

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER M0220914RC00274		PAGE 1 OF 34					
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER M62613-14-T-0043		6. SOLICITATION ISSUE DATE 07-Jul-2014			
7. FOR SOLICITATION INFORMATION CALL:		a. NAME HITOMI YAMAGUCHI				b. TELEPHONE NUMBER (No Collect Calls) 01181827794233		8. OFFER DUE DATE/LOCAL TIME 10:00 AM 29 Jul 2014			
9. ISSUED BY CONTRACTING OFFICE MARINE CORPS AIR STATION IWAKUNI PSC 561 BOX 1872 FPO AP 96310-0019 TEL: 01181827794233 FAX: 01181827794594		CODE M62613		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: NAICS:			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		12. DISCOUNT TERMS		
15. DELIVER TO LOGISTICS DEPT., PROPERTY CONTROL DIV. SSGT RICHBURG WAREHOUSE BLDG NO. 170 YAMAGUCHI-KEN IWAKUNI-SHI MISUMI-CHO 2-CH KANYUCHI 740-0025 TEL: 253-4193 FAX: 253-5533		CODE M02209		16. ADMINISTERED BY							
17a. CONTRACTOR/OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY						CODE	
TEL.		FACILITY CODE									
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTITY		22. UNIT	23. UNIT PRICE	24. AMOUNT	
		SEE SCHEDULE									
25. ACCOUNTING AND APPROPRIATION DATA							26. TOTAL AWARD AMOUNT (For Govt. Use Only)				
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED											
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED											
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/>					29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:						
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				31c. DATE SIGNED			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)						
					TEL: EMAIL:						

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

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

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

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

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

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>COLD PAN SERVING COUNTER FFP Pastry Counter, 66 inch L without Frost Top. inch Stainless Steel Tubular Base Dimensions: 34 inch (H) x 34 inch (W) x 66inch (L) Stainless Steel Front and Back Panels Stainless Steel End Panel with Hinged Doors 6 inch Adjustable Stainless Steel Legs Removable 18 gauge Stainless Steel Under Shelf (1) Bracketing for Bolting to Adjacent Counter (1) Receptacle with minimum 6 feet Cord and Plug Satin clear anodized brushed aluminum finish</p>	1	Each		
	<p>Counter with welded: (1) Island Counter (1) 14 Gauge Stainless Steel Top, (1) Top Extension, Flat, for Integral Tray Slide , (1) Sneeze Guard, Europa Full-Service Two-Tier Double-Sided Food Protector with (2) Glass End Panels, Glass Shelf, Glass Angled Panels, (3) Front and Rear Organization Development Supports, Depth to support Approximately 29 inch width frost top Approx. 65 inch overall length.</p>				
	<p>FOB: Origin MILSTRIP: M0220914RC00274 PURCHASE REQUEST NUMBER: M0220914RC00274</p>				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Each		

COLD PAN SERVING COUNTER

FFP

1 inch Stainless Steel Tubular Base

Dimensions: 34.00 inch (H) x 34.00 inch (W) x 90.00 inch (L)

Stainless Steel Front and Back Panels

Stainless Steel End Panel with Hinged, Doors

6 inch Adjustable Stainless Steel Legs

Removable 18 gauge Stainless Steel Under Shelf

Satin clear anodized brushed aluminum finish

Counter with welded:

(1) Island counter

(1) 14 Gauge Stainless Steel Top

(1) Top Extension, flat, to overall Approximately 59 inch W top

To Be Furnished and Installed onto Counter:

(1) 6-pan drop-in cold wells (More Detail Item Description: See CLIN 0003).

(1) Sneeze guard, Europa full-service double-sided self- service food protector

with

(2) Glass End Panels, Glass Shelf, bent glass front panels,

(2) Front and Rear Organization Development Supports Approx. 88 inch overall length

FOB: Origin

MILSTRIP: M0220914RC00274

PURCHASE REQUEST NUMBER: M0220914RC00274

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	DROP-IN COLD FOOD PAN FFP Needs to Be Built and Fit in CLIN 0002 6-Pan Size Dimensions: Approx.28.40 inch (H) x 81.00 inch (W) x 28.40 inch (D), Refrigerated, Self-Contained Refrigeration System: 1/2HP, Stainless Steel Top with Thermostatic Control, Power Requirement: 115 V/60 Hz./1-ph, 9.0 amps , (1) Remote on/off switch, minimum 8 feet cord, NEMA (The National Electrical Manufacturers Association) 5-15P, plug (5) Adapter Bar size: 20 inch (10) Adapter Bar size: 12 inch	1	Each		
	FOB: Origin MILSTRIP: M0220914RC00274 PURCHASE REQUEST NUMBER: M0220914RC00274				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0004
 COLD FOOD COUNTER
 FFP
 1 inch Stainless Steel Tubular Base,
 Dimensions: 34.00 inch (H) x 34.00 inch (W) x 78.00 inch (L),
 Stainless Steel Front and Back Panel,
 Stainless Steel End panel with hinged doors,
 (1) Bracketing for bolting to adjacent counter,
 6 inch adjustable stainless steel legs,
 Removable 18 Gauge Stainless Steel Under Shelf,
 (1) Receptacle with minimum 6 feet Cord and Plug,
 Satin Clear Anodized Brushed Aluminum Finish,

Counter with welded,
 (1) Island counter ,
 (1) 14 Gauge Stainless Steel Top,
 (1) Top Extension, Flat, to Overall Approximately 59 inch without Top,
 (1) Sneeze Guard, Europa Full-Service Double-Sided Food Protector,
 with
 (2) Glass end Panels, Glass Shelf, Bent Glass Front Panels,
 (2) Front and Rear Organization Development Supports,
 Approx. 49 inch Overall Length

To Be Furnished and Built In/Installed on Counter:
 (1) 3-pan size drop-in cold pan (More Detail Item Description: See CLIN 0005).
 (2) Drop-in dish dispenser (More Detail Item Description: See CLIN 0006).
 (2) Drop-in dish dispenser (More Detail Item Description: See CLIN 0007).

FOB: Origin
 MILSTRIP: M0220914RC00274
 PURCHASE REQUEST NUMBER: M0220914RC00274

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	DROP-IN COLD FOOD PAN FFP Needs to Be Built and Fit in CLIN 0004 3-Pan Size, Dimensions: Approx. 27.64inch (H) x 43.38 inch (W) x 28.40 inch (D), Refrigerated, Forced air cooled, Stainless Steel Top with Thermostatic Control, Corrosion Resistant Steel Exterior, Self-contained refrigeration system, 1/3 HP, Power Requirement: 115v/60 Hz. /1-ph, 7.0 amps (1) Remote on/off switch Minimum 8 feet cord NEMA 5-15P Plug (2) Adapter Bar size: 20 inch (6) Adapter Bar size: 12 inch FOB: Origin MILSTRIP: M0220914RC00274 PURCHASE REQUEST NUMBER: M0220914RC00274	1	Each		

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	<p>DISH DISPENSER FFP Needs to Be Built and Fit in CLIN 0004. Stainless Steel Construction, Tubular Drop-In Style, Single Self-Leveling Dish Dispensing Tube, Maximum Dish size 7-1/4 inch Diameter, NSF (National Sanitation Foundation) Cylinder must be removable.</p> <p>FOB: Origin MILSTRIP: M0220914RC00274 PURCHASE REQUEST NUMBER: M0220914RC00274</p>	2	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	<p>DISH DISPENSER FFP Needs to Be Built and Fit in CLIN 0004. Stainless Steel Construction, Tubular Drop-In Style, Single Self-Leveling Dish Dispensing Tube, Maximum Dish Size 6 inch Diameter, NSF (National Sanitation Foundation) Cylinder must be removable.</p> <p>FOB: Origin MILSTRIP: M0220914RC00274 PURCHASE REQUEST NUMBER: M0220914RC00274</p>	2	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		1	Each		

UTILITY COUNTER

FFP

Hot Soup Counter,

1 inch Stainless Steel Tubular Base,

Dimensions: 34 inch (H) x 34 inch (W) x 54 inch (L) ,

Stainless Steel Front and Back Panels,

Stainless Steel End Panel with Hinged Doors,

6 inch Adjustable Stainless Steel Legs,

Removable 18 gauge Stainless Steel Under Shelf,

(1) Receptacle with minimum 6 feet Cord and Plug,

Satin Clear Anodized Brushed Aluminum Finish

Counter with welded:

(1) Island Counter, with Base width: approximately 38 inch, to Allow for Stainless Steel Recess,

(1) 14 Gauge Stainless Steel Top,

(1) Top Extension, flat, to Overall Approximately 59 inch without Top,

(1) Stainless Steel Recess (under counter body): Approx. 6 inch D with length and width to fit (5) 1/3 size Pans ,

To Be Furnished and Built in/Installed onto Counter:

(2) 7-Qt. drop-in hot wells (More Detail Item Description: See CLIN 0009).

(2) Drop-in dish dispenser (More Detail Item Description: See CLIN 0010).

(2) Drop-in silverware cylinder (More Detail Item Description: See CLIN 0011).

(1) Sneeze guard, Europa full-service double-sided food protector, with

(2) Glass end glass shelf, bent glass front panels,

(2) Front and Rear Organization development supports,

Approx. 24 inch Overall length.

FOB: Origin

MILSTRIP: M0220914RC00274

PURCHASE REQUEST NUMBER: M0220914RC00274

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	<p>DROP-IN HOT WELL FFP Needs to Be Built and Fit in CLIN 0008. Food Warmer, Top-Mount, Electric, for 7-quart Round Insert, Dain, Wet/Dry Operation, Thermostatic Control, Fully Insulated, Stainless Steel, Dimensions: Approx. 10.06 inch (W) NSF (National Sanitation Foundation) Power Requirement: 120v/60/1-ph, 825w, NEMA 5-15P plug (4) Round Inset, 7 quart, with Lid, Fits 8-1/2 inch opening, (2) 72 inch Wiring (Thermostatically Controlled Warmers) per Well.</p> <p>FOB: Origin MILSTRIP: M0220914RC00274 PURCHASE REQUEST NUMBER: M0220914RC00274</p>	2	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	<p>DISH DISPENSER FFP Needs to Be Built and Fit in CLIN 0008. Stainless Steel Construction, Tubular Drop-In Style, Single Self-Leveling Dish Dispensing Tube, Maximum Dish Size: 7 inch Diameter, NSF (National Sanitation Foundation) Cylinder must be Removable.</p> <p>FOB: Origin MILSTRIP: M0220914RC00274 PURCHASE REQUEST NUMBER: M0220914RC00274</p>	2	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	SILVERWARE CYLINDER FFP Needs to Be Built and Fit in CLIN 0008. Stainless Steel Construction, Tubular Drop-In Style, Dimensions: Approx. 5-5/8 inch (H) x 3- 3/4 inch (W), Cutout diameter: 4-1/32 inch NSF (National Sanitation foundation), Cylinder must be removable. FOB: Origin MILSTRIP: M0220914RC00274 PURCHASE REQUEST NUMBER: M0220914RC00274	2	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	SHIPPING FFP COMMERCIAL DOOR TO DOOR SHIPMENT	1	Lot		

Ship to Address:

Japanese (Local) Address:

Marine Corps Air Station Iwakuni, Japan
 Logistics Dept., Property Control Div.,
 Bldg. No. 170
 Yamaguchi-ken Iwakuni-shi Misumi-cho 2-chome Kanyuchi 740-0025

Container, Shipping and Handling Charges for supplies under CLIN 0001 for FOB Origin pricing.

All Shipment must be palletized to facilitate forklift offload and to ensure all material arrived undamaged.

-NOTE/SHIPPING CHARGES:

CONTRACTOR MUST PROVIDE A RECEIPT FROM CARRIER TO JUSTIFY ANY SHIPPING CHARGES IN EXCESS OF \$100.00

"PREPAID SHIPMENT/REIMBURSABLE TRANSPORTATION"

A proof of delivery or bill of lading to the point of first receipt of the government shall be submitted with the original invoice in order for payment to be processed. Failure to do so will result in a delay in payment until the receipt document is furnished. The following documents must be submitted:

1. A proof of delivery of bill of lading.
2. A detailed invoice including an invoice number, account number, or other identifying number agreed to by the contract.

Invoices without received this information will be returned to the vendor for corrective action.

The transportation cost is to be shown on the same invoices as supplies are billed but a separate item. The contractor agrees to retain related transportation billings paid separately for a period of three years and to furnish such bills to the Government when required for audit purposes.

FOB: Destination

MILSTRIP: M0220914RC00274

PURCHASE REQUEST NUMBER: M0220914RC00274

NET AMT

RFQ INVITATIONINSTRUCTIONS TO OFFERORS

Unless otherwise stated, overall size dimensions of counters should be exact required size dimensions because of the limited space of the installation site.

Attachment 1 Floor Plan

Submittal Requirements:

- Picture, illustrations or catalog references for offered products.
- Drawings or suggested layouts of offered items to be furnished.

Required Delivery Date: 60 Days ARO.

Direct Commercial Door to Door Shipment is required.

Physical (Japanese) Ship to Address:

Marine Corps Air Station Iwakuni, Japan
Logistics Dept., Property Control Div., Bldg. No. 170 Yamaguchi-ken Iwakuni-shi Misumi-cho 2-chome Kanyuchi
740-0025 Japan

Mail Address:

Marine Corps Air Station Iwakuni, Japan
Logistics Dept., Property Control Div., Bldg. No. 170, PSC 561 Box 1872, FPO AP 96310-0019.

Quote Submittal Information

All and any communications/questions pertaining to this solicitation must be submitted in writing to the responsible Contract Specialist no later than **Wednesday 16 July 2014 @ 10:00AM JST**. If an Offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the Offeror shall immediately notify the Contract Specialist in writing with supporting rationale. The Offeror is reminded that the Government reserves the right to award this effort based on the initial quote, as received, without clarifications.

All responses to this request for quote are due no later than **Tuesday 29 July 2014 @10:00AM JST, 21:00 (09:00PM) 28 July 2014 (EDT)**.

The following additional information **MUST** be provided with the quote under a separate page on company letterhead.

- 1) E-Mail Address for POC:
- 2) Verification Of Company Registration/SAM Validation: (<https://www.sam.gov>)
(5: submitting this information affirms that the bidder is registered in the System for Award Management (SAM) database.)

SYSTEM FOR AWARD MANAGEMENT (SAM) VALIDATION

Effective 1 Aug 2012 all payments made by the government will be made by Electronic Fund Transfer (EFT). All DoD Contractors are now required to be registered within the System for Award Management (SAM) database prior to award, during performance and throughout final payment of any contract resulting from this request for quotation. Offerors may obtain information on registration and annual confirmation requirements via the **SAM** accessed through <https://www.sam.gov>. Registration on line will take 48 hours vice standard 30 days processing time required through other methods.

The following information must be provided with this quotation:

Commercial And Government Entity Code (CAGE): _____

Taxpayer Identification Number (TIN): _____

Data Universal Numbering System (DUNS): _____

Total Amount: _____

Payment Terms: _____

Delivery Date to MCAS Iwakuni, Japan: _____

Parent Name and Federal Tax I.D. No: _____

Company Federal Tax I.D. No: _____

E-Mail Address: _____

Business Size: _____

Remittance Address: _____

Offerors shall submit two (2) sets as follows for Technical Information WITH Drawings:

- a. One (1) Original copy complete WITH company logo and/or distinguishing marks.
- b. One (1) Redacted (WITHOUT company logo or distinguishing marks) copy for evaluation purposes. NO EXCEPTIONS.

NOTE: Offeror’s expenses incurred as a result of proposal preparation shall not be reimbursed by the U.S. Government.

3. Period for acceptance of offers. The Offeror agrees to hold the prices in its offer firm for **60** calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government

0007	51, Exemption overnment	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	30-SEP-2014	1	LOGISTICS DEPT., PROPERTY CONTROL DIV. SSGT RICHBURG WAREHOUSE BLDG NO. 170 YAMAGUCHI-KEN IWAKUNI-SHI MISUMI-CHO 2-CH KANYUCHI 740-0025 253-4193 FOB: Origin	M02209
0002	30-SEP-2014	1	(SAME AS PREVIOUS LOCATION) FOB: Origin	M02209
0003	30-SEP-2014	1	(SAME AS PREVIOUS LOCATION) FOB: Origin	M02209
0004	30-SEP-2014	1	(SAME AS PREVIOUS LOCATION) FOB: Origin	M02209
0005	30-SEP-2014	1	(SAME AS PREVIOUS LOCATION) FOB: Origin	M02209
0006	30-SEP-2014	2	(SAME AS PREVIOUS LOCATION) FOB: Origin	M02209
0007	30-SEP-2014	2	(SAME AS PREVIOUS LOCATION) FOB: Origin	M02209
0008	30-SEP-2014	1	(SAME AS PREVIOUS LOCATION) FOB: Origin	M02209
0009	30-SEP-2014	2	(SAME AS PREVIOUS LOCATION) FOB: Origin	M02209
0010	30-SEP-2014	2	(SAME AS PREVIOUS LOCATION) FOB: Origin	M02209

0011	30-SEP-2014	2	(SAME AS PREVIOUS LOCATION) FOB: Origin	M02209
0012	30-SEP-2014	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	M02209

CLAUSES INCORPORATED BY REFERENCE

52.204-2	Security Requirements	AUG 1996
52.204-7	System for Award Management	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.212-1	Instructions to Offerors--Commercial Items	JUL 2013
52.212-4	Contract Terms and Conditions--Commercial Items	SEP 2013
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2014
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.243-1	Changes--Fixed Price	AUG 1987
52.246-1	Contractor Inspection Requirements	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	MAR 2014
252.204-7012	Safeguarding of unclassified controlled technical information	NOV 2013
252.211-7003	Item Unique Identification and Valuation	DEC 2013
252.211-7006	Passive Radio Frequency Identification	SEP 2011
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment To The Cost Bearer	JUN 2013
252.247-7023	Transportation of Supplies by Sea	JUN 2013
252.247-7023 Alt I	Transportation of Supplies by Sea(JUN 2013) Alternate I	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

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

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

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 2013)

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

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

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

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

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

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

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology--

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

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

Subsidiary means an entity in which more than 50 percent of the entity is owned--

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

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

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

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of 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.

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

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

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

[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.) These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]

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

(1) Small business concern. The offeror represents as part of its offer that it () 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 to paragraphs (c)(8) and (9): Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

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

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

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

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

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

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

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

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

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

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

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

(B) It (___) 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)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

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

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

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

small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

(List as necessary)

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

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

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

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

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

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

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (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) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III*. If Alternate III 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 Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

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

Line Item No.	Country of Origin
—	—
—	—

—	—
---	---

[List as necessary]

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

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

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

Other End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

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

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

(1) The offeror and/or any of its principals (___) are, (___) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency,

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
—	—
—	—
—	—

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

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

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

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

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

(2) () Outside the United States.

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

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

(2) () Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

(___) TIN: -----.

(___) TIN has been applied for.

(___) TIN is not required because:

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

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

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

(4) Type of organization.

- (___) Sole proprietorship;
- (___) Partnership;
- (___) Corporate entity (not tax-exempt);
- (___) Corporate entity (tax-exempt);
- (___) Government entity (Federal, State, or local);
- (___) Foreign government;
- (___) International organization per 26 CFR 1.6049-4;
- (___) Other -----.

(5) Common parent.

- (___) Offeror is not owned or controlled by a common parent;
- (___) Name and TIN of common parent:

Name - ___ .

TIN - ___ .

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

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

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

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

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

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

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

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

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

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

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEVIATION 2013-O0019) (JAN 2014)

(a) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (a) 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.

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

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

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

(iii) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

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

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

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

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

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

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

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

- (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).
 - (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)
 - (xii) 52.222-54, Employment Eligibility Verification (Jul 2012).
 - (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
 - (xiv) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
(End of Clause)

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

(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://farsite.hill.af.mil/>

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

COMBO

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Inspection will be made by Government personnel.

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	M67433
Issue By DoDAAC	M62613
Admin DoDAAC	M62613
Inspect By DoDAAC	Leave Blank
Ship To Code	M62613
Ship From Code	Leave Blank
Mark For Code	M62613
Service Approver (DoDAAC)	Not Applicable
Service Acceptor (DoDAAC)	Not Applicable
Accept at Other DoDAAC	M62613
LPO DoDAAC	Leave Blank
DCAA Auditor DoDAAC	Not Applicable
Other DoDAAC(s)	Not Applicable

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Ms. Shiraki at chieko.shiraki.ja@usmc.mil
 Mr. Okamoto at toshihide.okamoto.ja@usmc.mil
 2ndLt Willis at roger.l.willis@usmc.mil

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Mr. Ikeda, and can be reached at Tel: 011-81-827-79-5497, e-mail: <https://wawf.eb.mil/>

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

NOTICE TO OFFERORS

NOTICE TO OFFERORS/CONTRACTOR(S)

Descriptive Literature. The offeror must provide descriptive literature with the quotation in sufficient detail to identify the size, dimensions, type, quality and quantity of the items being proposed. "Descriptive literature" is defined in provision 52.214-21 Descriptive Literature.

A site survey for this solicitation will not be available due to the building being under construction. The scheduled building completion date is Aug 2014.

In the event of an unsuccessful offer, the Government assumes no obligation for payment of expenses incurred for proposal preparation.

CONTRACT ADMINISTRATION DATA

CONTRACT ADMINISTRATION OFFICE.

- a. All contract administration functions will be retained by the Contracting Office, MCAS, Iwakuni, Japan.
- b. All inquiries and correspondence concerning the administration of the contract shall be addressed to:

Contracting Office: Marine Corps Air Station Iwakuni, Japan
 Logistics Dept., Contracting Div.
 PSC 561 Box 1872
 FPO AP 96310-0019
 Contract Administrator: Hitomi Yamaguchi
 Telephone Number: 011-81-827-79-4233, within Japan 0827-79-4233
 Facsimile Number: 011-81-827-79-4594, within Japan 0827-79-4594
 Note: Collect Calls will NOT be accepted.

MODIFICATIONS:

Any changes, additions, or deletions to the order/contract shall be made by written modification by MCAS Iwakuni, Logistics Dept., Contracting Office only.

All vehicles, hand carried items, and persons are subject to searches upon entering/exiting the installation and at any time while on MCAS Iwakuni. Random searches are conducted at all gates, during increased security of FPCONs.

LIST OF ATTACHMENTS

Attachment 1:

Floor Plan

Note: Overall size dimensions of counters should be exact required size dimensions because of the limited space of the installation site.