AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 43

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
0001	27-Dec-2006	AE200063468101	

6. ISSUED BY CODE W911KF

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

7. ADMINISTERED BY (If other than item 6) CODE W911KF

DOC-ANNISTON ARMY DEPOT(2)
JEFFREY HARDIN 256-235-6179
7 FRANKFORD AVENUE
ANNISTON AL 36201-4199

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)

CH2M HILL
151 Lafayette Drive
Suite 110
Oak Ridge, TN 37830

CODE FACILITY CODE

X	9A. AMENDMENT OF SOLICITATION NO. W911KF-07-R-0001
X	9B. DATED (SEE ITEM 11) 21-Dec-2006
	10A. MOD. OF CONTRACT/ORDER NO.
	10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer [X] is extended, [ ] is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

[ ] A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

[ ] B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

[ ] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

[ ] D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [ ] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Page Two

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
Correggio L. Peagler, Vice President		TEL: EMAIL:	
15B. CONTRACTOR/OFFEROR Correggio L. Peagler Sr. (Signature of person authorized to sign)	15C. DATE SIGNED 16 JAN 2007	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 27-Dec-2006

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

NOTES

1. The purpose of this amendment is to issue the solicitation to change from draft status, add clauses, provisions, attachments, and to extend the closing date January 10, 2007 at 10:00 a.m. local time.

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The required response date/time has changed from 22-Dec-2006 10:00 AM to 10-Jan-2007 10:00 AM.

The following have been modified:

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) Safety Guidelines; (5) Surveillance Plan; (6) Technical Capability/Experience with GIS Evaluation Plan Detail, (7) Past Performance Evaluation Plan, (8) Contractor Request for Waiver For Non-EPA Comprehensive Guideline Items; (9) EPA Guideline Items; (10) Contractor Affirmative Procurement Report Form; 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: 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 year contract.

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

PROVISION #5: 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 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 Administrator 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 #6: 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 #7: Manpower Reporting.
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 # 8: Vendor 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____

If no, EFT address: Wells Fargo Bank
Acct # 4159585769
ABA # 121000248

Federal Tax Identification Number: 59-0918189
Dun & Bradstreet Number (DUNS): 602773160
CAGE Code: 1ENF1

Central Contractor Registration (CCR): Yes ✓ No_____
CCR Expiration Date: 01/05/2008

Vendor Contact Information:

POC Mr. Ken Hill
Telephone: 865-483-9005 x523
FAX: 678-579-8142
Email: Ken.Hill@CH2M.com

PROVISION #9. 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 ANNUALLY, TO ENSURE THEY ARE KEPT CURRENT, ACCURATE, AND COMPLETE. THE REPRESENTATIONS AND CERTIFICATIONS ARE EFFECTIVE UNTIL ONE YEAR FROM DATE OF SUBMISSION OR UPDATE TO ORCA

PRICING RECAP

Base Year (Line Items: 1 + 2)	$ 93,000
1st Option Year (Line Items: 3 + 4)	$ 97,185
2nd Option Year (Line Items: 5 + 6)	$ 101,558
3rd Option Year (Line Items: 7 + 8)	$ 106,129
4th Option Year (Line Items: 9, 10, 11)	$ 110,904
TOTAL	$ 508,776

The following have been added by reference:

52.204-7	Central Contractor Registration	JUL 2006
52.217-5	Evaluation Of Options	JUL 1990
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

The following have been added 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.

52.000-4307 SUBMISSION AND PAYMENT OF INVOICE

In consideration of satisfactory performance of the services rendered under this contract, payment will be made to the contractor for work completed upon submission of one copy of a properly completed invoice to the following address:
Anniston Army Depot
Attn: Brandi Martin Bldg 363
7 Frankford Ave
Anniston,AL 36201-4199

Payment will be made by credit card or Defense Finance Accounting Service located at:
Operating Location Rock Island, IL
Phone 309 782-9101
FAX 309 782-9997

(End of clause) Updated August 2004

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, Correggio L. Peagler, an employee, authorized representative, and agent of CH2M HILL, 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: Correggio L. Peagler Jr (signature)

PRINTED NAME: Correggio L. Peagler

TITLE: Vice President

EMPLOYER/PRINCIPAL: CH2M HILL

(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

52.211-11 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 $ 60.41 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 and 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 (SEP 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.

(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(k) 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.

(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 $3,000, and offers of $3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same 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 offers.

2. The technical team will evaluate the Technical Factors as a trade-off evaluation factor.

a. Experience and knowledge in management of Information Technology Services Contracts.

b. Experience in operational support of Geographic Information System to include hands on experience in working with a MS Windows server and the following software and applications:

Windows 2003 operating system
Cisco and Foundry Networking hardware
Microsoft SQL
ESRI ArcIMS 9.2
ESRI ArcSDE 9.2
ESRI ArcGIS 9.2
New Atlanta ServletExec
Macromedia Cold Fusion
Java
Costworks 2006 License Server
Microstation License Server
Apache Tomcat 5.0

3. Past Performance is a trade-off evaluation factor. The technical team and a contract specialist will conduct the Past Performance evaluation. The Past Performance factors are listed below:

a. Experience operating, maintaining and supporting GIS
b. Quality of conformance with SOW of Contractor

c. Quality of conformance to SOW of Contractor Personnel

4. Past Performance will be rated as "Neutral", "Poor", "Good" or "Excellent". The technical evaluation team will conduct a Performance Risk Assessment based on the offertory past performance rating. Performance Risks are those associated with the offertory ability to perform the solicitation requirements as indicated by the offertory' record of past and current relevant performance. Risks assigned will be: "Unknown", " High", "Low-Moderate" and "Low".

5. Technical capability/experience with Geographic Information Systems is slightly more important than past performance. Technical capability/experience and past performance when combined are slightly more important than price.

6. Technical proposal requirements:

a. Describe specific experience with each element of paragraphs 2(a)and 2(b) above.

b. Provide resumes for proposed staff in support of this requirement and a matrix showing years of experience with each element of paragraph 2(a)(b) above.

(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 (NOV 2006) ALTERNATE I (APR 2002)

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

(a) Definitions. As used in this provision:

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

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

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

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

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---CH2M HILL COMPANIES, LTD---

TIN---93-0549963---

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

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

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

(i) It (X) 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 Bahrainian end products, "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 Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act":

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

Line Item No.

[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

---

(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 ____

(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 (NOV 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 (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

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

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

___(4) [Removed].

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

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

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

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

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

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

_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 (SEP 2006) (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)).

_XX__ (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).

_XX__ (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 (SEP 2006) (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 (SEP 2006) (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 (NOV 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, 109-53 and 109-169).

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

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

___ (25) 52.225-5, Trade Agreements (NOV 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.]

____ (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

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

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

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

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If

this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

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

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

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

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

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

(vi) 52.222-41, Service Contract Act of 1965, 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.)

52.217-8 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 60 Days.

(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 3 years.
(End of clause)

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."

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

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)

2. 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 30 calendar days. 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 (NOV 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) ___ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

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

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

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

(8) _XX__ 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) _XX__ 252.225-7021, Trade Agreements (NOV 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 (OCT 2006) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

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

(13) XX___ 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 2006) (Section 1092 of Public Law 108-375).

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

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

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

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

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

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

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

(End of clause)

(End of Summary of Changes)

STATEMENT OF WORK

Objective:
Anniston Army Depot has invested in a Web-Based Geographic Information System (GIS) that provides a common installation map and is used as a decision support tool for management. The installed system is an important tool providing information to support a myriad of projects across the installation. The objective of this statement of work is to provide the specifications required to support the installed GIS and to set forth the maintenance requirements to ensure continued operation of the installed system.

This GIS system was developed for the Army and is different from commercial GIS systems. In addition GIS mapping, Anniston Army Depot's GIS system includes the following:

- Data Management of Documents
- Interface to HMMS, FEMS, and IFS
- Mapping Functions
- Links to RM Databases
- Process approval module
- Dip permitting
- Air permitting
- Allow for document loading, viewing and printing
- AST/UST management
- Solid Waste management
- Forest management
- Water/wastewater compliance
- Air compliances
- Waste management
- Environmental Management System and environmental restorations
- Provides warranty data, support, and feedback
- Asbestos management
- Has search functions

PURPOSE:

Attachment 1

Obtain the services of a vendor to provide maintenance support, installation of upgrades, and programming support for the integration of upgrades for Anniston Army Depot's GIS to ensure continued operations and latest versions of hardware and software.

SCOPE:

Anniston Army Depot maintains operational responsibilities for a MS Windows server environment with data transfer via a fiber optics LAN using primarily Cisco and Foundry networking hardware. The current installed system consists of 1 HP Proliant ML750 running as both the application and data server. This server is running the Windows Server 2003 operating system and the MS SQL database application with additional software to include ESRI ArcIMS 9.9, ESRI ArcSDE 9.1, New Atlanta ServletExec, Macromedia Cold Fusion, Java, CostWorks 2006 License Server, Microstation License Server, Microsoft SQL and Apache Tomcat 5.0.

RESPONSIBILITIES: ANAD DOIM

1. Provide government personnel to ensure vendor has access to computer room facilities and servers to allow specific work requirements, and inform contractor of issues that need to be resolved.

2. Provide reasonable accommodations to meet vendor schedules and provide reasonable notice when service is required for software upgrades, patches, troubleshooting, security updates, and other issues that may have a potential impact on GIS system.

3. Provide hardware and commercial software as required.

4. Provide a technical representative/COR to monitor and evaluate contractor performance.

RESPONSIBILITIES: VENDOR

Contractor shall:

Demonstrate capability to provide services exemplifying expertise in government owned Information Technology equipment, network systems, services and software.

Provide personnel qualified to meet requirements of Statement of Work. Minimum qualifications are as follows:

a. Knowledgeable in Windows operating systems both on the server and on the desktop.
b. Knowledgeable in Ethernet networking to include IP and SMTP protocols.
c. Able to work normal business hours of the installation.
d. Able to attain National Agency Check (NAC) clearance to obtain access to installation.
e. Fully trained on MS Windows and MS Windows Server 2003 and at least 3 years of experience in support of Army GIS systems.

Perform any testing, troubleshooting, and installation on a non-production mirror system prior to performing these tasks on the operational system located at ANAD.

Provide and be prepared to execute a full system restore of operating system and application software in the event that operational system becomes inoperable.

Perform updates as required and approved by the installation GIS administrator to include upgrades and/or replacement of server and operating system. ANAD will purchase the hardware and/or software and expect the contractor to test and install.

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.

Coordinate with other organizations and vendors on the systems and software that must interface with the GIS to ensure requirements are met.

Provide full range of services required to ensure complete and uninterrupted operational status of the installed GIS at Anniston Army Depot.

Maintain interface links to other systems that are integrated into the GIS System such as Facility and Equipment Management System (FEMS), Integrated Facility System (IFS), Hazardous Material Management System (HMMS), and Heating, Ventilation and Air Conditioning (HVAC) and make sure that these links are operational and secure. Interface problems typically arrive due to software changes, password changes, etc.

On occasion contractor may need to interface with the Integrated Facilities Systems (IFS) located in Fort Lee, Virginia. IFS is the repository of Army facilities data flowing to the GIS.

Provide telephone support for user problems during business hours.

Provide onsite support for upgrades and problem resolution.

Provide support for the installation of enhancements and improvements, as they are required by the functional administrator.

Perform general system troubleshooting, GIS account maintenance, system cleanup, performance tuning, disaster recovery, and consult with functional administrators to identify any shortcomings or ongoing problems. If new developments or code changes are required to correct problems, all web interfaces must be Section 508 Compliant.

Coordinate with other vendors who have a requirement to access and perform tasks to the system to ensure continued functionality of the system.

Contractor shall respond within 24 hours of notification of a problem and resolve problems within 48 hours.

Contractor will consult with Government personnel regarding issues with GIS, and prior to any system changes.

If at anytime contractor is unable to continue support on the GIS, all documentation on problem resolutions and system alterations and adjustments will be provided promptly to the Government in a user friendly format.

All programming and documentation for the GIS system changes produced by the Contractor under the contract are the property of the Government.

All documentation must be in English.

FREQUENCY OF SERVICE:

The contractor will provide telephonic support during normal business hours for functional administrator in support of resolving user or systemic problems. The contractor shall provide on-site support if needed to resolve problems or implement upgrades or modifications. After hour call support will not be required, however upgrade or maintenance requiring down time for the GIS system should be scheduled during non business hours for the installation. Two upgrades are provided on the GIS system per year and technician is usually contacted twice per week.

Other GIS Support:

The contractor may be required to populate the GIS database with infrastructure changes. This may include collection of data, processing and validating of data, and inputting data into GIS. Charges for this service should not be included in bids for this service as it will vary depending upon the requirement, however Contractor must demonstrate capability to support this requirement. When needed this requirement will be negotiated with the contractor and funded through a modification to the contract.

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OTHER NAMES USED (INCLUDE FORMER MARRIED NAMES)		TYPE BADGE/AREA:

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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)

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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.

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SIGNATURE OF AUTHORIZED PERSONNEL/REPRESENTATIVE	DATE
Conyer L. Peagler Sr.	1/16/2007

DISAPPROVED	SIGNATURE OF DISAPPROVING OFFICIAL	DATE

APPROVED

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NO DRIVING PRIVILEGES

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Onezzi L. Reagle Sr.	1/16/2007

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Conyer L. Leagh Sr.	1/16/2007

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SIGNATURE OF AUTHORIZED PERSONNEL/REPRESENTATIVE Conzy L. Pearl Jr.	DATE 1/16/2007

☐ DISAPPROVED	SIGNATURE OF DISAPPROVING OFFICIAL	DATE

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Conger L. Peagle Sr.	1/16/2007

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 2

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
Conrad L. Beasley Sr.	16 JAN 2007

[redacted]

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 2

CH2MHILL

SECRETARY CERTIFICATE

I, Paula W. Chase, Assistant Corporate Secretary of CH2M HILL, Inc., hereby certify that the following is a resolution adopted by the Board of Directors by Unanimous Written Consent on April 24, 2003. I further certify that said resolution is in full force and effect as of January 12, 2007:

BE IT RESOLVED that the authority to execute, on behalf of this corporation, or any of its affiliates or subsidiaries, agreements pertaining to performing services for clients is hereby granted by this Board of Directors to all designated officers of the corporation.

BE IT FURTHER RESOLVED that the President or Chief Financial Officer may, from time to time, authorize individual employees of the corporation, or any of its affiliates or subsidiaries, to execute agreements pertaining to performing services for clients. Provided, however, that such authorization is in writing authorizing the individual by name and title to execute agreements.

BE IT FURTHER RESOLVED that the authority to execute, on behalf of this corporation, or any of its affiliates or subsidiaries, agreements other than those pertaining to performing services for clients is hereby granted by this Board of Directors to all designated officers of the corporation, Regional Business Managers, Assistant Regional Business Managers, Office Service Supervisors, Regional Human Resource Managers, Senior Contract and Contract Administrators, Regional Publications Managers, Regional Administrative Specialists, Market Segment Leaders, Practice Directors, Corporate Department Managers, Manager of Purchasing, Manager of Facilities, Manager of Field Equipment Programs, Assistant Corporate Administrative Manager, Recovery Rate Administrator; and Corporate IT Staff, as specifically authorized by the President or Chief Financial Officer.

BE IT FURTHER RESOLVED that the President or Chief Financial Officer may, from time to time, authorize individual employees of the corporation, or any of its affiliates or subsidiaries, to execute agreements other than those pertaining to performing services for clients. Provided, however, that such authorization is in writing authorizing the individual by name to execute agreements.

I further certify that Corregio Peagler is Vice President of CH2M HILL, Inc., and has been granted authority in accordance with the above resolution.

Dated this 12th day of January, 2007.

Paula W Chase

Paula W. Chase, Assistant Secretary

State of Colorado
County of Douglas

Subscribed and sworn to before me by Paula W. Chase, known to me to be the Assistant Secretary of CH2M HILL, Inc., this 12th day of January, 2007.

Notary Public
My commission expires: 3/7/2010

STATE OF COLORADO PUBLIC NOTARY CHERYL L. JETT

Attachment 3

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.

Attachment 4

Surveillance Plan for
Geographic Information System

1. Objective

Set forth a plan to monitor contractor performance and ensure delivery of acceptable levels of performance. Ensure contractor performance is consistent with the stated requirements in the Statement of Work for the automated Geographic Information System installed at Anniston Army Depot (ANAD). The plan will also be used to determine if conditions for non-conformance exists.

2. Performance Requirements Summary (PRS)

a. Contractor shall ensure prompt and correct performance of all requirements identified in the Statement of Work for the maintenance of the Geographic Information System.

b. Contractor shall ensure that the personnel assigned to perform under this contract are properly qualified and trained, and able to obtain necessary security clearances.

3. Acceptable Quality Level:

a. There can be no failures regarding personnel qualifications and security requirements.
b. Contractor will respond to notifications of issues/problems within 24 hours.
c. Contractor shall notify the Contracting Officer's Representative (COR) of any issue that cannot or will not be resolved within 48 hours.
d. Contractor will perform all testing, troubleshooting, and installation on non-productive system prior to loading or making changes to operational system.
e. Contractor will ensure all interface links are maintained, operational, and secure.

4. Inspection Frequency:

a. Performance will be monitored by inspection of tasks completed and customer feedback after each instance of work performed. Once a task is completed by the contractor, it will be inspected by the functional administrator. The functional administrator will then inform the COR by rating the work as acceptable or not acceptable.

5. Contractor Notification of Deficiencies:

The COR will notify the Contracting Office (KO) if any of deficiencies in the execution of the contract. The COR is responsible for coordinating corrective actions with the KO in the Directorate of Contracting. The Contracting Officer will take appropriate action to cite the contractor with a notice of deficiency.

Attachment 5

Evaluation Plan Detail

FACTOR: Technical Capability/Experience with Geographic Information System

Maintenance and Support

SUBFACTOR	POOR	GOOD	EXCELLENT
Experience with Geographic Information System, Microsoft Windows Server, and associated Windows 2003 operating system platforms.	No proposal submitted or incomplete proposal which does not contain information required to demonstrate adequate personnel, qualifications or experience to perform the entire requirement as it relates to this subfactor. Risk - HIGH	Submitted proposal covers the basic essentials required, does not elaborate on specific details of capabilities or only contains most basic information. Proposal demonstrates adequate personnel, qualifications and experience to perform the entire requirement as it relates to this subfactor. Risk - LOW-MODERATE	Submitted proposal provides all information required ; elaborates on specific details of capabilities and detailed explanations of qualifications and experience. Proposal demonstrates extensive knowledge, skill and experience base with the capability and flexibility to perform the entire requirement as it relates to this subfactor. Risk - LOW
Experience using the following applications: Microsoft SQL, ESRI ArcIMS 9.2, ESRI ArcSDE 9.2, ArcGIS desktop 9.2 New Atlanta ServletExec, Macromedia Cold Fusion, Java, CostWorks 2006 License Server, and Apache Tomcat 5.0	No proposal submitted or incomplete proposal which does not contain information required to demonstrate adequate experience to perform the entire requirement as it relates to this subfactor. Risk - HIGH	Submitted proposal covers the basic essentials required, does not elaborate on specific details of capabilities or only contains most basic information. Proposal demonstrates adequate experience to perform the entire requirement as it relates to this subfactor. Risk - LOW-MODERATE	Submitted proposal provides all information required ; elaborates on specific details of capabilities and detailed explanations of experience. Proposal demonstrates extensive experience base to perform the entire requirement as it relates to this subfactor. Risk - LOW
Experience using and providing support for Cisco and Foundry Networking hardware	No proposal submitted or incomplete proposal which does not contain information required to demonstrate adequate experience to perform the entire requirement as it relates to this subfactor. Risk - HIGH	Submitted proposal covers the basic essentials required, does not elaborate on specific details of capabilities or only contains most basic information. Proposal demonstrates adequate experience to perform the entire requirement as it relates to this subfactor. Risk - LOW-MODERATE	Submitted proposal provides all information required ; elaborates on specific details of capabilities and detailed explanations of experience. Proposal demonstrates extensive experience base to perform the entire requirement as it relates to this subfactor. Risk - LOW
Experience providing System Support for GIS interface with other applications	No proposal submitted or incomplete proposal which does not contain information required to demonstrate adequate experience to perform the entire requirement as it relates to this subfactor. Risk - HIGH	Submitted proposal covers the basic essentials required, does not elaborate on specific details of capabilities or only contains most basic information. Proposal demonstrates adequate experience to perform the entire requirement as it relates to this subfactor. Risk - LOW-MODERATE	Submitted proposal provides all information required ; elaborates on specific details of capabilities and detailed explanations of experience. Proposal demonstrates extensive experience base to perform the entire requirement as it relates to this subfactor. Risk - LOW

Attachment 6

Evaluation Plan Detail

FACTOR: Technical Capability/Experience with Geographic Information System

Maintenance and Support

SUBFACTOR	POOR	GOOD	EXCELLENT
System Enhancement, Experience with upgrading and updating the GIS system, maintaining security updates and compliance with Army regulations	The proposal demonstrates an approach that WILL NOT be capable of resulting in the SATISFACTORY attainment of the Statement of Work requirements. Risk - HIGH	The proposal DEMONSTRATES A SOUND APPROACH which IS EXPECTED TO result in the SATISFACTORY attainment of the Statement of Work requirements. Risk - LOW-MODERATE	The proposal has exceptional merit and reflects an excellent approach which will clearly result in the superior attainment of the Statement of Work requirements. Risk - LOW
Help Desk Support Experience providing programming, troubleshooting, and installation support of GIS Systems.	The proposal demonstrates an approach that WILL NOT be capable of resulting in the SATISFACTORY attainment of the Statement of Work requirements. Risk - HIGH	The proposal DEMONSTRATES A SOUND APPROACH which IS EXPECTED TO result in the SATISFACTORY attainment of the Statement of Work requirements. Risk - LOW-MODERATE	The proposal has exceptional merit and reflects an excellent approach which will clearly result in the superior attainment of the Statement of Work requirements. Risk - LOW
Data Management Experience in maintaining documentation on problem resolutions Arc system alterations and adjustments. Experience in maintaining document files as they relate to GIS	The proposal demonstrates an approach that WILL NOT be capable of resulting in the SATISFACTORY attainment of the Statement of Work requirements. Risk - HIGH	The proposal DEMONSTRATES A SOUND APPROACH which IS EXPECTED TO result in the SATISFACTORY attainment of the Statement of Work requirements. Risk - LOW-MODERATE	The proposal has exceptional merit and reflects an excellent approach which will clearly result in the superior attainment of the Statement of Work requirements. Risk - LOW

PAST PERFORMANCE EVALUATION PLAN

SUBFACTOR	**NEUTRAL/ UNKNOWN RISK	POOR Very High Risk	GOOD LOW RISK	EXCELLENT/ Very Low Risk
EXPERIENCE Operating, maintaining and supporting GIS	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
QUALITY OF Conformance with SOW of Contractor	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
QUALITY OF conformance to SOW of Contractor Personnel	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 SCHEDULE * (help desk support, maintaining problem resolutions and system alterations and adjustments)	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.

Attachment 7

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 Guideline 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 Contracting 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):

Conny L. Payne Sr. 16 JAN 2007

Contractor Signature Date

6. **CONCURRENCE**_____ **DATE**_____
Contracting Officer

7. **DATE SUBMITTED TO POLLUTION PREVENTION MANAGER**_____

[1] Also referred to as recovered material content items

Attachment 8

Justification For Not Purchasing EPA Guideline Items[1]
(cont'd from front)

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

List of Designated Recovered Materials Content Products

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 9

CONTRACTOR AFFIRMATIVE PROCUREMENT REPORT FORM FOR ESTIMATION OF RECOVERED MATERIAL CONTENT LEVELS FOR EPA DESIGNATED ITEMS (PER EXECUTIVE ORDER 13101)

CONTRACTOR: CH2M HILL

CONTRACT/DO #: _____

BLDG # (if applicable): _____

PROJECT MANAGER: _____

INSTRUCTIONS

1. Use this form to document estimation of recovered material content levels per FAR provision 52.223-9, "Certification and Estimate of Percentage of Recovered Material for EPA Designated Items."
2. Complete the table below for those EPA Designated Items used in performance of work under this contract/ delivery order that met or exceeded the minimum materials content levels (see 2nd column in table below). Provide the actual recovered material content (if different from 2nd column) and quantity for these items in the appropriate column, if available.
3. Mark each line with "N/A" for those item/s not used in the performance of this contract/delivery order.
4. Note any exemptions in 5th column for each item for which a Contractor Waiver Form was previously submitted.
5. Submit to the Contracting Officer at the completion of the contract.

RECYCLED OR RECOVERED PRODUCT	TOTAL RECOVERED MATERIALS CONTENT (RMC)	ACTUAL RMC (%)	QUANTITY USED	EXEMPTION (1,2,3)
Rock Wool Insulation	75%		N/A	
Fiberglass Insulation	20-25%		N/A	
Cellulose loose fill/Spray-on Insulation	75%		N/A	
Perlite Composition Board Insulation	23%		N/A	
Plastic Rigid Foam Insulation	9%		N/A	
Plastic Foam In Place Insulation	5%		N/A	
Plastic Foam, Glass Fiber Reinforced Insulation	6%		N/A	
Phenolic Rigid Foam Insulation	5%		N/A	
Structural Fiber Board	80-100%		N/A	
Laminated Paper Board	100%		N/A	
Cement/Concrete (FLYASH)	See www.epa.gov/cpg		N/A	
High Fly Ash Flowable Fills	95%		N/A	
Low Fly Ash Content Flowable Fill	6-14%		N/A	
Carpet (PET)	25-100%		N/A	
Bonded polyurethane Carpet Cushion	15-50%		N/A	
Jute Carpet Cushion	40%		N/A	
Synthetic fibers Carpet Cushion	100%		N/A	
Rubber Carpet Cushion	60-90%		N/A	
Rubber Plastic Patio Blocks	90-100%		N/A	
Rubber or Plastic Floor Tile	90-100%		N/A	
Steel Restroom Divider/Partition	15%		N/A	
Plastic Restroom Divider/Partition	20-100%		N/A	

Attachment 10

RECYCLED OR RECOVERED PRODUCT	TOTAL RECOVERED MATERIALS CONTENT (RMC)	ACTUAL RMC (%)	QUANTITY USED	EXEMPTION (1,2,3)
Concrete Railroad Crossing	15-20%		N/A	
Rubber Railroad Crossing	85-95%		N/A	
Steel Railroad Crossing	25-30% BOF/100%EAF2		N/A	
Traffic cones made from PVC, LDPE, crumb Rubber	50-100%		N/A	
Traffic Barricades (Type I and II only) made from HDPE, LDPE, PET, steel, fiberglass	100%		N/A	
Channelizers, Plastic	25-95%		N/A	
Channelizers, rubber base	100%		N/A	
Delineators, plastic	25-90%		N/A	
Delineators, rubber base	100%		N/A	
Delineators, steel base	25-50%		N/A	
Flexible plastic delineators	25-85%		N/A	
Parking Stops, Plastic or Rubber	100%		N/A	
Parking Stops, Concrete containing coal fly ash	20-40%		N/A	
Parking Stops, Concrete containing Ground-Granulated Blast Furnace Slag	25-70%		N/A	
Playground Surfaces, including rubber or plastic	90-100%		N/A	
Plastic Fencing for use to control snow, drifting Sand, or as a safety barrier	90-100%		N/A	
Running Tracks. Including rubber or plastic	90-100%		N/A	
Plastic Park benches and Picnic Tables	100%		N/A	
Plastic composite Park benches and Picnic Tables	100%		N/A	
Aluminum Park benches and Picnic Tables	25%		N/A	
Concrete Park benches and Picnic Tables	15-40%		N/A	
Steel Park benches and Picnic Tables	25-30% BOF/100%EAF		N/A	
Plastics Playground Equipment	100%		N/A	
Plastic Composites Playground Equipment	95-100%		N/A	
Steel Playground Equipment	25-30% BOF/100% EAF		N/A	
Aluminum Playground Equipment	25%		N/A	
Garden hose, rubber or plastic	60-65% post consumer materials		N/A	
Soaker hose, rubber or plastic	60-70% post consumer materials		N/A	
Lawn/garden edging, plastic or rubber	30-100%		N/A	
Paper-based hydraulic mulch	100%		N/A	
Wood-based hydraulic mulch	100%		N/A	
Compost Purchase or use compost made from yard trimmings, leaves, grass clippings, and food waste	100%		N/A	
HDPE lumber timbers and posts	75-100%		N/A	

RECYCLED OR RECOVERED PRODUCT		TOTAL RECOVERED MATERIALS CONTENT (RMC)	ACTUAL RMC (%)	QUANTITY USED N/A	EXEMPTION (1,2,3)
Mixed plastics/Sawdust lumber timbers and posts		100%		N/A	
HDPE/Fiberglass lumber timbers and posts		95%		N/A	
Other mixed resins lumber timers and posts		95-100%		N/A	
Latex Paint; white, off-white or pastel colors		20%		N/A	
Latex Paint; gray, brown, earth-tones, other dark colors		50-99%		N/A	
Consolidated Latex Paint (when color and performance doesn't matter)		100%		N/A	
Plastic Non-road Signs		80-100%		N/A	
Aluminum Signs		25%		N/A	
Plastic Sign Posts and Supports		80-100%		N/A	
Steel Sign Posts and Supports		25-30% BOF/100%EAF		N/A	
Awards and Plaques	Glass	75-100		N/A	
	Wood	100%		N/A	
	Paper	40-100		N/A	
	Plastic and Plastic/ Wood Composite	50-100		N/A	

The following exemptions may apply to the non-procurement of recycled/recovered content materials:

1. 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 a reasonable price.
2. The product is not available within a reasonable period of time.
3. The product does not meet the performance standards in applicable specifications to fails to meet reasonable performance standards of the agency.

CERTIFICATION

I hereby certify the Statement of Work/Specifications for the requisition/procurement of all materials listed on this form comply with EPA standards for recycled/recovered materials content.

[signature]
CONTRACTOR

16 JAN 2007
DATE

INCENTIVE PLAN – GIS Support

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

a. GIS 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 11