

SECTION C DESCRIPTION AND SPECIFICATION

C.1 DESCRIPTION/SPECIFICATION/WORK STATEMENT

The Contractor shall furnish the necessary supplies, services, facilities and materials required to perform the work described here and in the attached Statement of Work USMC-8008 (Attachment J.1) and associated DD Forms 1423 Contract Data Requirements List(s) (Attachments J.3 and J.4).

(End of Text)

C.2 INCORPORATION OF THE CONTRACTOR'S TECHNICAL PROPOSAL

(a) The Contractor's Technical Proposal, **Contractor Operation and Maintenance of Simulators for the United States Marine Corps West Training Devices: To be filled in at Contract Award** and any amendments/addenda thereof, is incorporated herein by reference, unless otherwise specified, with the same force and effect as if set forth in full text. Nothing in the Contractor's proposal shall constitute a waiver of any of the provisions of the contract, including the Statement(s) of Work and Specifications.

(b) For purposes of FAR Clause 52.215-8, Order of Precedence—Uniform Contract Format, the Contractor's technical proposal shall be considered a "Specification."

(End of Text)

C.3 DEVICES UNDER WARRANTY

(a) New devices added to the contract will normally carry a manufacturer's warranty covering defects in materials or workmanship. Repairs under the warranty are the responsibility of the COMS contractor.

(b) For devices under warranty, the COMS contractor shall determine if the immediate problem is covered by the warranty (i.e., is it a defect in material or workmanship). If it is not, the COMS contractor shall make the repair.

(c) If the problem is covered by the warranty, the COMS contractor shall arrange directly with the warrantor for the repair. This may include telephone calls, packing, shipping, receiving, inspection, restocking and coordination.

(d) The COMS contractor may elect to make the repair himself even though it is covered by a warranty as long as doing so does not void the warranty. The decision to void the warranty can only be made by the Government (PCO).

(e) When a device is out for repair under a warranty, it is not eligible for a deduction.

(f) The Government reserves the right to direct the COMS contractor to repair a warranted repair item. In this case, the COMS contractor may be entitled to additional compensation.

SECTION C
DESCRIPTION AND SPECIFICATION

C.4 DEVICES UNDER WARRANTY (Continued)

(g) Should the COMS contractor and the warrantor have a dispute over what constitutes a warranted repair, the PCO will make a determination. However, the COMS contractor must make a good faith effort to reach agreement with the warrantor prior to elevating the matter to the PCO.

(h) The COMS contractor shall keep records on warranty repair items and make the records available to the COR/PCO on demand. The COMS contractor shall establish repair completion dates with the warrantor and shall suspend repair completions. The COMS contractor shall diligently pursue getting warranty repair items returned in a timely manner.

(End of Text)

C.5 PREMIUM TIME

(a) Premium time is that time required by the Government to accomplish a COMS requirement, other than makeup training, outside the work schedule defined in the attached appendices to the Statement of Work. Reimbursement to the Contractor for Premium Time will be made at the hourly Premium Time rate specified in Section B. A Premium Time hour equates to an additional man-hour of effort; however, the Premium Time rate is a composite rate that does not reflect the rate of any one-labor category. Therefore, Premium Time rates will not be subject to DOL wage adjustments provided for under FAR 52.222-41.

(b) All premium time will be approved by the COR before being worked by the contractor.

(End of Text)

SECTION D PACKAGING AND MARKING

D.1 PACKAGING AND MARKING OF SHIPMENTS

The Contractor will preserve, package and mark all shipments in accordance with ASTM (American Society of Testing and Materials) D3951-95, "Standard Practice for Commercial Packaging".

D.2 TECHNICAL DATA PACKING INSTRUCTIONS

Technical Data and Information will be packed and packaged for domestic shipment in accordance with best commercial practices to assure arrival at the destination(s) in an undamaged condition. The package or envelope should be clearly marked with any special markings specified in this contract, e.g. Contract Number, ELIN, Device No., and document title must be on the outside of the package.

SECTION E INSPECTION AND ACCEPTANCE

E.1 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(s): <http://farsite.hill.af.mil>

52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE.	(AUG 1996)
52.246-4	INSPECTION OF SERVICES -- FIXED-PRICE	(AUG 1996)
52.246-16	RESPONSIBILITY FOR SUPPLIES	(APR 1984)
252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	(MAR 2003)

E.2 TECHNICAL DATA AND INFORMATION

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of a DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO.

E.3 INSPECTION AND ACCEPTANCE BY CONTRACTING OFFICER'S REPRESENTATIVE (COR)

All supplies provided under this contract will be inspected by the cognizant Contracting Officer's Representative (COR) accepted if the supplies meet the requirements specified in the attached Statement of Work. Acceptance will be accomplished by signature of the COR on the Invoice or DD Form 250, Material Inspection and Receiving Report.

**SECTION F
DELIVERIES OR PERFORMANCE**

**F.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)
(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):

FAR: <http://www.arnet.gov/far/>
DFARS: <http://farsite.hill.af.mil/vfdfar1.htm>

<u>Reference</u>	<u>Title</u>	<u>Date</u>
52.242-15	STOP-WORK ORDER	(AUG 1989)
52.242-17	GOVERNMENT DELAY OF WORK	(APR 1984)
52.247-34	FOB DESTINATION	(NOV 1991)

F.2 OVER AND ABOVE WORK REQUIREMENTS

(a) Over and Above work requirements shall be provided on an as required basis as established by individual work requests at any time during the performance of this contract. These procedures apply when the Government or Contractor identifies needed services that are over and above the requirements of the contract. This clause shall only be utilized at the discretion of the Government to fulfill specific event/exercise support deemed necessary, which falls outside the total labor hours for one or more sites. The Government shall identify the event/exercise and/or tasks required and start and stop dates. This clause shall not be utilized to increase labor hours identified in Section B of the contract.

(b) The contractor shall prepare and submit the applicable Over and Above Work Request (OAWR) via the COR, for authorization to proceed. The contractor shall use the OAWR to describe the over and above work that needs to be performed, including any parts and materials, in such detail as necessary to permit a thorough evaluation. The contractor shall justify the total cost by specifying direct hours by labor category, as well any additional required cost to accomplish the requirement. The contractor shall also propose a schedule to complete the needed repair or replacement.

(c) The COR will review the OAWR submitted by the contractor, and then forward the form to the with a recommendation of approval or disapproval to the PCO. The COR will annotate the form with the reasons for the recommendation.

(d) The PCO shall take one of the following actions:

(1) Disapprove the OAWR. In this event, the OAWR will be returned to the contractor. A copy will also be provided to the COR.

(2) Authorize the OAWR. In this event, a modification (Standard Form 30) will be issued. Upon issuance of the modification, the contractor shall proceed with the event/exercise support.

To the maximum extent practical, a FFP will be negotiated for this effort prior to the start of the work. In the event that the urgency of the effort does not permit the negotiation of an FFP, then the authorizing modification will establish not-to-exceed (NTE) prices. A sub-line item, under the OAWR line item, will be established to fund the effort. The Government is not responsible for any costs incurred by the contractor, which exceed the NTE price established by the modification.

Modifications to an OAWR will be effected by Standard Form 30.

If the OAWR is issued on an NTE basis, the contractor shall promptly submit a proposal for the OAWR to the PCO. The PCO is responsible for negotiating a FFP for the OAWR and issuing an appropriate modification, which establishes a FFP for that amount. The definitizing modification should include the following information:

(1) Reference to the OAWR and modification number and any later modification, which relates to that OAWR.

The applicable ACRN and fund citation provided in the Accounting and Appropriation Data Block. Any excess funds are to be deobligated.

F.3 TECHNICAL DATA AND INFORMATION

Technical Data and Information will be delivered in accordance with the requirements of the Contract Data Requirements List, DD Forms 1423, attached hereto, and the following:

(a) The contractor will concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date of first/subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item. Complete addresses for the abbreviations in Block 14 are shown in Attachment J.5. The method of submittal for the data item is shown in Block 7 of the DD Form 1423.

(b) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423, or unless approved in writing by the PCO.

(c) The Government review period provided on the DD Form 1423 for each item commences upon receipt of all required data by the technical activity designated in Block 6.

(d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) will also be provided to the codes reflected below and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.

(e) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.

(f) Unless otherwise specified in writing, rejected data items will be resubmitted within 30 days after receipt of the notice of rejection.

F.4 CONTRACT PERIOD OF PERFORMANCE

(a) The period(s) of performance for the CLINs contained in Section B are as follows:

Base Year	01 Jun 11 – 31 May 12	Mobilization (01 Jun 11 – 30 Jun 11) and (Base Award) COMS Support for all locations <i>CLIN 0001 - 0999</i>
Option Year 1	01 Jun 12 – 31 May 13	COMS Support for all locations <i>CLIN 1001 - 1999</i>
Option Year 2	01 Jun 13 – 31 May 14	COMS Support for all locations <i>CLIN 2001 - 2999</i>
Option Year 3	01 Jun 14 – 31 May 15	COMS Support all locations <i>CLIN 3001 - 3999</i>
Option Year 4	01 Jun 15 – 31 May 16	COMS Support all locations & Transition <i>CLIN 4001 - 4999</i>

(b) The Transition Option shall have a period of performance of one (1) month. The anticipated period of performance is as stated below unless changed in accordance with Section H, Awarding/Exercising Option Line Items.

(c) The total contract period of performance will not exceed 60 months.

SECTION G
CONTRACT ADMINISTRATION DATA

G.1 ACCOUNTING AND APPROPRIATION DATA

The applicable accounting and appropriation data is as follows:

To be completed after Contract Award.

SECTION G
CONTRACT ADMINISTRATION DATA

The applicable accounting and appropriation data is as follows:

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**SECTION G
CONTRACT ADMINISTRATION DATA**

G.2 PREPARATION OF CERTIFIABLE INVOICES (SUPPLIES/SERVICES)

In accordance with FAR 32.905, the contractor shall prepare and submit invoices that are also capable of certifying receipt of goods or services to the PCO's authorized representative responsible for inspection and acceptance of supplies or services provided under this contract. The invoices shall contain the information required by the Payment clause of the contract and FAR 32.905.

G.3 INVOICING PROCEDURES (PMTRASYS)

MARCORSYSCOM WAWF INSTRUCTIONS TO CONTRACTORS

**ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS
(MAR 2008)**

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request and Receiving Reports (March 2008)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor request for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract.

The contractor shall (i) ensure an Electronic Business Point of Contract (POC) is designated in Central Contractor Registration at <http://www.ccr.gov> and (ii) register to use WAWF-RA at the <https://wawf.eb.mil/> within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. Step by step procedures to register are available at the <https://wawf.eb.mil/>.

The USMC WAWF-RA point of contact for this contract is PM TRASYS DATA CENTER and can be reached on (407)381-8762 or via email at pmtrasys.datacenter@usmc.mil.

The contractor is directed to use the “**2 in 1**” format when processing invoices and receiving reports. For all requirements, the contractor shall use the Marine Corps Systems Command DODAAC (M67854) as the DODAAC for all shipping addresses, even if the ship-to address is other than the Marine Corps Systems Command.

DFAS-Columbus
P.O. Box 369022
Attn:Kansas-M67443
Columbus, Ohio 43236-9022

E-Mail: CCO-KC-VPIS@DFAS.MIL (Vendor Pay)
PHONE: 1-800-756-4571 #2 then #4 (MOCAS = #1 then #4)
WAWF: <https://wawf.eb.mil/> <<https://wawf.eb.mil/>>

My Invoice: <https://myinvoice.csd.disa.mil> <<https://myinvoice.csd.disa.mil>>

Data entry information in WAWF:
Payment Office DoDAAC: M67443

Issue By DoDAAC: M67854
Admin Office DoDAAC: M67854
Ship To/Service Acceptor DoDAAC: M67854, extension TRSY
Contract Number: M67854-11-C-8008

Before closing out of an invoice session in WAWF-RA, but after submitting your document or documents, the contractor will be prompted to send additional email notifications. The contractor shall click on “ Send Additional Email Notifications” block on the page that appears. Add the primary point of contact’s email address(provided above) in the first email address block and add the alternate point of contact’s email address in the following block. This additional notification to the government is important to ensure the appropriate point of contact is aware that the invoice documents have been submitted into the WAWF-RA system.

NOTE: The POCs identified above are for WAWF issues only. Any other contracting questions/problems should be addressed to the POC identified in Section A of the contract.

The following resources are available for your benefit and the benefit of all WAWF users:

- <https://wawf.eb.mil>
- <https://wawftraining.eb.mil>
- www.wawftraining.com
- <http://www.marcorsyscom.usmc.mil/sites/pa/>

G.4 SUBMISSION OF INVOICES - FIXED PRICE (PMTRASYS MAR 2004)

- (a) "Invoice" as used in this clause does not include contractor requests for progress payments.
- (b) The contractor shall submit invoices via Wide Area Work Flow (WAWF) in accordance with contract provision titled “**INVOICING PROCEDURES (PMTRAYSYS MAR 2004)**”.

SECTION G
CONTRACT ADMINISTRATION DATA

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as a receiving report is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite each contract line item number (CLIN); the contract sub line item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

G.5 PAYING ACTIVITY

Payments will be made by:

Defense Finance Accounting Service
DFAS Columbus
ATTN Kansas
Columbus, Oh 43236-9022

DODAAC – M67443

G.6 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract; the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The name, address, telephone number and electronic mail address of the Contracting Officer is:

Mr. John E. Lynch
MARCORSYSCOM / PMTRASYS
12350 Research Parkway
Orlando, FL 32826-3224
407-380-4197
[**john.e.lynch2@usmc.mil**](mailto:john.e.lynch2@usmc.mil)

SECTION G
CONTRACT ADMINISTRATION DATA

G.7 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)

(a) The Contracting Officer has designated Contracting Officer's Representatives (COR) as follows:

PMTRASYS, USMC
Blake Shackelford, Project Manager
12350 Research Parkway
Orlando, FL 32826-3276
407-381-8769
christopher.shackelf@usmc.mil

(b) The duties of the COR are to act as the Contracting Officer's Representative for technical direction and discussion as necessary with respect to the specification or Statement of Work and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of this contract (or delivery order), or to direct the accomplishment of effort which goes beyond the scope of the Statement of Work in the contract.

(c) When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract (or delivery order), the Contractor will promptly notify the Contracting Officer in writing. No action will be taken by the Contractor under such direction until the Contracting Officer has issued a modification to the contract or has otherwise resolved the issue.

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 LIABILITY INSURANCE (MAR 1999)

The following types of insurance are required in accordance with the clause entitled, “FAR 52.228-5, “Insurance--Work on a Government Installation” and will be maintained in the minimum amounts shown:

- (a) Comprehensive General Liability: \$500,000 per accident for bodily injury.
- (b) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage.
- (c) Standard Workman’s Compensation and Employer’s Liability Insurance (or, where maritime employment is involved, Longshoremen’s and Harbor Worker’s Compensation Insurance) in the minimum amount of \$100,000.
- (d) Aircraft public and passenger liability: \$ N/A per person and \$N/A per occurrence for bodily injury, other than passenger liability; \$N/A per occurrence for property damage. Passenger bodily injury liability limits of \$N/A per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

H.2 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (OCT 1994) (5252.227-9511)

- (a) During the performance of this contract, the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations (IVVs) of technical documents submitted to the Government during performance.
- (b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.
- (c) Since the ISC is neither an employee nor agent of the Government, any findings, recommendations, analyses, or conclusion of such a contractor are not those of the Government.
- (d) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is proprietary to the prime contractor.
- (e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer (PCO).

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.3 ACCESS TO GOVERNMENT PROPERTY AND FACILITIES

Work to be performed under this contract shall be performed at facilities operated by the Government. The contractor, therefore, will be granted ingress and egress at the specific site where effort is to be performed. Access to a site shall be coordinated with the ACOR.

While contractor personnel are at a site, they are required to comply with all rules and regulations of the site, particularly in the areas of health and safety. The facilities to which the contractor has access at all times will be in the custody of the Federal Government and will not be considered “Government Property” furnished to the contractor.

The Government reserves the right to issue DoD identification badges to contractor employees. If DoD badges are required, they will be issued in accordance with DoD procedures.

If it is brought to the attention of the Government that any contractor or subcontractor employee working on this contract does not meet the minimal work requirements as defined in the task (s), the contractor will be advised in writing by the Contracting Officer and access to DoD facilities may be denied or withdrawn for that employee.

The contractor shall be responsible for returning, or ensuring that employees return, all DoD-issued contractor/employee identification, all other DoD property, and any security access cards to Government offices issued by a landlord of commercial space. The Contractor shall meet all local (site) check out and security procedures.

H.4 STATUS OF FORCES AGREEMENT (SOFA)

The U.S. – Japan Treaty of Mutual Cooperation and Security was signed on January 19, 1960, and entered into effect June 23, 1960. Pursuant to Article VI of this treaty, the Status of Forces Agreement (SOFA) was signed on the same day and replaced previous administration agreements concerning the status of U.S. Forces and facilities in Japan. Contractor personnel employed under this contract shall be CLASSIFIED under the Status Of Forces Agreement (SOFA).

H.5 RELEASE OF NEWS INFORMATION

No news release (including photographs and films, public announcements, denial or confirmation of same) on any part of the subject matter of this contract or any phase of any program hereunder shall be made without the prior written approval of the Contracting Officer and MARCORSYSCOM Public Affairs Office (PAO), and if Congressionally-related, MARCORSYSCOM Congressional Affairs (CA). See also Section I, DFARS clause 252.204-7000 “Disclosure of Information” and Item 12 of the DD Form 254 (if applicable).

**SECTION H
SPECIAL CONTRACT REQUIREMENTS**

H.6 SERVICE CONTRACT ACT - WAGE DETERMINATIONS (OCT 1994)

(a) The Government intends to attach Wage determinations made by the Department of Labor pursuant to the Service Contract Act of 1965 and Section 4.6 of Title 29 of the Code of Federal Regulations (CFR) to this contract. No person employed in the performance of this contract shall be paid less than the minimum monetary wages or be given fewer fringe benefits than those set forth in these determinations.

(b) Each fiscal year, the Government intends to incorporate new wage determinations into this contract as provided for by Part 4.6 of Title 29 of the CFR. If, as a result of the new wage determinations, the Contractor must increase the wages or fringe benefits of employees working on this contract, the contracts' FFP for the instant fiscal year and all options will be adjusted to reflect such increases. The adjustment will be limited to the increases provided for in the new wage determination and the concomitant increases or decreases in social security, unemployment taxes, and workmen's compensation insurance. The adjustment shall not include any amount for general and administrative costs, overhead, or profit.

(c) The wage rates provided as Attachment J.8 are those rates proposed by the Contractor at the time of contract award and shall be used in any future price adjustments.

(End of Text)

H.7 OPTION TO EXTEND THE TERM OF THE CONTRACT (52.217-9)

(a) The Government may extend the term of this contract by written notice to the Contractor within 90 Days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

**SECTION I
CONTRACT CLAUSES**

I.1 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):

FAR: <http://farsite.hill.af.mil/>

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	SEP 2005
52.204-2	Security Requirements	AUG 1996
52.204-3	Taxpayer Identification	
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters	DEC 2001
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority and Allocation Requirements	SEP 1990
52.215-2	Audit and Records—Negotiation	JUN 1999
52.215-8	Order of Precedence—Uniform Contract Format	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data—Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data—Modifications.	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data—Modifications	OCT 1997
52.216-4	Economic Price Adjustment—Labor and Material	JAN 1997
52.217-5	Evaluation of Options	JUL 1990
52.217-8	Option to Extend Services	NOV 1999
52.217-9	Option to Extend the Term of the Contract (a) See H.7 (c) "60 Months"	MAR 2000
52.219-14	Limitations on Subcontracting	DEC 1996
52.219-6	Notice of Total Small Business Set-Aside	JUN 2003
52.219-14	Limitations on Subcontracting	DEC 1996
52.222-1	Notice to the Government of Labor Disputes	FEB 1997
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act—Overtime Compensation	JUL 2005

**SECTION I
CONTRACT CLAUSES**

52.222-26	Equal Opportunity	APR 2002
52.222-29	Notification of Visa Denial	JUN 2003
52.222-35	Affirmative Action Compliance	APR 1984
52.222-36	Affirmative Action for Workers with Disabilities	JUN 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act of 1965, as Amended	JUL 2005
52.222-42	Statement of Equivalent Rates for Federal Hires	MAY 1989
52.222-43	Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts).	MAY 1989
52.223-3	Hazardous Material Identification and Material Safety Data	JAN 1997
52.223-6	Drug-Free Workplace	May 2001
52.223-10	Waste Reduction Program	AUG 2000
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-13	Certification of Toxic Chemical Release Reporting	AUG 2003
52.223-14	Toxic Chemical Release Reporting	Aug 2003
52.225-1	Buy American Act—Supplies	JUN 2003
52.225-4	Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate	JAN 2005
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.227-1	Authorization and Consent	Jul 1995
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	Aug 1996
52.227-3	Patent Indemnity	Apr 1984
52.227-9	Refund of Royalties	APR 1984
52.227-10	Filing of Patent Applications—Classified Subject Matter	APR 1984
52.228-3	Workers' Compensation Insurance (Defense Base Act).	APR 1984
52.228-5	Insurance—Work on a Government Installation	JAN 1997
52.229-3	Federal, State, and Local Taxes	APR 2003
52.230-2	Cost Accounting Standards	APR 1998
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52.230-6	Administration of Cost Accounting Standards	APR 2005
52.232-1	Payments	APR 1984
52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts	AUG 2005
52.232-8	Discounts for Prompt Payment	FEB 2002
52.232-9	Limitation on Withholding of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability of Funds	APR 1984
52.232-23	Assignment of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer—Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-2	Service of Protest	AUG 1996
52.233-3	Protest after Award	AUG 1996
52.237-3	Continuity of Services	JAN 1991
52.237-8	Restriction on Severance Payments to Foreign Nationals	AUG 2003
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001

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52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes—Fixed-Price	AUG 1997
52.243-7	Notification of Changes	APR 1984
52.244-5	Competition in Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	FEB 2006
52.245-2	Government Property (Fixed-Price Contracts)	MAY 2004
52.245-19	Government Property Furnished “As Is”	APR 1984
52.246-25	Limitation of Liability—Services	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination for Convenience of the Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply and Service).	APR 1984
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

I.2 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):

DFARS: <http://farsite.hill.af.mil/vfdfar1.htm>

252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.203-7002	Display of DoD Hotline Poster	DEC 1991
252.204-7000	Disclosure of Information	DEC 1991
252.204-7003	Control of Government Personnel Work Product	APR 1992
252.205-7000	Provision of Information to Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.223-7004	Drug-Free Work Force	SEP 1998
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials	APR 1993
252.225-7001	Buy American Act and Balance of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources as Subcontractors	APR 2003
252.225-7031	Secondary Arab Boycott of Israel	JUN 2005
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7025	Limitations on the use or disclosure of Government-Furnished information marked with restrictive legends	JUN 1995
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data--Withholding of Payment	MAR 2000
252.227-7036	Certification of Technical Data Conformity	MAY 1987
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252-231-7000	Supplemental Cost Principles	DEC 1991

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252.232-7003	Electronic Submission of Payment Request	JAN 2004
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.241-7001	Government Access	DEC 1991
252.242-7004	Material Management and Accounting System	NOV 2005
252.243-7001	Pricing of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustments	MAR 1998
252.245-7001	Reports of Government Property	MAY 1994
252.246-7000	Material Inspection and Receiving Report	MAR 2003

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J.3	Contract Data Requirements List (CDRL) 1423-1 Performance Utilization Report (PUR) A001 Annex A PUR Example Form Data Item Description (DID) DI-ILSS-8019D	1 3 15
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J.12	Maps & Directions	9
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**K.1 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.

Full text Federal Acquisition Regulations - Clauses may be accessed electronically (internet) at the following Government website: <http://farsite.hill.af.mil/>

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS
TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS APR 1991

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW
INFORMATION. AUG 2003

K.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

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

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

(b) All offeror's must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the

resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

* TIN: _____.

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* 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 a Federal Government;

Other. State basis. _____

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt):

Corporate entity (tax-exempt):

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(f) Common Parent.

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

Name and TIN of common parent:

Name _____

TIN _____

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K.3 52.204-5 WOMEN-OWNED BUSINESS OTHER THAN SMALL BUSINESS (May 1999)

(a) [Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.]

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

K.4 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

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

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

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

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

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

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

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

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

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.5 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (May 2004)

A. 1. The North American Industry Classification System (NAICS) code for this acquisition is 561210 Facilities Support Services.

2. The small business size standard is no more than \$35.5 million.

3. The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is \$35.5 million.

B. Representations.

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

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

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

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

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

6. [Complete only if offeror represented itself as a small business concern in paragraph B.1 of this provision.] The offeror represents, as part of its offer, that--

a. 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 of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

b. It is, is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph B.6.a 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.

C. Definitions. As used in this provision--

1. "Service-disabled veteran-owned small business concern"--

a. Means a small business concern--

(1) 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

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

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b. "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).

2. "Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph C.1.a.(1) of this provision.

3. "Veteran-owned small business concern" means a small business concern--

a. 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

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

4. "Women-owned small business concern," means a small business concern--

a. That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

b. Whose management and daily business operations are controlled by one or more women.

D. Notice.

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

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

a. Be punished by imposition of fine, imprisonment, or both;

b. Be subject to administrative remedies, including suspension and debarment; and

c. Be ineligible for participation in programs conducted under the authority of the Act.

Alternate I (Apr 2002). As prescribed in 19.307(a)(2), add the following paragraph (b)(7) to the basic provision:

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(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.]
The offeror shall check the category in which its ownership falls:

- Black American.
- Hispanic American.
- Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- Individual/concern, other than one of the preceding.

**K.6 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE
SMALL BUSINESS CONCERNS (JUL 2005)**

(a) Definition. "HUB Zone small business concern," as used in this clause, means a small business concern that appears on the List of Qualified HUB Zone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

i) Offers from HUB Zone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

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(3) A concern that is both a HUB Zone small business concern and a small disadvantaged business concern will receive the benefit of both the HUB Zone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUB Zone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph

(a) of this clause do not apply if the offeror has waived the evaluation preference.

[] Offeror elects to waive the evaluation preference.

(d) Agreement. A HUB Zone small business concern agrees that in the performance of the contract, in the case of a contract for-

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUB Zone small business concerns;

(2) Supplies (other than procurement from a non-manufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUB Zone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUB Zone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUB Zone small business concerns.

(e) A HUB Zone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUB Zone small business participant or participants.

(f) A HUB Zone small business concern non-manufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUB Zone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

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K.7 52.222-22 -- Previous Contracts and Compliance Reports (FEB 1999)

The offeror represents that --

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

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

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

K.8 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that -

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

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

K.9 52.225-2 -- Buy American Certificate (JUN 2003)

(a) The offeror certifies that each end product, except those listed in paragraph (b) 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.”

(b) Foreign End Products	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

Offeror’s may obtain from the contracting officer lists of articles, materials, and supplies excepted from the Buy American Act.

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K.10 52.227-6 ROYALTY INFORMATION (APR 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information will be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror will furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

K.11 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offeror's will examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

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(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement will not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of
Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

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Date of Disclosure Statement: _____ Name and Address
of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offeror's currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror will indicate by checking the box below. Checking the box below will mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

* The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost

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accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror will indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

yes no

K.12 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 2004)

(a) Definitions. As used in this provision—

(1) “Government of a terrorist country” includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) “Terrorist country” means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Libya, North Korea, Sudan, and Syria.

(3) “Significant interest” means—

(i) Ownership of or beneficial interest in 5 percent or more of the firm’s or subsidiary’s securities. Beneficial interest includes holding 5 percent or more of any class of the firm’s securities in “nominee shares,” “street names,” or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

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(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure. If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include—

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

K.13 252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (JUN 2005)

(a) "Definitions."

As used in this provision --

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control or influence the election, appointment, or tenure of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "Entity controlled by a foreign government" --

(i) Means --

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

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(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government of the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its possessions and trust territories) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means --

(i) Top Secret information;

(ii) Communications Security (TESSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) "Prohibited on award."

No contract under a national security program may be awarded to an entity controlled by a foreign government if that company requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) "Disclosure".

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The Offeror will disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it will also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure (Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror	Description of Interest
Name and Address of Entity	Ownership Percentage, and
Controlled by a Foreign Government	and Identification of Foreign
Government	

K.14 252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JUN 1995)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation-

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business

Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation will identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers,

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assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers will be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical data Basis for Asserted

Name of or Computer assertion rights person

Software to be **

Category asserting furnished with *** restrictions

[(LIST)***** (LIST)... (LIST)... (LIST)....]

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without restrictions.

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Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision will be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror will provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.