier employees are prohibited from bringing personal belongings of any nature onto the installation if such items are to be left unattended at any time.

The Contractor is further required to have a plan of action for implementing these procedures and must submit it to the Contracting Officer upon request. This plan of action must include a provision for informing all employees and subcontractors of these procedures. The plan of action must also address monitoring and procedures the Contractor has in place to ensure compliance with this contractual provision.

Should the Contractor fail to comply with this mandatory contractual provision, the Contractor may be held responsible for all direct and indirect cost incurred by the Government in identifying, securing, segregating, removing, and otherwise properly disposing of improper or abandoned materials/equipment.

(End of clause)

52.000-4415 NOTICE OF FEDERAL CHILD LABOR LAWS--FAIR LABOR STANDARDS ACT OF 1938

Persons under the age of 18 years are prohibited from working on Anniston Army Depot in hazardous areas such as the Ammunition Limited Area and in the hazardous occupations designated by the Department of Labor in Part 570 of Volume 29 of the Code of Federal Regulations (29 CFR 570).

52.000-4702 AMC-LEVEL PROTEST PROGRAM

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103.

Send protests (other than protests to the contracting officer) by U. S. Postal Service to:
HQ Army Materiel Command
Office of Command Counsel
9301 Chapek Rd, Room 2-1SE3401
Fort Belvoir, VA 22060-5527

Facsimile number (703) 806-8866/8875

Packages sent by Federal Express or UPS should be addressed to:
HQ Army Materiel Command
Office of Command Counsel
Room 2-1SE3401
1412 Jackson Loop
Fort Belvoir, VA 22060-5527

The AMC-level protest procedures are found at:
http://www.amc.army.mil/amc/command_counsel/protest/protest.html

If Internet access is not available, contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(End of provision) Updated August 2004

52.000-4706 ELECTRONIC SUBMISSION OF OFFERS

All responses to this solicitation must be submitted in electronic format. Paper copy responses will not be accepted. You may submit your response to Anniston Army Depot (ANAD) using one of these three methods: Offers submitted using any other means will not be accepted.

FAX:
The FAX number for your bids/proposals is **(256) 240-3077** extension **2222**. This FAX line is attached to a "FAX Server" which will store your transmittal. All FAX receptions are automatically time/date stamped. Sending FAX station information is also stored with the received FAX (i.e., originating telephone number and any station information you've programmed for transmission). Instructions to fax to an extension: Dial the fax number and

then press the "pause" or "pause/redial" button and then our "**2222**" extension. Most fax machines have a "pause/redial" button. Consult your fax machine user manual for specific instructions. The pauses delay the fax machine's transmission of the extension and allows the telephone system time to send the extension "beeps."

E-MAIL SUBMISSION:
E-Mail bids/proposals will be directed to acqnet@anad.army.mil. Check with your Internet Service Provider (ISP) to verify that E-Mail attachments are allowed - some ISPs will "strip" attachments prior to transmission. Attachments to your E-Mail which require the purchase of software to view your bid/proposal will not be accepted. If you send E-Mail attachments, there must be a readily-available, royalty-free viewer available for our use in viewing and printing your submission.

ON-LINE SUBMISSION:
On-line submission of bids/proposals is via our "**Vendor Response Module.**" This method allows you to select a solicitation, point at file(s) on your PC, and directly transmit these file(s) to our Web Server for action. Detailed information regarding the **Vendor Response Module** is available at http://www.procnet.anad.army.mil/, Vendor Information, Bid Submission.

If format is other than Microsoft Word, Microsoft Excel, Microsoft Access, Microsoft PowerPoint, or Portable Document Format (PDF), a "reader" must be provided. Offeror must insure its offer, in its entirety, reaches the Directorate of Contracting, Anniston Army Depot, before the time set for bid opening or proposal closing.

Any clauses or provisions of this solicitation which mention writing, returning, or submission of offer will mean electronic submission as stated in the paragraph above.

Electronic offers must identify the solicitation and the opening/closing date, and include, as a minimum, the following:
a. The SF33/SF1449/SF18/SF1442 filled out and signed.
b. All applicable fill-in provisions from the solicitation must be completed.
c. Any other information required by the solicitation.

Lateness rules are outlined in the solicitation.

If you choose to password-protect access to your offer, you must provide the password to ANAD before the opening or closing date. Contact the buyer identified on the cover page of this solicitation to arrange a means of providing the password. Passwords used only for the purpose of write protecting files need not be provided.

Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which DO reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable." See Federal Acquisition Regulation 14.406 or 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.

Any bid bond required by this solicitation must be submitted with offer in the above mentioned electronic format. Also, the properly completed original bid bond must be furnished to the Directorate of Contracting, Anniston Army Depot, 7 Frankford Ave, Anniston, AL 36201-4199, prior to the opening or closing of the solicitation.

52.0000-4708 PAST PERFORMANCE PROPOSAL AND EVALUATION INFORMATION

1. The government will conduct a performance risk evaluation based upon the past performance of offerors and proposed major subcontractors as it relates to the probability of successfully performing the solicitation requirements.

2. Offeror shall submit with proposal the information listed below for RELEVANT PAST PERFORMANCE ON THREE (3) CONTRACTS performed within the past three (3) years prior to closing of this solicitation. For services, contractor shall have performed under each contract for a minimum of one (1) year within the past three (3) years. Each contract cited may be ongoing or complete provided it meets the one year performance criteria. For equipment or supplies, contractor shall have completed each contract within the past three (3) years.

3. For each contract, provide:

a. A description of your contract or subcontract (government or commercial). Government contracts are defined as those with the Federal government and agencies of state and local governments.

b. Name of contracting activity/commercial firm.

c. Contract Number.

d. Contract type (fixed price or cost reimbursable).

e. Total contract value.

f. Description of work/NSN, Part Number, Nomenclature.

g. Contracting officer/contract manager, telephone number, and email address.

h. Administrative contracting officer, if different from g. above, telephone number, and email address.

i. A brief summary of work performed under each contract cited.

j. Explanation of why contract or subcontract is considered relevant to proposed acquisition. If only a portion of cited contract is relevant, include in your explanation.

k. Information on problems encountered on the contract and actions taken to correct problems identified.

4. If offeror proposes use of major subcontractor(s) in performance of resultant contract, provide a description of the work to be performed by each major subcontractor and the information specified above for each subcontractor identified as relevant to the work to be performed by the subcontractor.

5. "Relevant past performance" is defined as performance similar in nature and in scope to work required by this acquisition. The government will screen contract information provided by offeror and will remove from consideration those contract references that are clearly unrelated to the type of effort sought.

6. The government will consider this information in its evaluation of performance risk for offeror and proposed major subcontractors. The government will make a reasonable effort to consider information on the contracts cited for offeror and for each major subcontractor.

a. The government reserves the right to evaluate fewer than three (3) contracts for any contractor should we be unsuccessful in obtaining required information from sources cited. In that case, contractor (or subcontractor) will be evaluated on the information available.

b. Should the government receive information on more than three (3) contracts, selection of those to be considered in evaluation will be based on the criteria stated previously.

7. The government reserves the right to consider information from other sources in its evaluation.

8. See separate evaluation clause for specific factors, rating criteria, and relative importance of past performance evaluation for this acquisition.

(End of provision) Updated August 2003

52.000-4802 NOTICE OF F.O.B. DESTINATION

All offers on this solicitation are requested on an F.O.B. Destination basis.

52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of $94.48 per calendar day of delay.

(b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

(End of clause)

52.211-4401 LOCAL RULES AND REGULATIONS

(a) Identification Badges and Vehicle Decals: The following requirements apply to all contractors working inside the Controlled Area of Anniston Army Depot.

(1) Contractors are required to secure, and wear at all times, employee identification badges for all employees who must enter the Anniston Army Depot (ANAD) to engage in contract work. Badges must be secured before an employee will be allowed entry onto the depot. Contractors that are non-US citizens must be escorted by depot personnel with the proper security clearance. Emergency badges will be issued on a case-by-case basis. Vehicle decals must be obtained for all Contractor vehicles entering ANAD. These badges and decals may be obtained from the Badge and Vehicle Office, Building 367, located at the main entrance to ANAD. No charge is made for badges if they are returned. Contractors will be charged twenty-five dollars ($25.00) for each badge issued to replace lost badges or badges damaged through carelessness, negligence, or misuse. All persons to be badged shall present a PHOTO identification from one of the following sources:

1 - State driver's license

2 - State identification card

3 - Federal, municipal, or school identification card bearing a seal and the following information: photo, name, social security number, date of birth, and physical description

NOTE: A social security card is not a photo identification and will not be accepted as proper identification. Employee identification cards issued by the Contractor will not be accepted. The Director of Law Enforcement (DLE) will reject any identification presented which is altered, not issued by one of the above identified agencies, or otherwise questioned regarding validity.

(2) Contractors shall submit the name of a point of contact responsible for security requirements through the Contracting Officer to the Installation Security Management Office upon notification of contract award.

(3) Ten calendar days prior to the date Contractor employee will begin work in the controlled area of ANAD (within the gates), a Personal Data Questionnaire/Privacy Act Statement (SIOAN Form 380-2) must be completed and signed for each employee. The form authorizes ANAD to conduct a local background check for any criminal record or questionable reliability. No contractors or employees will be issued a badge without a favorable local background check. SIOAN Forms 380-2 may only be submitted for persons who are current employees of the Contractor or who hold a letter of intent to hire issued by the Contractor. Forms will be submitted to the Badge and Vehicle Office, Building 367, located at the main entrance to ANAD. NO PRE-EMPLOYMENT LOCAL BACKGROUND CHECKS WILL BE CONDUCTED BY ANNISTON ARMY DEPOT. The prime contractor is responsible for checking with the Badge and Vehicle Office, Building 367, phone number 256 235-6820, to ensure that employees have been cleared for entrance to ANAD.

(4) Also, at least ten calendar days before the Contractor expects to begin work on the installation, prime Contractor shall submit, on company letterhead, the name, social security number, date/place of birth, and citizenship of all persons entering ANAD to perform contract work for the prime and any subcontractors. Letter shall be submitted through the Contracting Officer to the Badge and Vehicle Office.

(5) Violation of any security or safety requirements will be grounds for immediate suspension of the individual's badge. DLE will notify the Contracting Officer when suspension actions are taken. The Contractor can appeal the suspension to DLE, who is the final adjudication authority of the individual's reinstatement or revocation of badge privileges.

(6) See clause entitled Identification of Contractor Employees for Contractor employees working on Anniston Army Depot.

(b) AMMUNITION LIMITED AREA. Yes ☐, No ☒ work to be performed in the Ammunition Limited Area (ALA). Contractors working within the ALA must abide by the above guidance plus the following additional requirements:

(1) The prime Contractor will be notified which persons are approved for access to the ALA. Contractor personnel who are denied access based on the local background check will have the right to appeal to the DLE. The Director's decision is considered the final action.

(2) No privately-owned vehicles (POV) are authorized in the ALA.

(3) Contractor-owned, rented, or leased vehicles which are construction-type (i.e., pickup trucks, dump trucks, etc.) may be authorized within the ALA upon being inspected and registered with ANAD. ALL VEHICLES AND PERSONS SHALL BE SEARCHED UPON ENTERING AND EXITING THE ALA.

(4) Contractor vehicles may not remain overnight within the ALA without obtaining permission from DLE and by disabling the vehicle (by removing the battery or some other method approved by DLE).

(5) No alcohol, photographic equipment, firearms, flame producing devices (to include lighters and matches), or other items prohibited by safety requirements are permitted within the ALA.

(6) All damages caused by the Contractor to security lighting, fencing, intrusion detection systems, security telephones, or any other security equipment will be repaired immediately at the Contractor's expense by the Contractor. Normal contract work will not resume until the security equipment is returned to normal.

(c) CHEMICAL LIMITED AREA. Yes ☐, No ☒ work to be performed in the Chemical Limited Area (CLA). Contractors working within the CLA are required to adhere to all of the requirements of paragraph (a) and (b) above plus the following requirements:

(1) Contractors entering the CLA on a temporary entry control roster are required to attend a safety briefing. The safety briefing, approximately 30 minutes in length, is an annual requirement. Contact DLE at 256 235-7578 to schedule this briefing.

(2) Contractors working within the CLA must be escorted by a member of the security force or an ANAD employee qualified to escort. Escorts remain with the Contractor the entire time the Contractor is within the CLA.

(3) The requirement for a security escort must be coordinated through the Contracting Officer to DLE two weeks in advance of initial required work date. The number of available escorts is limited, which may affect the amount of work area available to the Contractor each day.

(4) Escorts will be conducted with a "line of sight" being maintained at all times between the escort and the Contractor. This will limit the amount of distance one crew may spread out to perform work. Escorts may direct Contractor employees regarding the distance to travel from the escort.

(5) Contractors working within the CLA may be required to cease work and evacuate from the CLA up to six (6) times per year for exercises and/or emergencies. The duration of the cease work periods will vary, but normally they will not exceed 24 hours. These interruptions will be at no cost to the Government.

(6) Contractor work hours within the CLA will be normal ANAD duty days and duty hours. Contractors must depart the CLA 15 minutes prior to the end of ANAD's normal shift.

(d) Restricted Area (Includes ALA and CLA): **The following rules apply to contractor vehicles in the Restricted Area.**

(1) Contractors shall only enter into the restricted areas of Anniston Army Depot for the purpose of completing the official business as stipulated in the contract.

(2) Contract vehicles entering into the restricted area shall be on official contract business verified by the Contractor; shall be construction type vehicles; shall be properly registered on Anniston Army Depot; shall have a placard with the name of the contractor affixed, and the contractor shall assume liability for all vehicles used within the restricted area in support of the contract. (See paragraph (d)(4) below for definition of an acceptable document to the liability requirement.)

(3) Contractor Employees' Privately-Owned Vehicles not included in (d)(2) above shall not be authorized in the restricted area.

(4) The documentation to satisfy the liability language in paragraph (d)(2) would be:

a. A vehicle (i) registered (titled) in the name of the contractor or (ii) a lease, signed by the lessee/contractor and the lessor/owner. The person signing for the contractor must be a person acting with authority for the contractor.

b. In the case of a vehicle owned (titled) by the contractor, evidence of insurance combined with the terms of the contract will ensure a method of covering liability.

c. In the case of a vehicle leased by the contractor, evidence of insurance in the owner/lessor's name <u>and</u> the contractor must sign a statement substantially as follows: "In consideration for allowing entry and use of the described vehicle within the Restricted Area, the undersigned hereby assumes liability for all damage or injury caused by the operation of this vehicle."

(e) Hours of Work:

WORK HOURS	RECEIVING HOURS	DAY(S) OF WEEK

7:00 AM - 4:30 PM	7:00 AM - 2:00 PM	Monday - Thursday
7:00 AM - 3:30 PM	7:00 AM - 2:00 PM	Every other Friday
CLOSED	7:00 AM - 2:00 PM	Every other Friday
CLOSED	CLOSED	Saturdays, Sundays, and Federal Holidays

(1) Federal Holidays. Federal holidays may cause the Depot to be closed for one or more of the work days identified. The contract performance period has taken this possibility into consideration.

(2) Shutdown Periods. The Government may choose to shutdown for a week or portions of a week as stated below. During this shutdown, and unless otherwise stated, only those Government personnel essential for equipment/facility maintenance will be permitted work.

4th of July Holiday	Safety Stand-Down Day*
Christmas Holiday	Employee Appreciation Day*

*Safety Stand-Down Day and Employee Appreciation Day generally occur on a Friday (8-hour day). Safety Stand-Down Day consists of either two half-days occurring at six-month intervals or one full workday per year. Employee Appreciation Day generally occurs on a Friday (half of an 8-hour day) and is usually held in the afternoon. The Contractor's services may not be required during these periods. In such cases, the Contractor will be notified in writing by the Government. These interruptions will be at no cost to the Government.

(3) Schedule Changes. When situations warrant, the Government may change the hours of operation to adjust for certain conditions, i.e., weather conditions (extreme heat or cold). For example, during summer production, shops may begin work at 6:00 am and leave work at 3:30 pm to avoid the afternoon heat. The Contractor shall be provided as much advance written notice as possible when these situations occur and will be expected to support any schedule change provided by the Contracting Officer.

(f) Traffic: The Contractor will be required to conform to Depot regulations concerning:

(1) Designated routes

(2) Parking regulations

(3) Insurance--See clause entitled "Insurance Requirements." The Contractor will also insure that all POVs brought on the installation are fully insured for minimum amount of personal injury and personal damage liability required by Federal Acquisition Regulation 28.307-2.

(g) Highway Barricades, Warning Signs, and Parking: The Contractor shall comply with Depot Regulation ANADR 190-5 and Manual on Uniform Traffic Control Devices, ANSI D6.1, Part VI, Latest Edition. Contractors are permitted to drive their vehicles inside buildings to load and unload supplies and equipment. However, when finished loading and unloading, the Contractor should move the vehicle outside to a designated parking space.

(h) Temporary Structures: The Contractor shall comply with Corps of Engineers Manual (EM) 385-1-1.

(i) Fire Prevention and Protection: The Contractor shall comply with all fire prevention measures prescribed in the installation fire prevention and protection regulation, a copy of which is on file in the office of the Contracting Officer. A written hot work permit shall be obtained from the installation fire department for use of any heat producing devices such as blowtorches, portable furnaces, tar kettles, or gas and electric welding and cutting equipment. The Contractor shall be liable for any fire loss to Government property attributable to negligence on the part of the Contractor, including failure to comply with fire prevention measures prescribed by the terms of this contract.

(j) Utilities: Government-owned and operated utilities are adequate for the needs and use of the Contractor as well as the Government. All reasonably required amounts of water and electricity are available to the Contractor without charge.

(k) Safety and Accident Prevention: In addition to contract clause entitled "ACCIDENT PREVENTION," FAR 52.236-13, which may be incorporated by reference, the provisions of AMCR 385-100, ANADR 385-1, Engineering Manual (EM) 385-1-1, and 29 CFR 1926/1910 shall be strictly adhered to. Contractors working in the CLA will be issued protective masks by the installation in accordance with ANAD Respiratory Screening Plan. The Contractor will be responsible for the reimbursement of the cost of any protective equipment damaged due to negligence, destroyed, or lost by contracted personnel. The referenced regulations and plan are available in the Safety Office for review by contractors.

(l) Vehicle Searches: All vehicles entering, moving throughout, and exiting ANAD are subject to random searches as directed by the Depot Commander.

(ml) Land Use Control: Contractors who will be required to "disturb soil" in the performance of this contract shall review and strictly adhere to the Standard Operating Procedure for Land Use Control Implementation. The SOP is available in the Directorate of Risk Management, Building 1, for review by Contractors.

(n) Cellular telephones with built-in cameras are prohibited on this installation. If a cell phone with camera is found, that cell phone is subject to confiscation, and any violation may be punishable by fine or imprisonment or both.

(o) Air Emissions: The contractor is responsible for early coordination with the Directorate of Risk Management on any action that might result in air emissions (dust, volatile substances, etc). ANAD's Title V Air Permit requires the installation to obtain construction permits for new or modified air sources. The Alabama Department of Environmental Management (ADEM) must issue a construction permit before ANAD purchases and installs any equipment which will produce air emissions. Installation and/or start-up of this equipment without the proper permit and coordination with ADEM is a violation of State and federal environmental law. The violation could result in a possible civil penalty or fine up to $250,000 from the Federal Environmental Protection Agency. Contractors considering a new process or device, or a modification to an existing unit, must first coordinate with the Environmental Compliance Division, Directorate of Risk Management.

(p) Exercise Events: Contractors working on the installation are expected to participate in LEAN thinking, Value Stream Analysis, Rapid Improvement Events, and Six Sigma activities that may last from one to seven weeks in duration. These efforts, as defined below, are an integral part of the process improvements of ANAD on our journey toward building a LEAN manufacturing facility. The COR will provide detailed instructions when your involvement is required.

LEAN thinking is a coordinated response to today's highly competitive environment. LEAN production is aimed at the elimination of waste in every area of production including customer relations, product design, supplier networks and factory management. Its goal is to incorporate less human effort, less inventory, less time to develop products, and less space to become highly responsive to customer demand while producing top quality products in the most efficient and economical manner possible.

A Value Stream Analysis (VSA) is an event that documents the current process, the planned future process and an action plan to get to the planned future process. The VSA normally last three to four days and includes representatives from all aspects of the process.

A Rapid Improvement Event is a seven-week process that focuses on events where teams of people from a broad range of parts of the business gather to streamline a process. The first three weeks are used to select an area and topic, create the team, and plan for the event. The fourth week is the actual event where waste is identified, removed, and changes to processes made. The last three weeks are to ensure changes are continuing to be used and process is working correctly.

Six Sigma is the leading quality improvement program for a rigorous and disciplined methodology that uses data and statistical analysis to measure and improve a company's operational performance by identifying and eliminating "defects" in manufacturing and service-related processes. Six Sigma differs from traditional quality improvement programs in its focus on input variables. While traditional process improvement methods depend upon measuring outputs and establishing control plans to shield customers from organizational defects, a Six Sigma program demands that problems be addressed at the input root cause level, thereby eliminating the need for unnecessary inspection and rework processes.

(q) ANAD Network: For access to the ANAD network, send a letter stating that a National Agency Check (NAC) has been initiated and furnish a copy of the SF 85P, Questionnaire for Public Trust Positions, for review prior to issuance of an interim password. The results of the NAC investigation shall be furnished to the Security Management Office, Security Office Identifier number A077, for the final adjudication.

(End of clause) July 2006

52.211-4403 SPECIAL NOTICE TO CONTRACTOR

Final Payment on the contract will be held until contractor has properly cleared with the Security Control Office, the return of all security identification badges and vehicles registration.

(End of clause) December 2003

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2006)

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

ADDENDUM TO FAR 52.212-1
INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS

52.212-1 (b) (1) THROUGH (10) IS CHANGED TO READ AS FOLLOWS:

1. Complete and return (electronically) one entire copy of solicitation package.

2. Submit Firm Fixed Prices in Schedule of Supplies/Services.

3. Complete all Representations and Certifications in clauses 52.212-3 and 252.212-7000, entitled "Offeror Representations and Certifications—Commercial Items" or ensure the Representations and Certifications are completed in on-line Representations and Certifications Applications. http://orca.bpn.gov.

4. Provide evidence of signer's authority to bind the company as stated in paragraph entitled "Signature Authority."

5. Telegraphic and telephonic offers are not authorized. See clause entitled "Electronic Submission of Offers" for submission instructions.

6. Acknowledge all, if any, amendments issued against this solicitation. Acknowledgement of amendments issued prior to quotation closing date must be received in the Directorate of Contracting prior to quotation closing date and

time. Acknowledgement of amendments will not be acceptable by telephone or telegraph. Offeror shall use procedures at clause entitled Electronics Submission of Offers for submission of any acknowledgement of an amendment.

7. Provide past performance information as described in clause "Past Performance Proposal and Evaluation Information" if that clause is included in this solicitation.

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

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(j) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

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

ADDENDUM TO 52.212-1c is changed as follows:
Change 30 calendar days to 90 calendar days. The remainder of this paragraph remains the same.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

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

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

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

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

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

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

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

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

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

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

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding $25,000, and offers of $25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at http://www.dnb.com. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

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

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

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

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

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

1. A technical team will evaluate all quotations.

2. The technical team will evaluate the **Experience and Technical Factors** as **trade-off** evaluation factors. The technical specifications must be met as a minimum.

a. Experience with DTAVS, Visual Studio 2005, T-SQL, C#, and other operating systems and servers identified in the Statement of Work (SOW).
b. Technical Approach to the SOW.
c. Past Performance
d. Price

2. Experience and Technical Approach are equally important. Experience and Technical Approach, when combined, are slightly more important than Past Performance. Experience, Technical Approach and Past Performance, when combined, are slightly more important than Price.

3. **Past Performance,** attached, is a **trade-off** evaluation factor. It will be evaluated using the attached table of factors and definition of ratings. The Past Performance evaluation will be conducted by the technical team and the contract specialist, since this is not a formal source selection board and the evaluations factors are not complex tradeoff evaluations. The Past Performance factors are listed below:

a. Quality
b. Delivery
c. Cost Control
d. Experience

Past Performance will be rated as either "Neutral", "Poor", "Good", or "Excellent." The criteria for evaluation of each factor is attached. The technical evaluation team will conduct a Performance Risk Assessment based on the offeror's past performance rating. Performance Risks are those associated with the offeror's ability to perform the

solicitation requirements as indicated by that offeror's record of past and current relevant performance. The Risks assigned will be: "Unknown", "Very High", "Low", and "Very Low."

4. Experience and technical approach are equal and when combined are slightly more important than past performance. Experience, technical approach and past performance when combined are slightly more important than price.

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

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

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUN 2006) ALTERNATE I (APR 2002)

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

(a) Definitions. As used in this provision:

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

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

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

___ TIN:----------

___ TIN has been applied for.

___ TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

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

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

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

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other----------

(5) Common parent.

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

___ Name and TIN of common parent:

Name----------

TIN----------

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

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

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

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

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

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

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

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

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

_____

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

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

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

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

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

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ $1 million or less

___ 51 - 100 ___ $1,000,001 - $2 million

___ 101 - 250 ___ $2,000,001 - $3.5 million

___ 251 - 500 ___ $3,500,001 - $5 million

___ 501 - 750 ___ $5,000,001 - $10 million

___ 751 - 1,000 ___ $10,000,001 - $17 million

___ Over 1,000 ___ Over $17 million

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

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

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

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

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

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

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

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

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

____Black American.

____Hispanic American.

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

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

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

____Individual/concern, other than one of the preceding.

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

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

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed $100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:----------
Country of Origin:----------

(List as necessary)

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

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign 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 Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act'':

Free Trade Agreement Country End Products (Other than Moroccan End Products) or Israeli End Products:

Line Item No.

[List as necessary]

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

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

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

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

Canadian End Products:
Line Item No.:

_____

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."
(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

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

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

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

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

(3) ( ) Are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(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

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

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs NONE

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

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

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

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (SEP 2005)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic
Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this

purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (2006)

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

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

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

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

_XX__ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___(4) [Removed].

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

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

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

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

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

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

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

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2005) (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.

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

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

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

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

XX___ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

XX___ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).

XX___ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

XX___ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

XX___ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

XX___ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

XX___ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

XX___ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

XX___ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

___ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286 and 109-53).

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

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

___ (25) 52.225-5, Trade Agreements (JUN 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX___ (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

___ (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

___ (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

___ (29) 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)).

____ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

XX____ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

____ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

XX____ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

____ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (35)(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, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

XX____ (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) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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

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

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

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

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

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

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

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

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

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

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

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

(End of clause)

52.214-4705 SIGNATURE AUTHORITY

(a) The individual signing this offer must have authority to bind the offeror to a contract. FAR 4.102(a) through (e) require that the contracting officer have specific evidence of the signer's authority to bind the offeror. This evidence of authority is a condition that must be met before the contracting officer can execute any contract resulting from this solicitation.

(b) Offerors must provide evidence, appropriate to their business category, of the signer's authority to bind them on a contract. This evidence may be:

(1) Furnished as an attachment to its offer; or

(2) Identified in its offer by specific reference to an earlier offer submitted to this buying office within the past 12 months, where the signer's authority was confirmed by attachment to that offer; or

(3) Furnished upon receipt of a specific request for the information from the contracting officer. (Note that, per FAR 52.214-12(b) and 52.215-13(b), agents signing on behalf of another offeror must provide evidence of their authority per (b)(1) or (2) above.)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

(End of provision)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

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

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

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

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

(End of clause)

52.222-4908 WAGE DETERMINATION (OCT 1993)

(a) U. S. Department of Labor Wage Determination Number(s) 05-2001, Rev 1 dated 9/12/2006 is attached and made a part of this Solicitation. The Wage Determination(s) will be made a part of any resulting contract. However, if this solicitation includes the FAR Clause 52.222-48 entitled EXEMPTION FROM APPLICATION OF SERVICE CONTRACT ACT PROVISIONS FOR CONTRACTS FOR MAINTENANCE, CALIBRATION, AND/OR REPAIR OF CERTAIN INFORMATION TECHNOLOGY, SCIENTIFIC AND MEDICAL AND/OR OFFICE AND BUSINESS EQUIPMENT--CONTRACTOR CERTIFICATION, and the contractor provides an affirmative certification therein, the Wage Determination(s) will not be made a part of any resulting contract.

(b) Any class of service employees which is not listed therein, but which is to be employed under this contract, shall be classified by the Contractor so as to provide a reasonable relationship between such classifications and those listed in the attachment, and shall be paid such monetary wages and furnished such fringe benefits as are determined by agreement of the interested parties, who shall be deemed to be the contracting agency, the Contractor, and the employees who will perform on the contract or their representatives. If the interested parties do not agree on a classification or reclassification which is, in fact, conformable, the contracting officer shall submit the question, together with his recommendation, to the Office of Government Contract Wage Standards, Wage and Hour Division, ESA, of the Department of Labor for final determination. Failure to pay such employees the compensation agreed upon by the interested parties or finally determined by the Administrator or his authorized representative shall be a violation of this contract. No employees engaged in performing work on this contract shall in any event be paid less than the minimum wage specified shall be in Section b (a)(1) of the Fair Labor Standards Act of 1938, as amended.

52.228-4406 INSURANCE REQUIREMENTS (SEP 1998)

In accordance with Insurance--Work on a Government Installation clause, FAR Reference 52.228-5, incorporated herein, the following amounts of insurance are required:

TYPE	MINIMUM AMOUNTS
Workers' Compensation and Employer's Liability	$100,000.00
General Liability, Bodily Injury Liability	$500,000.00 per occurrence
Property Damage Liability	$500,000.00 per occurrence for property damage
Automobile Liability	$200,000.00 per person $500,000.00 per occurrence for bodily injury $ 20,000.00 per occurrence for property damage

A certificate of insurance, showing that the required amounts of insurance have been obtained, will be furnished. Special attention is directed to the cancellation notice of the insurance certificate. The cancellation notice must state:

"In the event that this policy is cancelled or any material change in the policy is made that would adversely affect the interest of the Government, such change or cancellation shall not be effective for such period as may be prescribed by the laws of the state in which this contract is to be performed and in no event sooner than thirty (30) days after written notice thereof to the Contracting Officer."

52.232-4305 PAYMENT AND SUBMISSION OF INVOICE

In consideration of satisfactory performance of the services rendered under this contract, payment will be made to the contractor at the end of each month or as soon thereafter as practical upon submission of Contractor's invoice. Submit the invoice to Anniston Army Depot using email to the contract specialist or fax your invoice to our fax modem at telephone number 256 240-3077 extension 2222. Contact the contract specialist for their email address. To send by fax, dial the fax number and then press the "pause" or "pause/redial" button and then our "2222" extension.

(End of clause) Updated May 2005

52.233-2 SERVICE OF PROTEST (AUG 1996)

(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 General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Directorate of Contracting
ATTN: AMSTA-AN-CT (Bldg 221)
Anniston Army Depot
7 Frankford Ave
Anniston, AL 36201-4199

(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)

52.237-4416 DEPARTMENT OF DEFENSE PREPAREDNESS TRAINING

This installation is subject to unannounced inspections and exercises that require practice evacuations of certain and/or all areas. Evacuation practices will be temporary in nature. Contractors will be required to participate in these practice evacuation exercises, as necessary, and the contract performance time will be extended to off-set the time lost because of the exercise. This clause should be taken into consideration during the preparation of bids/proposals since, other than appropriate time extensions, participation in such exercises will be at no additional cost to the Government.

52.246-20 WARRANTY OF SERVICES (MAY 2001)

(a) Definition.

"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within two days of notification of the defect or non-conformance of contract. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

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

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

http://www.arnet.gov
http://farsite.hill.af.mil
http://www.procnet.anad.army.mil
(Local Links, Reference Library, 13=DFARS, 22=FAR)

(End of provision

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

http://www.arnet.gov

http://farsite.hill.af.mil
http://www.procnet.anad.army.mil
(Local Links, Reference Library, 13=DFARS, 22=FAR)

(End of clause)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (JUN 2005)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

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

(3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

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

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

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

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

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

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

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUL 2006)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

XX___ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

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

(2) XX___ 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

(3) XX___ 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

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

(5) XX___ 252.225-7012, Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

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

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

(8) ___ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(9) ___ 252.225-7021, Trade Agreements (JUN 2006) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

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

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

(12)(i) ___ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUN 2006) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (JAN 2005) of 252.225-7036.

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

(14) ___ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).

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

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

(17) XX___ 252.232-7003, Electronic Submission of Payment Requests (MAY 2006) (10 U.S.C. 2227).

(18) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Public Law 108-375).

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

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

(ii) ___ Alternate I (MAR 2000) of 252.247-7023.

(iii) ___ Alternate II (MAR 2000) of 252.247-7023.

(iv) ___ Alternate III (MAY 2002) of 252.247-7023.

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

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

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

(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Public Law 108-375).

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

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

(End of clause)

PERSONAL DATA QUESTIONNAIRE - (See AR 380-67 for use of this form; proponent is SIOAN-LE)

CONTRACTOR COMPANY NAME (Prime)		WORK PHONE
SUBCONTRACTOR NAME	CONTRACT NUMBER	CONTRACT EXPIRES
INDIVIDUAL'S NAME (First name, Middle name, Last name) ****** NO INITIALS ******		SSN
OTHER NAMES USED (INCLUDE FORMER MARRIED NAMES)		TYPE BADGE/AREA:

DATE OF BIRTH			PLACE OF BIRTH			CITIZENSHIP
MONTH	DAY	YEAR	CITY	COUNTY	STATE	

NOTE IF YOU WERE BORN OUTSIDE OF THE UNITED STATES, YOU MUST FURNISH PROOF OF U.S. CITIZENSHIP UPON SUBMISSION OF THIS FORM TO THIS INSTALLATION. PROOF OF U.S. CITIZENSHIP MUST BE SUBMITTED *IN PERSON* BY THE INDIVIDUAL, ALONG WITH THIS FORM, TO THE OPERATIONS OFFICE, SECURITY MANAGEMENT DIVISION, DLES, LOCATED IN ROOM 10, BUILDING 53.

PHYSICAL DESCRIPTION	COLOR EYES	COLOR HAIR	HEIGHT	WEIGHT	SEX	RACE

DRIVERS LICENSE NO.	STATE OF ISSUE	STATE IDENTIFICATION NO.	STATE OF ISSUE

ADDRESSES FOR THE PAST FIVE (5) YEARS, INCLUDING PRESENT ADDRESS: (STREET, CITY, COUNTY, STATE)

1.	4.
2.	5.
3.	6.

AUTHORITY: Internal Security Act of 1950 (50 USC 797); Executive Order 9397. **PRINCIPAL PURPOSE:** To document information necessary for selection, assignment or termination for persons desiring entry to all, or parts, of Anniston Army Depot or other military installations. **ROUTINE USES:** The information provided will be furnished to the Directorate of Law Enforcement and Security at Anniston Army Depot; to officials within the Department of Defense who have a need for it to perform official business; and to Federal, State, or local agencies that maintain civil, criminal, or law enforcement information. **NATURE OF DISCLOSURE:** Disclosure of the requested information is voluntary. Failure to provide the information, however, may result in being denied unescorted access to the installation.

LEGAL SIGNATURE OF INDIVIDUAL REQUESTING ACCESS:	DATE

********** CERTIFICATION **********

I certify that the individual named above is, in fact, an employee of the company as listed above. I understand that a knowing and willful false statement can be punished by fine or imprisonment, or both. (U.S. Code, Title 18 USC 1001)

SIGNATURE OF AUTHORIZED PERSONNEL/REPRESENTATIVE	DATE

	DISAPPROVED	SIGNATURE OF DISAPPROVING OFFICIAL	DATE

APPROVED

_____ PHOTOGRAPHIC BADGE

_____ NON-PHOTOGRAPHIC BADGE - NO ESCORT REQUIRED

_____ NON-PHOTOGRAPHIC BADGE - ESCORT REQUIRED

NO DRIVING PRIVILEGES

Have individual report to the DLES-SM-O PRIOR to issuance of a badge.

SIGNATURE OF APPROVING OFFICIAL:	DATE

SIOAN Form 380-2, Rev 31 Aug 99

PREVIOUS EDITIONS OBSOLETE

ATTACHMENT 0002

EVIDENCE OF AUTHORITY TO SIGN OFFERS

Reference the solicitation provision in Section I entitled "Signature Authority." Evidence of the authority of individuals signing offers to submit firm offers on behalf of the Offeror is required except for the owner in the case of sole proprietorships. When Contractor is a corporation, complete this certificate.

CERTIFICATE OF CORPORATE OFFICIAL/AGENT'S AUTHORITY TO BIND CORPORATION

I, Sheryle T. Krashevski, Secretary of Portal Dynamics, Inc.

_____, a corporation created and organized under the law of the State of

Delaware, do hereby certify that I am ~~is~~ an official/agent

of said corporation and is empowered to represent, bind and execute contracts on behalf of said corporation,

subject to the following limitations: None.
(if none, so state)

Witness my hand and the corporate seal of said corporation this 23rd day of September, 2006.

(CORPORATE SEAL)
N/A

Sheryle T. Krashevski
Secretary

When Contractor is a Partnership, Unincorporated Firm or a Corporation for which completion of the first statement would be impracticable, complete this certificate:

CERTIFICATE OF AUTHORITY TO BIND PARTNERSHIP

We, the undersigned, comprising the total membership of _____

_____, a partnership/unincorporated firm doing business

at _____,

do hereby certify that _____ is a _____

of said firm and is empowered to represent, bind, and execute contracts on behalf of said partnership/

unincorporated firm.

Witness our signatures, this _____ day of _____, 20____.

Members of Partnership/Unincorporated Firm:

_____ _____

_____ _____

Attachment 0003

Contractor Request for Waiver
For Non-EPA Comprehensive Guideline Items[1]

Contract No. _____

This form is to be completed by the contractor when items subject to ANAD's Affirmative Procurement (AP) Policy are not purchased. This form is required for all contracts (including services using such items). **NOTE: The Contractor must obtain signature of the Contracting Officer indicating concurrence of the waiver.**

INSTRUCTIONS

1. List the EPA Guidelines item(s)[1] not procured, check the appropriate justification(s), provide a written explanation and sign and date the form.
2. Obtain Contracting Officer for waiver concurrence.
3. Submit the original approved form to the Directorate of Contract and retain copy for Contractor files.
4. The Contracting Officer will provide a copy of the completed signed form to the Directorate of Risk Management Pollution Prevention Program Manager.

EPA Guideline item not purchased below (refer to EPA Guideline Items[1] list):

Products containing recovered materials and meeting ANAD's AP standards for the above EPA Guideline Items[1] were not obtained because items:

_____ Do not meet all reasonable performance specifications.

_____ Are not available within a reasonable period of time.

_____ Use of minimum content standards would result in inadequate competition.

_____ Products containing recovered materials would require paying a price premium.

5. Written Justification For Not Purchasing EPA Guideline Items[1] (continue on back if necessary):

_____
Contractor Signature Date

6. CONCURRENCE _____ DATE _____
Contracting Officer

7. DATE SUBMITTED TO THE POLLUTION PREVENTION MANAGER _____

[1] – Also referred to as recovered material content items

ATTACHMENT 0004

EPA Guideline Items (Recovered Materials Content) List

Paper and Paper Products • Printing and writing paper • Newsprint • Commercial sanitary tissue products • Paperboard and packaging products • Miscellaneous papers	**Transportation Products** • Channelizers • Delineators[1] • Flexible delineators • Parking stops • Traffic barricades • Traffic cones
Vehicular Products • Engine coolants • Re-refined lubricating oils • Retread tires	**Landscaping Products** • Garden and soaker hoses • Hydraulic mulch • Lawn and garden edging • Yard trimmings compost • Food waste compost • Landscaping timbers and posts (plastic lumber)
Construction Products • Building insulation products • Laminated paperboard • Structural fiberboard • Floor tiles (heavy duty or commercial) • Patio blocks • Carpet • Cement and concrete containing fly ash • Cement and concrete containing ground granulated blast furnace slag • Shower and restroom dividers/partitions • Consolidated and reprocessed latex paint • Carpet cushion • Flowable fill • Railroad grade crossings/surfaces	**Non-Paper Office Products** • Binders (paper, plastic covered) • Office recycling containers • Office waste receptacles • Plastic desktop accessories • Plastic envelopes • Plastic trash bags • Printer ribbons • Toner cartridges • Binders (solid plastic) • Plastic clipboards • Plastic clip portfolios • Plastic file folders • Plastic presentation folders
Miscellaneous Products • Pallets • Sorbents • Awards and plaques • Industrial drums • Mats • Signage • Strapping and stretch wrap	**Park and Recreation Products** • Plastic fencing (used for erosion control or as a safety barrier at construction sites) • Playground surfaces • Running tracks • Park and recreational furniture • Playground equipment

List reflect EPA's changes effective as of January 2001

Refer to EPA's Comprehensive Procurement Guideline website for recovered materials content levels - www.epa.gov/cpg.

ATTACHMENT 0005

Affirmative Procurement Request For Waiver
For Non-EPA Designated Recovered Material Content Items

ELPRS/Document No. ____n/a_____ **Solicitation No: W911KF-06-Q-0195**

This form is to be completed by the requester when items subject to ANAD's Affirmative Procurement (AP) Policy are not purchased. This form is required for all purchases (including services requiring use of such items) greater than $2500.00. **NOTE: The Director or Tenant Commander of the requesting organization for purchases of Non-EPA Designated Recovered Material Content Items due to price, performance or availability must sign the form indicating approval of the waiver.**

INSTRUCTIONS

Purchases of Non-EPA Recovered Material Content Items Due to Price, Performance or Availability (to be completed by requester)

1. List the EPA Recovered Material Content Item(s) not procured, check the appropriate justification(s), provide a written explanation, and sign and date the form.
2. **Obtain Director/Tenant Commander signature for waiver approval.**
3. Provide a copy of the approved form to the Directorate of Risk Management, ATTN: Pollution Prevention Program Manager. Attach the original approved form to the Purchase Request Checklist and submit to the Directorate of Contracting.

EPA Recovered Material Content Item not purchased below [refer to EPA Recovered Material Content Items list]:

Pallets

Products containing recovered materials and meeting ANAD's AP standards for the above EPA Recovered Material Content Items are not requested because:

__x___ Items do not meet all reasonable performance specifications.

__x___ Items are not available within a reasonable period of time or from a sufficient number of sources.

__x___ Products containing recovered materials would require paying a price premium.

Written Justification For Not Purchasing EPA Recovered Material Content Items (continue on back if necessary):

_____ _____

Requester Signature Date

4. APPROVAL_____ DATE_____
Director/Tenant Commander

Justification For Not Purchasing EPA Recovered Material Content Items Due to Price, Performance or Availability (cont'd from front)

Complete item/service description (include stock number if applicable)

Cost of product or service

Name of vendor or source

Applicable exemption (i.e., price, performance, or availability)

Data supporting the use of the exemption:

Cost comparison of several products/services

Timeframe required by the user and expected delivery date

Number of competitive sources for the product/service

Documentation of product/service performance

Other information

Name, telephone number, and email address of requester

QUALITY SURVEILLANCE PLAN
For
DTAVS Support

1. INTRODUCTION. The Federal Acquisition Regulation (FAR) requires Government surveillance of all contracts to give reasonable assurance that efficient methods and cost controls are being utilized. The plan is a permanent part of the contract file and may be changed as needed.

2. PURPOSE. The purpose of the Surveillance Plan is to:

a. Properly control and monitor contract number TBD.

b. Ensure the Government receives fair value for each dollar spent.

3. SCOPE. This Surveillance Plan pertains to the Depot Total Asset Visibility System (DTAVS) support contract number TBD and all modifications issued thereto.

4. CONTRACT MONITORING REQUIREMENTS. The Contract Monitor for the DTAVS support contract is Gary Parris, AMSTA-AN-IWPC, telephone 4512. The Contract Monitor has overall responsibility for monitoring contractor performance on all work performed under this contract. Duties include:

1. Monitor performance of Statement of Work (SOW) to ensure contractor performs within the scope.

2. Attempt to resolve through interface with contractor management any problems that arise. Unresolved problems will be elevated to the Contracting Officer.

3. Monitor and brief upper management on the status of the contract and contractor performance as required.

4. Review each contractor invoice, including supporting documentation (time sheets, travel info, receipts, etc.) to ensure accuracy and correctness of all charges. If required, make adjustments to invoices, indicating rationale. Forward verified invoices to appropriate administrative and paying offices.

5. Perform, on a random and unannounced basis, an audit of the contractor's time logs and travel vouchers in order to ensure complete accuracy and correctness of charges.

Attachment 0007

6. Perform acceptance inspections of all deliverables specified, if required.

7. Continuously evaluate contractor performance in terms of quality, quantity, and timeliness. Immediately alert the Contracting Officer if problems arise.

EVALUATION PLAN

DTAVS Support

1. A technical team will evaluate all quotations.

2. The technical team will evaluate the **Experience and Technical Approach Factors** as **trade-off** evaluation factors. The technical specifications must be met as a minimum.

a. Experience with DTAVS, Visual Studio 2005, T-SQL, C#, and other operating systems and servers identified in the Statement of Work (SOW).
b. Technical Approach to the SOW.
c. Past Performance
d. Price

2. Experience and Technical Approach are equally important. Experience and Technical Approach, when combined, are slightly more important than Past Performance. Experience, Technical Approach and Past Performance, when combined, are slightly more important than Price.

3. **Past Performance,** attached, is a **trade-off** evaluation factor. It will be evaluated using the attached table of factors and definition of ratings. The Past Performance evaluation will be conducted by the technical team and the contract specialist, since this is not a formal source selection board and the evaluations factors are not complex tradeoff evaluations. The Past Performance factors are listed below:

a. Quality
b. Delivery
c. Cost Control
d. Experience

Past Performance will be rated as either "Neutral", "Poor", "Good", or "Excellent." The criteria for evaluation of each factor is attached. The technical evaluation team will conduct a Performance Risk Assessment based on the offeror's past performance rating. Performance Risks are those associated with the offeror's ability to perform the solicitation requirements as indicated by that offeror's record of past and current relevant performance. The Risks assigned will be: "Unknown", "Very High", "Low", and "Very Low."

PAST PERFORMANCE EVALUATION PLAN

SUBFACTOR	**NEUTRAL/ UNKNOWN RISK	POOR Very High Risk	GOOD LOW RISK	EXCELLENT/ Very Low Risk
QUALITY Conformance to Specifications and Customer Requirements.	There is no meaningful relevant record of past performance	It is extremely doubtful that the offeror will successfully perform the required effort	Little doubt exists that the offeror will successfully perform the required effort	Essentially no doubt exists that the offeror will successfully perform the required effort
* **DELIVERY** Adherence to delivery schedules and availability requirements..	There is no meaningful relevant record of past performance	It is extremely doubtful that the offeror will successfully perform the required effort	Little doubt exists that the offeror will successfully perform the required effort	Essentially no doubt exists that the offeror will successfully perform the required effort
COST CONTROL Adherence to contract price or cost schedule	There is no meaningful relevant record of past performance	It is extremely doubtful that the offeror will successfully perform the required effort	Little doubt exists that the offeror will successfully perform the required effort	Essentially no doubt exists that the offeror will successfully perform the required effort
EXPERIENCE Experience with DTAVS, Visual Studio 2005, T-SQL, C#, Help Desk services, system administration support, reports generation	There is no meaningful relevant record of past performance	It is extremely doubtful that the offeror will successfully perform the required effort	Little doubt exists that the offeror will successfully perform the required effort	Essentially no doubt exists that the offeror will successfully perform the required effort

*Failure to adhere to schedules must be documented to show circumstances were in control of the contractor. If there was government delay or if changes in the delivery schedules were negotiated, contractor cannot be penalized.

** Offerors with no relevant past performance will receive a neutral rating.

05-2001 AL,ANNISTON-GADSEN

WAGE DETERMINATION NO: 05-2001 REV (01) AREA: AL,ANNISTON-GADSEN

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:05-2002

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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
William W.Gross Director Division of Wage Determinations	Wage Determination No.: 2005-2001 Revision No.: 1 Date Of Revision: 09/12/2006

State: Alabama

Area: Alabama Counties of Calhoun, Cherokee, Clay, Cleburne, De Kalb, Etowah, Talladega

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	10.58
01012 - Accounting Clerk II	12.71
01013 - Accounting Clerk III	15.02
01020 - Administrative Assistant	15.76
01040 - Court Reporter	12.49
01051 - Data Entry Operator I	9.49
01052 - Data Entry Operator II	11.45
01060 - Dispatcher, Motor Vehicle	14.76
01070 - Document Preparation Clerk	10.42
01090 - Duplicating Machine Operator	10.42
01111 - General Clerk I	9.85
01112 - General Clerk II	11.45
01113 - General Clerk III	12.29
01120 - Housing Referral Assistant	13.88
01141 - Messenger Courier	8.51
01191 - Order Clerk I	9.38
01192 - Order Clerk II	11.26
01261 - Personnel Assistant (Employment) I	11.29
01262 - Personnel Assistant (Employment) II	12.63
01263 - Personnel Assistant (Employment) III	14.08
01270 - Production Control Clerk	15.91
01280 - Receptionist	8.96
01290 - Rental Clerk	10.49
01300 - Scheduler, Maintenance	11.13
01311 - Secretary I	11.13
01312 - Secretary II	12.49
01313 - Secretary III	13.88
01320 - Service Order Dispatcher	15.76
01410 - Supply Technician	15.76
01420 - Survey Worker	11.39

01531 - Travel Clerk I	9.57
01532 - Travel Clerk II	10.21
01533 - Travel Clerk III	10.81
01611 - Word Processor I	11.10
01612 - Word Processor II	12.46
01613 - Word Processor III	13.94
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	14.63
05010 - Automotive Electrician	13.07
05040 - Automotive Glass Installer	12.41
05070 - Automotive Worker	12.41
05110 - Mobile Equipment Servicer	11.02
05130 - Motor Equipment Metal Mechanic	13.76
05160 - Motor Equipment Metal Worker	12.41
05190 - Motor Vehicle Mechanic	13.76
05220 - Motor Vehicle Mechanic Helper	10.35
05250 - Motor Vehicle Upholstery Worker	12.41
05280 - Motor Vehicle Wrecker	12.41
05310 - Painter, Automotive	13.07
05340 - Radiator Repair Specialist	12.41
05370 - Tire Repairer	10.65
05400 - Transmission Repair Specialist	13.76
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.90
07041 - Cook I	11.46
07042 - Cook II	12.90
07070 - Dishwasher	8.73
07130 - Food Service Worker	8.73
07210 - Meat Cutter	12.90
07260 - Waiter/Waitress	9.32
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	13.00
09040 - Furniture Handler	9.94
09080 - Furniture Refinisher	13.81
09090 - Furniture Refinisher Helper	11.22
09110 - Furniture Repairer, Minor	12.52
09130 - Upholsterer	13.81
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.53
11060 - Elevator Operator	8.73
11090 - Gardener	11.46
11122 - Housekeeping Aide	8.96
11150 - Janitor	8.73
11210 - Laborer, Grounds Maintenance	9.32
11240 - Maid or Houseman	8.37
11260 - Pruner	8.66
11270 - Tractor Operator	10.75
11330 - Trail Maintenance Worker	9.32
11360 - Window Cleaner	9.32
12000 - Health Occupations	
12010 - Ambulance Driver	11.51
12011 - Breath Alcohol Technician	12.68
12012 - Certified Occupational Therapist Assistant	19.42
12015 - Certified Physical Therapist Assistant	19.42
12020 - Dental Assistant	11.02
12025 - Dental Hygienist	27.87
12030 - EKG Technician	21.56
12035 - Electroneurodiagnostic Technologist	21.56
12040 - Emergency Medical Technician	11.51
12071 - Licensed Practical Nurse I	10.99
12072 - Licensed Practical Nurse II	12.68
12073 - Licensed Practical Nurse III	14.14
12100 - Medical Assistant	10.06

12130 - Medical Laboratory Technician	12.74
12160 - Medical Record Clerk	10.75
12190 - Medical Record Technician	13.54
12195 - Medical Transcriptionist	10.75
12210 - Nuclear Medicine Technologist	22.89
12221 - Nursing Assistant I	8.50
12222 - Nursing Assistant II	9.55
12223 - Nursing Assistant III	10.43
12224 - Nursing Assistant IV	11.69
12235 - Optical Dispenser	12.68
12236 - Optical Technician	10.99
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	11.69
12305 - Radiologic Technologist	16.77
12311 - Registered Nurse I	18.91
12312 - Registered Nurse II	23.16
12313 - Registered Nurse II, Specialist	23.16
12314 - Registered Nurse III	27.98
12315 - Registered Nurse III, Anesthetist	27.98
12316 - Registered Nurse IV	33.55
12317 - Scheduler (Drug and Alcohol Testing)	15.71
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	14.96
13012 - Exhibits Specialist II	18.54
13013 - Exhibits Specialist III	22.67
13041 - Illustrator I	14.81
13042 - Illustrator II	18.35
13043 - Illustrator III	22.45
13047 - Librarian	20.32
13050 - Library Aide/Clerk	10.80
13054 - Library Information Technology Systems Administrator	18.35
13058 - Library Technician	11.93
13061 - Media Specialist I	12.11
13062 - Media Specialist II	13.55
13063 - Media Specialist III	15.10
13071 - Photographer I	10.67
13072 - Photographer II	12.65
13073 - Photographer III	18.16
13074 - Photographer IV	20.88
13075 - Photographer V	25.26
13110 - Video Teleconference Technician	12.11
14000 - Information Technology Occupations	
14041 - Computer Operator I	11.87
14042 - Computer Operator II	13.68
14043 - Computer Operator III	16.53
14044 - Computer Operator IV	18.36
14045 - Computer Operator V	18.87
14071 - Computer Programmer I (1)	15.25
14072 - Computer Programmer II (1)	18.90
14073 - Computer Programmer III (1)	23.11
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	22.23
14102 - Computer Systems Analyst II (1)	26.86
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	11.87
14160 - Personal Computer Support Technician	18.36
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	22.20
15020 - Aircrew Training Devices Instructor (Rated)	26.86
15030 - Air Crew Training Devices Instructor (Pilot)	28.37
15050 - Computer Based Training Specialist / Instructor	22.23
15060 - Educational Technologist	22.23
15070 - Flight Instructor (Pilot)	28.37

15080 - Graphic Artist	21.00
15090 - Technical Instructor	17.20
15095 - Technical Instructor/Course Developer	20.79
15110 - Test Proctor	12.95
15120 - Tutor	12.95
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	7.66
16030 - Counter Attendant	7.66
16040 - Dry Cleaner	9.18
16070 - Finisher, Flatwork, Machine	7.66
16090 - Presser, Hand	7.66
16110 - Presser, Machine, Drycleaning	7.66
16130 - Presser, Machine, Shirts	7.66
16160 - Presser, Machine, Wearing Apparel, Laundry	7.66
16190 - Sewing Machine Operator	9.68
16220 - Tailor	10.18
16250 - Washer, Machine	8.15
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	15.68
19040 - Tool And Die Maker	18.46
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.20
21030 - Material Coordinator	15.91
21040 - Material Expediter	15.91
21050 - Material Handling Laborer	10.17
21071 - Order Filler	11.33
21080 - Production Line Worker (Food Processing)	12.20
21110 - Shipping Packer	11.87
21130 - Shipping/Receiving Clerk	11.87
21140 - Store Worker I	11.04
21150 - Stock Clerk	13.58
21210 - Tools And Parts Attendant	12.20
21410 - Warehouse Specialist	12.20
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	17.91
23021 - Aircraft Mechanic I	17.06
23022 - Aircraft Mechanic II	17.91
23023 - Aircraft Mechanic III	18.81
23040 - Aircraft Mechanic Helper	13.30
23050 - Aircraft, Painter	16.30
23060 - Aircraft Servicer	14.79
23080 - Aircraft Worker	15.55
23110 - Appliance Mechanic	15.39
23120 - Bicycle Repairer	10.60
23125 - Cable Splicer	17.49
23130 - Carpenter, Maintenance	14.30
23140 - Carpet Layer	14.69
23160 - Electrician, Maintenance	15.26
23181 - Electronics Technician Maintenance I	18.18
23182 - Electronics Technician Maintenance II	21.18
23183 - Electronics Technician Maintenance III	22.30
23260 - Fabric Worker	13.97
23290 - Fire Alarm System Mechanic	16.11
23310 - Fire Extinguisher Repairer	13.28
23311 - Fuel Distribution System Mechanic	19.78
23312 - Fuel Distribution System Operator	15.69
23370 - General Maintenance Worker	15.11
23380 - Ground Support Equipment Mechanic	17.06
23381 - Ground Support Equipment Servicer	14.79
23382 - Ground Support Equipment Worker	15.55
23391 - Gunsmith I	13.28
23392 - Gunsmith II	14.69
23393 - Gunsmith III	16.11

23410 - Heating, Ventilation And Air-Conditioning Mechanic 15.61
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility) 16.29
23430 - Heavy Equipment Mechanic 16.56
23440 - Heavy Equipment Operator 14.65
23460 - Instrument Mechanic 18.22
23465 - Laboratory/Shelter Mechanic 15.39
23470 - Laborer 10.17
23510 - Locksmith 15.39
23530 - Machinery Maintenance Mechanic 17.12
23550 - Machinist, Maintenance 15.82
23580 - Maintenance Trades Helper 10.29
23591 - Metrology Technician I 18.22
23592 - Metrology Technician II 19.01
23593 - Metrology Technician III 19.81
23640 - Millwright 16.72
23710 - Office Appliance Repairer 14.48
23760 - Painter, Maintenance 15.73
23790 - Pipefitter, Maintenance 16.82
23810 - Plumber, Maintenance 16.00
23820 - Pneudraulic Systems Mechanic 16.11
23850 - Rigger 16.11
23870 - Scale Mechanic 14.69
23890 - Sheet-Metal Worker, Maintenance 15.57
23910 - Small Engine Mechanic 13.57
23931 - Telecommunications Mechanic I 17.39
23932 - Telecommunications Mechanic II 18.27
23950 - Telephone Lineman 17.39
23960 - Welder, Combination, Maintenance 15.50
23965 - Well Driller 16.11
23970 - Woodcraft Worker 16.11
23980 - Woodworker 13.06
24000 - Personal Needs Occupations
24570 - Child Care Attendant 9.76
24580 - Child Care Center Clerk 12.16
24610 - Chore Aide 8.37
24620 - Family Readiness And Support Services Coordinator 11.77
24630 - Homemaker 13.52
25000 - Plant And System Operations Occupations
25010 - Boiler Tender 18.21
25040 - Sewage Plant Operator 17.40
25070 - Stationary Engineer 18.21
25190 - Ventilation Equipment Tender 14.20
25210 - Water Treatment Plant Operator 17.40
27000 - Protective Service Occupations
27004 - Alarm Monitor 12.41
27007 - Baggage Inspector 11.29
27008 - Corrections Officer 14.90
27010 - Court Security Officer 14.90
27030 - Detection Dog Handler 12.31
27040 - Detention Officer 14.90
27070 - Firefighter 16.30
27101 - Guard I 11.29
27102 - Guard II 12.31
27131 - Police Officer I 14.75
27132 - Police Officer II 16.40
28000 - Recreation Occupations
28041 - Carnival Equipment Operator 10.75
28042 - Carnival Equipment Repairer 11.46
28043 - Carnival Equpment Worker 8.73
28210 - Gate Attendant/Gate Tender 12.14
28310 - Lifeguard 10.82
28350 - Park Attendant (Aide) 13.58

28510 - Recreation Aide/Health Facility Attendant	9.91
28515 - Recreation Specialist	13.52
28630 - Sports Official	10.82
28690 - Swimming Pool Operator	16.84
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	15.93
29020 - Hatch Tender	15.93
29030 - Line Handler	15.93
29041 - Stevedore I	14.25
29042 - Stevedore II	16.87
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	32.38
30011 - Air Traffic Control Specialist, Station (HFO) (2)	22.33
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	24.59
30021 - Archeological Technician I	12.55
30022 - Archeological Technician II	13.69
30023 - Archeological Technician III	16.98
30030 - Cartographic Technician	18.72
30040 - Civil Engineering Technician	16.51
30061 - Drafter/CAD Operator I	13.38
30062 - Drafter/CAD Operator II	15.20
30063 - Drafter/CAD Operator III	16.43
30064 - Drafter/CAD Operator IV	20.22
30081 - Engineering Technician I	12.50
30082 - Engineering Technician II	14.03
30083 - Engineering Technician III	15.70
30084 - Engineering Technician IV	19.45
30085 - Engineering Technician V	23.79
30086 - Engineering Technician VI	28.78
30090 - Environmental Technician	18.39
30210 - Laboratory Technician	18.35
30240 - Mathematical Technician	18.72
30361 - Paralegal/Legal Assistant I	13.21
30362 - Paralegal/Legal Assistant II	16.34
30363 - Paralegal/Legal Assistant III	20.01
30364 - Paralegal/Legal Assistant IV	21.99
30390 - Photo-Optics Technician	18.72
30461 - Technical Writer I	18.74
30462 - Technical Writer II	22.92
30463 - Technical Writer III	24.48
30491 - Unexploded Ordnance (UXO) Technician I	20.58
30492 - Unexploded Ordnance (UXO) Technician II	24.90
30493 - Unexploded Ordnance (UXO) Technician III	29.85
30494 - Unexploded (UXO) Safety Escort	20.58
30495 - Unexploded (UXO) Sweep Personnel	20.58
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	16.19
30621 - Weather Observer, Senior (3)	18.00
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.38
31030 - Bus Driver	14.27
31043 - Driver Courier	13.55
31260 - Parking and Lot Attendant	10.56
31290 - Shuttle Bus Driver	13.55
31310 - Taxi Driver	12.82
31361 - Truckdriver, Light	13.55
31362 - Truckdriver, Medium	14.36
31363 - Truckdriver, Heavy	16.30
31364 - Truckdriver, Tractor-Trailer	16.30
99000 - Miscellaneous Occupations	
99030 - Cashier	7.25
99050 - Desk Clerk	8.87
99095 - Embalmer	20.58
99251 - Laboratory Animal Caretaker I	11.06

99252 - Laboratory Animal Caretaker II	11.69
99310 - Mortician	20.58
99410 - Pest Controller	12.15
99510 - Photofinishing Worker	10.82
99710 - Recycling Laborer	11.69
99711 - Recycling Specialist	13.19
99730 - Refuse Collector	10.86
99810 - Sales Clerk	9.83
99820 - School Crossing Guard	11.86
99830 - Survey Party Chief	13.98
99831 - Surveying Aide	9.15
99832 - Surveying Technician	12.55
99840 - Vending Machine Attendant	14.02
99841 - Vending Machine Repairer	16.81
99842 - Vending Machine Repairer Helper	14.02

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $3.01 per hour or $120.40 per week or $521.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: 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 PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) 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) 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 ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, 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 ordance, (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 ordance, 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 ordance, 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.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

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) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), 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.

INCENTIVE PLAN – DTAVS support

1. Minimum performance standard: The following minimum performance standards will be used to determine application of incentives under this contract:

a. DTAVS Support: No more than two incidents per month of failure to conform to the requirements in the Statement of Work.

2. Positive Incentives. Positive incentives will apply when Contractor performance meets or exceeds the minimum performance standard. Positive Incentives applicable to this contract are listed below.

a. On-time delivery of conforming services and/or supplies will be a positive consideration in the decision process for exercise of option years if a need for the services and/or supplies under this contract is determined to exist for the option periods. See FAR Clause 52.217-9.

b. Positive documentation of performance.

3. Negative incentives. Negative incentives will apply when Contractor performance fails to meet the minimum performance standards listed at paragraph 1 above. Negative Incentives applicable to this contract are listed below.

a. Negative documentation of performance.

b. Failure to provide on-time delivery of conforming services and/or supplies will be a negative consideration in the decision process for exercise of option years if a need for the services and/or supplies under this contract is determined to exist for the option periods. See FAR Clause 52.217-9.

4. All incentives will be applied as appropriate at the discretion of the Contracting Officer.

Attachment 0011