

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER N6298015RCMA440		PAGE 1 OF 125	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER N00244-16-R-0007	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME NAIMA YELDA		b. TELEPHONE NUMBER (No Collect Calls) 619-556-5592		6. SOLICITATION ISSUE DATE 05-Nov-2015	
9. ISSUED BY NAVSUP FLC SAN DIEGO REGIONAL CONTRACTS (CODE 200) 3985 CUMMINGS ROAD SAN DIEGO CA 92136-4200 TEL: FAX:		CODE N00244		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: 812210		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO BUREAU OF NAVAL PERSONNEL LINDA R HALEY 5720 INTEGRITY DRIVE (PERS 325), BLDG 457 MILLINGTON TN 38055-3250 TEL: 760-830-2171 FAX:		CODE N62980		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR TEL. FACILITY CODE		CODE		18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		<input type="checkbox"/> 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 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 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:			

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001	MORTUARY SERVICES FFP All work, caskets, cremation, urns, etc., listed herein shall meet the specification as outlined in the Performance Work Sheet (PWS) and NAVMEDCOMINST 5360.1, Appendix J "Armed Services Specification Care Of Remains of Deceased Personnel Regular and Port Of Entry requirements". FUNDING IS PROVIDED PER INDIVIDUAL DELIVERY/TASK ORDERS. FOB: Destination MILSTRIP: N6298015RCMA440 PURCHASE REQUEST NUMBER: N6298015RCMA440				

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AA	PROCESSING OF REMAINS FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	15	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AB	CASKET, STANDARD SIZE FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	12	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AC	OUTER SHIP CONTAINER STD SIZE CARRIER FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	15	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AD	OUTER SHIP CONTAINER STD OVERSIZED FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	4	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AE	CASKET, HARDWOOD, STD SIZE FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	3	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AF	CASKET, OVERSIZED FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	21	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AG	CASKET, HARDWOOD, OVERSIZED FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	2	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AH	CREMATION OF REMAINS PROC AND PKG FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	4	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AJ	TRAY CONTAINER CREMATION ON HARDWOOD FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	4	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AK	URN STD SIZE SOLID WOOD, MILITARY EMBLEM FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	4	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AL	URN BRONZE STD SIZE, MILITARY EMBLEM FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	4	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AM	DEATH CERTIFICATE 10 CERTIFIED COPIES FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	15	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AN	REMOVAL AND DELIVERY FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	15	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AP	REMOVAL AND DELIVERY	3,500	Each		
	FFP				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N6298015RCMA440				

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AQ	COUNTY CORONER PICKUP-TRANSPORT FEE	15	Each		
	FFP				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N6298015RCMA440				

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001 OPTION	MORTUARY SERVICES FFP All work, caskets, cremation, urns, etc., listed herein shall meet the specification as outlined in the Performance Work Sheet (PWS) and NAVMEDCOMINST 5360.1, Appendix J "Armed Services Specification Care Of Remains of Deceased Personnel Regular and Port Of Entry requirements". FUNDING IS PROVIDED PER INDIVIDUAL DELIVERY/TASK ORDERS. FOB: Destination MILSTRIP: N6298015RCMA440 PURCHASE REQUEST NUMBER: N6298015RCMA440		Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001AA OPTION	PROCESSING OF REMAINS FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	15	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001AB OPTION	CASKET, STANDARD SIZE FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	12	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001AC OPTION	OUTER SHIP CONTAINER STD SIZE CARRIER FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	15	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001AD OPTION	OUTER SHIP CONTAINER STD OVERSIZED FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	4	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001AE OPTION	CASKET, HARDWOOD, STD SIZE FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	3	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001AF OPTION	CASKET, OVERSIZED FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	21	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001AG OPTION	CASKET, HARDWOOD, OVERSIZED FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	2	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001AH OPTION	CREMATION OF REMAINS PROC AND PKG FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	4	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001AJ OPTION	TRAY CONTAINER CREMATION ON HARDWOOD FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	4	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001AK OPTION	URN STD SIZE SOLID WOOD, MILITARY EMBLEM FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	4	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001AL OPTION	URN BRONZE STD SIZE, MILITARY EMBLEM FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	4	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001AM OPTION	DEATH CERTIFICATE 10 CERTIFIED COPIES FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	15	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001AN OPTION	REMOVAL AND DELIVERY FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	15	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001AP OPTION	REMOVAL AND DELIVERY FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	3,500	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001AQ OPTION	COUNTY CORONER PICKUP-TRANSPORT FEE FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	15	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001 OPTION	MORTUARY SERVICES FFP All work, caskets, cremation, urns, etc., listed herein shall meet the specification as outlined in the Performance Work Sheet (PWS) and NAVMEDCOMINST 5360.1, Appendix J "Armed Services Specification Care Of Remains of Deceased Personnel Regular and Port Of Entry requirements". FUNDING IS PROVIDED PER INDIVIDUAL DELIVERY/TASK ORDERS. FOB: Destination MILSTRIP: N6298015RCMA440 PURCHASE REQUEST NUMBER: N6298015RCMA440		Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001AA OPTION	PROCESSING OF REMAINS FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	15	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001AB OPTION	CASKET, STANDARD SIZE FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	12	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001AC OPTION	OUTER SHIP CONTAINER STD SIZE CARRIER FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	15	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001AD OPTION	OUTER SHIP CONTAINER STD OVERSIZED FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	4	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001AE OPTION	CASKET, HARDWOOD, STD SIZE FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	3	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001AF OPTION	CASKET, OVERSIZED FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	21	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001AG OPTION	CASKET, HARDWOOD, OVERSIZED FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	2	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001AH OPTION	CREMATION OF REMAINS PROC AND PKG FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	4	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001AJ OPTION	TRAY CONTAINER CREMATION ON HARDWOOD FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	4	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001AK OPTION	URN STD SIZE SOLID WOOD, MILITARY EMBLEM FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	4	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001AL OPTION	URN BRONZE STD SIZE, MILITARY EMBLEM FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	4	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001AM OPTION	DEATH CERTIFICATE 10 CERTIFIED COPIES FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	15	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001AN OPTION	REMOVAL AND DELIVERY FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	15	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001AP OPTION	REMOVAL AND DELIVERY FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	3,500	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001AQ OPTION	COUNTY CORONER PICKUP-TRANSPORT FEE FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	15	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001 OPTION	MORTUARY SERVICES FFP All work, caskets, cremation, urns, etc., listed herein shall meet the specification as outlined in the Performance Work Sheet (PWS) and NAVMEDCOMINST 5360.1, Appendix J "Armed Services Specification Care Of Remains of Deceased Personnel Regular and Port Of Entry requirements". FUNDING IS PROVIDED PER INDIVIDUAL DELIVERY/TASK ORDERS. FOB: Destination MILSTRIP: N6298015RCMA440 PURCHASE REQUEST NUMBER: N6298015RCMA440		Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001AA OPTION	PROCESSING OF REMAINS FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	15	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001AB OPTION	CASKET, STANDARD SIZE FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	12	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001AC OPTION	OUTER SHIP CONTAINER STD SIZE CARRIER FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	15	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001AD OPTION	OUTER SHIP CONTAINER STD OVERSIZED FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	4	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001AE OPTION	CASKET, HARDWOOD, STD SIZE FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	3	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001AF OPTION	CASKET, OVERSIZED FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	21	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001AG OPTION	CASKET, HARDWOOD, OVERSIZED FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	2	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001AH OPTION	CREMATION OF REMAINS PROC AND PKG FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	4	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001AJ OPTION	TRAY CONTAINER CREMATION ON HARDWOOD FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	4	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001AK OPTION	URN STD SIZE SOLID WOOD, MILITARY EMBLEM FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	4	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001AL OPTION	URN BRONZE STD SIZE, MILITARY EMBLEM FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	4	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001AM OPTION	DEATH CERTIFICATE 10 CERTIFIED COPIES FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	15	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001AN OPTION	REMOVAL AND DELIVERY FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	15	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001AP OPTION	REMOVAL AND DELIVERY FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	3,500	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001AQ OPTION	COUNTY CORONER PICKUP-TRANSPORT FEE FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	15	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
---------	-------------------	--------------------	------	------------	------------------

4001			Each		
------	--	--	------	--	--

OPTION

MORTUARY SERVICES
FFP

All work, caskets, cremation, urns, etc., listed herein shall meet the specification as outlined in the Performance Work Sheet (PWS) and NAVMEDCOMINST 5360.1, Appendix J "Armed Services Specification Care Of Remains of Deceased Personnel Regular and Port Of Entry requirements".

FUNDING IS PROVIDED PER INDIVIDUAL DELIVERY/TASK ORDERS.

FOB: Destination

MILSTRIP: N6298015RCMA440

PURCHASE REQUEST NUMBER: N6298015RCMA440

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
---------	-------------------	--------------------	------	------------	------------------

4001AA		15	Each		
--------	--	----	------	--	--

OPTION

PROCESSING OF REMAINS
FFP

FOB: Destination

PURCHASE REQUEST NUMBER: N6298015RCMA440

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001AB OPTION	CASKET, STANDARD SIZE FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	12	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001AC OPTION	OUTER SHIP CONTAINER STD SIZE CARRIER FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	15	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001AD OPTION	OUTER SHIP CONTAINER STD OVERSIZED FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	4	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001AE OPTION	CASKET, HARDWOOD, STD SIZE FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	3	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001AF OPTION	CASKET, OVERSIZED FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	21	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001AG OPTION	CASKET, HARDWOOD, OVERSIZED FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	2	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001AH OPTION	CREMATION OF REMAINS PROC AND PKG FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	4	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001AJ OPTION	TRAY CONTAINER CREMATION ON HARDWOOD FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	4	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001AK OPTION	URN STD SIZE SOLID WOOD, MILITARY EMBLEM FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	4	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001AL OPTION	URN BRONZE STD SIZE, MILITARY EMBLEM FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	4	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001AM OPTION	DEATH CERTIFICATE 10 CERTIFIED COPIES FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	15	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001AN OPTION	REMOVAL AND DELIVERY FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	15	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001AP OPTION	REMOVAL AND DELIVERY FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	3,500	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001AQ OPTION	COUNTY CORONER PICKUP-TRANSPORT FEE FFP FOB: Destination PURCHASE REQUEST NUMBER: N6298015RCMA440	15	Each		

ESTIMATED
NET AMT

IMPORTANT INFORMATION

I. PRICING SUMMARY

Quoters must PRICE ALL CLINS above and complete the price summary sheet. The price summary sheet must be consistent with the CLIN Item breakdown above.

BASE PERIOD

CLIN 0001 (includes 0001AA through 0001AQ) \$ _____

OPTION 1

CLIN 1001 (includes 1001AA through 1001AQ) \$ _____

OPTION 2

CLIN 2001 (includes 2001AA through 2001AQ) \$ _____

OPTION 3

CLIN 3001 (includes 3001AA through 3001AQ) \$ _____

OPTION 4

CLIN 4001 (includes 4001AA through 4001AQ) \$ _____

TOTAL AMOUNT (CLINS 0001-4001) \$ _____

II. PERFORMANCE WORK STATEMENT (PWS)

Naval Medical Hospital
Robert E. Bush Naval Hospital,
Twentynine Palms, CA 92278-8250

Mortuary Services for the Office of Decedent Affairs

1.0 GENERAL

This is a non-personnel services contract to provide mortuary services for the office of Decedent Affairs in Twentynine Palms, CA. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 Organization

The Naval Medical Hospital (NMC) located in Twentynine Palms, CA is responsible for providing the U.S. Navy, other military branches, and their military families with reliable quality health care. In addition to maintaining status as one of the nation's premier care providers, NMC is responsible for preparing for deployable support of operational forces, as well as shaping the future of military medicine through education, training and research.

1.2 Background and Objective

NMC Office of Decedent Affairs requires mortuary services for the disposition of active duty deceased service members. The objective of this contract is to provide mortuary services for active duty military and DOD civilians who are entitled to mortuary service benefits as outlined in the decedent affairs manual NAVMEDCOMINST 5360.1. Mortuary services are in accordance with the requirements as stated within the U.S. Navy Specifications for Care of the Remains of Deceased Active Duty Service Personnel.

1.3 Period of Performance

The period of performance shall be for one Base Year of 12 months and four 12-month option years as specified below:

Base period:	One year starting on date of award
Option 1:	One year starting after the base period
Option 2:	One year starting after option period one
Option 3:	One year starting after option period two
Option 4:	One year starting after option period three

1.4 Type of Contract

The Government contemplates awarding a **requirement firm-fixed contract**.

In accordance with FAR 16.503 (a) (2) the Government's maximum limit of obligation to order under this contract shall be for mortuary services for 29 Palm Medical Center and shall not exceed the estimate specified on CLINS (pages 2 through 42) .

1.5 Post Award Conference/Periodic Progress Meetings:

The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the contracting officer will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

1.6. Contracting Officer Representative (COR):

The (COR) will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the Contractor concerning technical aspects of the contract; issue written interpretations of technical requirements, including Government drawings, designs, specifications; monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of government furnished property if applicable, and provide site entry of Contractor personnel if applicable. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

1.7 Quality Control Plan

The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services in accordance with NAVMEDCOMINST 5360.1 Appendix J. The contractor's quality control program is the means by which he assures himself that his work complies with the requirement of the contract.

1.8 Quality Assurance Plan

This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s). For this requirement, the Government shall evaluate the contractor's performance under this contract in accordance with the NAVMEDCOMINST 5360.1.

2.0 REQUIREMENT

2.1 Task Description

2.1.1 Contractor will provide all supplies and perform all services as specified in the contract in accordance with NAVMEDCOMINST 5360.1.

2.1.2 The contractor shall be responsible for providing mortuary services reflecting the greatest dignity, respect and professional care of the funeral service industry by ensuring complete disinfection, preservation, and restoration of the remains.

2.1.3 The contractor shall provide facilities, equipment, supplies and services to take possession of remains of deceased personnel at the place where death occurs or where remains are located.

2.1.4 The contractor shall transport the remains to the contractor's facility, prepare remains including embalming, inspection, dressing, casketing, and transport them to the locations(s) designated by the COR.

2.1.5 The contractor shall furnish caskets, urns, shipping containers and other supplies specified herein.

2.1.6 Refrigeration unit must be on contractor's site.

2.1.7 The contractor shall respond and receive the remains of deceased personnel within one (1) hour of initial notification. This requirement does not apply to weekends and holidays; in such cases, the Contracting Officer's Representative (COR), or designated representative, will notify the contractor on the following business day.

2.1.8 The Contractor shall have remains ready for shipment 36 hours after receipt of remains unless conditions of death warrant extra preparation time.

2.1.9 The Contractor shall comply with State and Federal funeral laws.

2.2 Place of Performance

Services conducted under the terms and conditions of this contract are for deceased military personnel from the Marine Corps Ground Air Combat Center (MCGACC), Naval Medical Hospital, Twentynine Palms, California, and the surrounding area to include the nearest air freight terminal. Office of Decedent Affairs is required to provide mortuary services for deceased military personnel located in San Bernardino County CA, Riverside County CA and Arizona Areas North of Phoenix AZ. The Contract mortuary must be within a thirty (30) mile limit from Naval Hospital, Twentynine Palms, CA.

3.0 Death Certificates

The contractor shall provide certified copies of the Death Certificate to the Decedent Affairs Representative in Twentynine Palms, CA.

3.0 LICENSES

3.1 All embalmers must be licensed by the State of California.

3.2 Contractor must be in good standing with the State of California.

III. CONTRACT ADMINISTRATION PLAN (CAP) FOR FIXED PRICE, INDEFINITE DELIVERY, CONTRACTS

In order to expedite the administration of this contract, the following delineation of duties is provided. The names, addresses and phone numbers for these offices or individuals are included elsewhere in the contract award document. The office or individual designated as having responsibility should be contacted for any questions, clarifications or information regarding the administration function assigned.

1. The Procuring Contract Office (PCO) is responsible for:

a. All pre-award duties such as solicitation, negotiation and award of contracts.

- b. Any information or questions during the pre-award stage of the procurement.
- c. Freedom of Information inquiries.
- d. Changes in contract terms and/or conditions.
- e. Post award conference.

Jack Faulkner – Contracting Officer

NAVSUP Fleet Logistics Center San Diego (FLCSD)
 Regional Contracts Department, Code 230
 3985 Cummings Road, Bldg 116, 3rd Floor
 San Diego, CA 92136-4200

2. The Contract Administration Office (CAO) is responsible for matters specified in FAR 42.302, except those areas otherwise designated as the responsibility of the Contracting Officer's Representative (COR) or someone else herein.

NAVSUP Fleet Logistics Center San Diego (FLCSD)

Regional Contracts Department, Code 230
 3985 Cummings Road, Bldg 116, 3rd Floor
 San Diego, CA 92136-4200

3. The paying office is responsible for making payment of proper invoices after acceptance is documented.

Paying Office

DODAAC N68732
 DFAS Cleveland

4. The Ordering Officer is responsible for:

- a. Requesting, obtaining and evaluating proposals for orders to be issued.
- b. Select the most advantageous offer to the Government for individual Task Orders in accordance with contract provisions. Determining that the price/estimated cost of the order is fair and reasonable for the effort proposed.
- c. Obligating the funds by issuance of the delivery order/task order.
- d. Authorizing the contractor to begin performance.
- e. Providing subcontract approval.
- f. Monitoring direct costs on orders issued.

NOTE: The PCO and the Ordering Officer may be the same individual, but in no case shall the COR perform the duties of the Ordering Officer.

5. The Contracting Officer's Representative (COR) is responsible for interface with the contractor and performance of duties such as those set forth below. It is emphasized that only the PCO/CAO has the authority to modify the terms of the contract. In no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the government. If in the opinion of the contractor an effort outside the scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action may be taken by the contractor unless the PCO or CAO has issued a contractual change. The COR duties are as follows:

a. Technical Interface

(1) The COR is responsible for all Government technical interface concerning the contractor and furnishing technical instructions to the contractor. These instructions may include: technical advice/recommendations/clarifications of specific details relating to technical aspects of contract requirements; milestones to be met within the general terms of the contract or specific subtasks of the contract; or, any other interface of a technical nature necessary for the contractor to perform the work specified in the contract or order.

The COR is the point of contact through whom the contractor can relay questions and problems of a technical nature to the PCO.

(2) The COR is prohibited from issuing any instruction which would constitute a contractual change. The COR shall not instruct the contractor how to perform. If there is any doubt whether technical instructions contemplated fall within the scope of work, contact the PCO for guidance before transmitting the instructions to the contractor.

b. Contract Surveillance

(1) The COR shall monitor the contractor's performance and progress under the contract. In performing contract surveillance duties, the COR should exercise extreme care to ensure that he/she does not cross the line of personal services. The COR must be able to distinguish between surveillance (which is proper and necessary) and supervision (which is not permitted). Surveillance becomes supervision when you go beyond enforcing the terms of the contract. If the contractor is directed to perform the contract services in a specific manner, the line is being crossed. In such a situation, the COR's actions would be equivalent to using the contractor's personnel as if they were government employees and would constitute transforming the contract into one for personal services.

(2) The COR shall monitor the contractor's performance to see that inefficient or wasteful methods are not being used. If such practices are observed, the COR is responsible for taking reasonable and timely action to alert the contractor and the PCO to the situation.

(3) The COR will take timely action to alert the PCO to any potential performance problems. If performance schedule slippage is detected, the COR should determine the factors causing the delay and report them to the PCO, along with the contractor's proposed actions to eliminate or overcome these factors and recover the slippage. Once a recovery plan has been put in place, the COR is responsible for monitoring the recovery and keeping the PCO advised of progress.

(4) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a Contractor Performance Assessment Report (CPAR) in the CPARS Automated Information System (AIS). The initial CPAR, under an eligible contract, must reflect evaluation of at least 180 days of contractor performance. The completed CPAR, including contractor comments if any, (NOTE: contractors are allowed 30 days to input their comments) should be available in the CPARS AIS for reviewing official (PCO) review no later than 270 days after start of contract performance. Subsequent CPARS covering any contract option periods should be ready at 1-year intervals thereafter.

c. Invoice Review and Approval/Inspection and Acceptance

(1) The COR is responsible for quality assurance of services performed and acceptance of the services or deliverables. The COR shall expeditiously review copies of the contractor's invoices or vouchers, certificate of performance and all other supporting documentation to determine the reasonableness of the billing. In making this determination, the COR must take into consideration all documentary information available and any information developed from personal observations.

(2) The COR must indicate either complete or partial concurrence with the contractor's invoice/voucher by executing the applicable certificate of performance furnished by the contractor.

(3) The COR will provide the PCO and the CAO with copies of acceptance documents such as Certificates of Performance.

(4) Upon completion of all services under the contract, the COR shall work with the Contractor to obtain and execute a final invoice no more than 60 days after completion of contract performance. The COR shall ensure that the invoice is clearly marked as a "Final Invoice."

d. Contract Modifications/Orders Under Indefinite Delivery Contracts.

(1) The COR is responsible (if necessary) for developing the statement of work for tasking orders, change orders, or modifications and for preparing an independent government cost estimate of the effort described in the proposed statement of work.

(2) The COR shall provide available and relevant Past Performance information with each request for new Task Orders. The COR shall review and evaluate the contractor's proposal and furnish comments and recommendations

e. Administrative Duties

(1) The COR is responsible for taking appropriate action on technical correspondence pertaining to the contract and for maintaining files on each contract. This includes all modifications, government cost estimates, contractor invoices/vouchers, certificates of performance, DD 250 forms and contractor's status reports.

(2) The COR shall maintain files on all correspondence relating to contractor performance, whether satisfactory or unsatisfactory, and on trip reports for all government personnel visiting the contractor's place of business for the purpose of discussing the contract.

(3) The COR must take prompt action to provide the PCO with any contractor or technical code request for change, deviation or waiver, along with any supporting analysis or other required documentation.

f. Government Furnished Property. When government property is to be furnished to the contractor, the COR will take the necessary steps to ensure that it is furnished in a timely fashion and in proper condition for use. The COR will maintain adequate records to ensure that property furnished is returned and/or that material has been consumed in the performance of work.

g. Security. The COR is responsible for ensuring that any applicable security requirements are strictly adhered to.

h. Standards of Conduct. The COR is responsible for reading and complying with all applicable agency standards of conduct and conflict of interest instructions.

i. Written Report/Contract Completion Statement.

(1) The COR is responsible for timely preparation and submission to the PCO, of a written, annual evaluation of the contractors performance. The report shall be submitted within 30 days prior to the exercise of any contract option and 60 days after contract completion. The report shall include a written statement that services were received in accordance with the Contract terms and that the contract is now available for close-out. The report shall also include a statement as to the use made of any deliverables furnished by the contractor. For contracts where delivery orders are issued, one consolidated report which addresses all actions under the contract may be submitted.

(2) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a final Contractor Performance Assessment Report (CPAR) in the CPARS with 30 days of contract completion.

(3) The COR is responsible for providing necessary assistance to the Contracting Officer in performing Contract Close-out in accordance with FAR 4.804, Closeout of Contract Files.

7. The Technical Assistant (TA), if appointed, is responsible for providing routine administration and monitoring assistance to the COR. The TA does not have the authority to provide any technical direction or clarification to the contract. Duties that may be performed by the TA are as follows:

- a. Identify contractor deficiencies to the COR.
- b. Review contract/delivery order deliverables, recommend acceptance/rejection, and provide the COR with documentation to support the recommendation.
- c. Assist in preparing the final report on contractor performance for the applicable contract/delivery order in accordance with the format and procedures prescribed by the COR.
- d. Identify contract noncompliance with reporting requirements to the COR.
- e. Evaluate the contractor's proposals for specific delivery orders and identify, for the COR, any potential problems, areas of concern, or issues to be discussed during negotiations.
- f. Review contractor status and progress reports, identify deficiencies to the COR, and provide the COR with recommendations regarding acceptance, rejection, and/or Government technical clarification requests.
- g. Review invoices for the appropriate mix of types and quantities of labor, materials, and other direct costs, and provide the COR with recommendations to facilitate COR certification of the invoice.
- h. Provide the COR with timely input regarding technical clarifications for the statement of work, possible technical direction to provide the contractor, and recommend corrective actions.
- i. Provide detailed written reports of any trip, meeting, or conversation to the COR subsequent to any interface between the TA and contractor.

IV. QUALITY ASSURANCE SURVEILLANCE PLAN

1. **Purpose**

The purpose of this quality assurance surveillance plan is to ensure that the Government has an effective and systematic method of surveillance for the services in the PWS. The QASP will be used primarily as a tool to verify that the contractor is performing all services required by the PWS in a timely, accurate and complete fashion.

2. **Critical performance processes and requirements**

Critical to the performance is the fact that the Contractor shall have respond and receive the remains of deceased personnel within one hour of initial notification. This requirement does not apply to weekends and holidays, in such cases, The Contracting Officer's Representative (COR) or designated representative will notify the Contractor on the following business day. In addition, the Contractor shall have remains ready for shipment 36 hours after receipt of remains unless conditions of death warrant extra preparation time. This is a highly time sensitive service and it is expected all contract/task order requirements are timely, accurate and completion is thorough.

3. **Performance Standards**

- a) **Schedule** - The due dates for deliverables and the actual accomplishment of the schedule will be assessed against original due dates and milestones established for the contract or task order(s).
- b) **Deliverables** - The deliverables required to be submitted will be assessed against the specifications for the deliverables detailed in the contract/task order(s) and the Quality Control Plan (QCP), if required by the contract, for the required content, quality, timeliness, and accuracy. In this requirement, the Contractor is required to submit a DD Form 2063 *Record of Preparation and Disposition of Remains* for every case and the Decedent Affairs Officer (DAO) will review it in accordance with NAVMEDCOMINST 5360.1.

- c) **Cost** - The COR will review monthly invoices to monitor the contractor's expenditure throughout the contract and/or task order performance period(s).
- d) **Past Performance** - In addition to any schedule, deliverables, and cost aspects of performance discussed above, pursuant to FAR 42.15, the Government will assess the contractor's record of conforming to contract requirements and to standards of good workmanship, the contractor's adherence to contract schedules including the administrative aspects of performance, the contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction, and the contractor's business-like concern for the interest of the customer.

4. Surveillance methods:

The primary methods of surveillance used to monitor performance of this contract will in accordance with NAVMEDCOMINST 5360.1 Appendix J.

5. Performance Measurement:

Performance and surveillance methods will be measured in accordance with NAVMEDCOMINST 5360.1 Appendix J. If performance is within acceptable levels of NAVMEDCOMINST 5360.1 Appendix J, it will be considered to be satisfactory. If not, overall performance may be considered unsatisfactory.

6. Incentives/Disincentives:

- a) The COR's makes an annual report on Contractor Performance (CPARS or other annual report). The contractor's failure to achieve satisfactory performance under the contract/task order, reflected in the COR's annual report, may result in termination of the contract/task order and may also result in the loss of future Government contracts/task orders. The contractor's failure to achieve satisfactory performance under the contract/task order may result in the non-exercise of available options
- b) For each item that does not meet acceptable levels, the Government may issue a Contract Discrepancy Report (CDR). CDRs will be forwarded to the Contracting Officer with a copy sent to the contractor. The contractor must reply in writing within five days of receipt identifying how future occurrences of the problem will be prevented. Based upon the contractor's past performance and plan to solve the problem, the Contracting Officer will determine if any further action will be taken.
- c) In accordance with the inspection of services provisions of the contract, the contractor will be incentivized to provide quality products in a timely manner since the Government can require the Contractor, at no additional cost, to replace or correct work that fails to meet contract requirements.

V. ORDERING PERIOD

BASE PERIOD

CLIN 0001 (includes 0001AA through 0001AQ).

The contract ordering period shall begin 15 January 2016 or the date of award and shall continue in effect through 14 January 2017.

OPTION 1

CLIN 1001 (includes 1001AA through 1001AQ):

If exercised, the first option year's ordering period will continue the services through another year beginning 15 January 2017 through 14 January 2018.

OPTION 2

CLIN 2001 (includes 2001AA through 2001AQ):

If exercised, the first option year's ordering period will continue the services through another year beginning 15 January 2018 through 14 January 2019.

OPTION 3

CLIN 3001 (includes 3001AA through 3001AQ):

If exercised, the first option year's ordering period will continue the services through another year beginning 15 January 2019 through 14 January 2020.

OPTION 4

CLIN 4001 (includes 4001AA through 4001AQ):

If exercised, the first option year's ordering period will continue the services through another year beginning 15 January 2020 through 14 January 2021.

VI. ADMINISTRATIVE INFORMATION

GOVERNMENT POINT OF CONTACT

NAIMA YELDA

Contract Specialist

NAVSUP Fleet Logistics Center San Diego (FLCSD)

3985 Cummings Road, Bldg 116, 3rd Floor

San Diego, CA 92136-4200

✉ E-mail: naima.yelda1@navy.mil

☎ Phone: (619) 556-7329 / DSN 526-7329

Note: Task orders will be funded individually and payment will be done either via WAWF or Government Purchase Card

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).

(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

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

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable.”)

(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	TBD
Issue By DoDAAC	TBD
Admin DoDAAC	TBD
Inspect By DoDAAC	TBD
Ship To Code	TBD
Ship From Code	TBD
Mark For Code	TBD
Service Approver (DoDAAC)	TBD
Service Acceptor (DoDAAC)	TBD
Accept at Other DoDAAC	TBD

LPO DoDAAC	TBD
DCAA Auditor DoDAAC	TBD
Other DoDAAC(s)	TBD

(*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “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 e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

(Contracting Officer: Insert applicable email addresses or “Not applicable.”)

(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.

(Contracting Officer: Insert applicable information or “Not applicable.”)

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

(End of clause)

IV. DOCUMENTS, EXHIBITS AND ATTACHMENTS

<u>Title/Number</u>	<u>Attachment/Exhibit</u>
NAVMEDCOMINST 5360.1 Appendix J <i>Armed Specifications Care of Remains of Deceased Personnel Regular and Port of Entry of Entry Requirement</i>	1
DD Form 2063, Record of Preparation and Disposition of Remains NAVMEDCOMINST 5360.1 – Appendix P	2
Checklist for Pre-Award Inspection of Funeral Establishment NAVMEDCOMINST 5360.1 – Appendix D	3
Contractor Past Performance Data Sheet “CORPORATE EXPERIENCE and PAST PERFORMANCE INFORMATION FORM	5

CLIN PRICING *Mortuary Services 29 Palms*

6

U.S. Department of Labor Wage Determination

7

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
0001AA	Destination	Government	Destination	Government
0001AB	Destination	Government	Destination	Government
0001AC	Destination	Government	Destination	Government
0001AD	Destination	Government	Destination	Government
0001AE	Destination	Government	Destination	Government
0001AF	Destination	Government	Destination	Government
0001AG	Destination	Government	Destination	Government
0001AH	Destination	Government	Destination	Government
0001AJ	Destination	Government	Destination	Government
0001AK	Destination	Government	Destination	Government
0001AL	Destination	Government	Destination	Government
0001AM	Destination	Government	Destination	Government
0001AN	Destination	Government	Destination	Government
0001AP	Destination	Government	Destination	Government
0001AQ	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1001AA	Destination	Government	Destination	Government
1001AB	Destination	Government	Destination	Government
1001AC	Destination	Government	Destination	Government
1001AD	Destination	Government	Destination	Government
1001AE	Destination	Government	Destination	Government
1001AF	Destination	Government	Destination	Government
1001AG	Destination	Government	Destination	Government
1001AH	Destination	Government	Destination	Government
1001AJ	Destination	Government	Destination	Government
1001AK	Destination	Government	Destination	Government
1001AL	Destination	Government	Destination	Government
1001AM	Destination	Government	Destination	Government
1001AN	Destination	Government	Destination	Government
1001AP	Destination	Government	Destination	Government
1001AQ	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2001AA	Destination	Government	Destination	Government
2001AB	Destination	Government	Destination	Government
2001AC	Destination	Government	Destination	Government
2001AD	Destination	Government	Destination	Government
2001AE	Destination	Government	Destination	Government
2001AF	Destination	Government	Destination	Government
2001AG	Destination	Government	Destination	Government

2001AH Destination	Government	Destination	Government
2001AJ Destination	Government	Destination	Government
2001AK Destination	Government	Destination	Government
2001AL Destination	Government	Destination	Government
2001AM Destination	Government	Destination	Government
2001AN Destination	Government	Destination	Government
2001AP Destination	Government	Destination	Government
2001AQ Destination	Government	Destination	Government
3001 Destination	Government	Destination	Government
3001AA Destination	Government	Destination	Government
3001AB Destination	Government	Destination	Government
3001AC Destination	Government	Destination	Government
3001AD Destination	Government	Destination	Government
3001AE Destination	Government	Destination	Government
3001AF Destination	Government	Destination	Government
3001AG Destination	Government	Destination	Government
3001AH Destination	Government	Destination	Government
3001AJ Destination	Government	Destination	Government
3001AK Destination	Government	Destination	Government
3001AL Destination	Government	Destination	Government
3001AM Destination	Government	Destination	Government
3001AN Destination	Government	Destination	Government
3001AP Destination	Government	Destination	Government
3001AQ Destination	Government	Destination	Government
4001 Destination	Government	Destination	Government
4001AA Destination	Government	Destination	Government
4001AB Destination	Government	Destination	Government
4001AC Destination	Government	Destination	Government
4001AD Destination	Government	Destination	Government
4001AE Destination	Government	Destination	Government
4001AF Destination	Government	Destination	Government
4001AG Destination	Government	Destination	Government
4001AH Destination	Government	Destination	Government
4001AJ Destination	Government	Destination	Government
4001AK Destination	Government	Destination	Government
4001AL Destination	Government	Destination	Government
4001AM Destination	Government	Destination	Government
4001AN Destination	Government	Destination	Government
4001AP Destination	Government	Destination	Government
4001AQ Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
------	---------------	----------	-----------------	-----

0001	POP 15-JAN-2016 TO 14-JAN-2017	N/A	BUREAU OF NAVAL PERSONNEL LINDA R HALEY 5720 INTEGRITY DRIVE (PERS 325), BLDG 457 MILLINGTON TN 38055-3250 760-830-2171 FOB: Destination	N62980
0001AA	POP 15-JAN-2016 TO 14-JAN-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
0001AB	POP 15-JAN-2016 TO 14-JAN-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
0001AC	POP 15-JAN-2016 TO 14-JAN-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
0001AD	POP 15-JAN-2016 TO 14-JAN-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
0001AE	POP 15-JAN-2016 TO 14-JAN-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
0001AF	POP 15-JAN-2016 TO 14-JAN-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
0001AG	POP 15-JAN-2016 TO 14-JAN-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
0001AH	POP 15-JAN-2016 TO 14-JAN-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
0001AJ	POP 15-JAN-2016 TO 14-JAN-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
0001AK	POP 15-JAN-2016 TO 14-JAN-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
0001AL	POP 15-JAN-2016 TO 14-JAN-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
0001AM	POP 15-JAN-2016 TO 14-JAN-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
0001AN	POP 15-JAN-2016 TO 14-JAN-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
0001AP	POP 15-JAN-2016 TO 14-JAN-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
0001AQ	POP 15-JAN-2016 TO 14-JAN-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
1001	POP 15-JAN-2017 TO 14-JAN-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980

1001AA POP 15-JAN-2017 TO 14-JAN-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
1001AB POP 15-JAN-2017 TO 14-JAN-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
1001AC POP 15-JAN-2017 TO 14-JAN-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
1001AD POP 15-JAN-2017 TO 14-JAN-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
1001AE POP 15-JAN-2017 TO 14-JAN-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
1001AF POP 15-JAN-2017 TO 14-JAN-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
1001AG POP 15-JAN-2017 TO 14-JAN-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
1001AH POP 15-JAN-2017 TO 14-JAN-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
1001AJ POP 15-JAN-2017 TO 14-JAN-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
1001AK POP 15-JAN-2017 TO 14-JAN-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
1001AL POP 15-JAN-2017 TO 14-JAN-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
1001AM POP 15-JAN-2017 TO 14-JAN-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
1001AN POP 15-JAN-2017 TO 14-JAN-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
1001AP POP 15-JAN-2017 TO 14-JAN-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
1001AQ POP 15-JAN-2017 TO 14-JAN-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
2001 POP 15-JAN-2018 TO 14-JAN-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
2001AA POP 15-JAN-2018 TO 14-JAN-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
2001AB POP 15-JAN-2018 TO 14-JAN-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980

2001AC POP 15-JAN-2018 TO 14-JAN-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
2001AD POP 15-JAN-2018 TO 14-JAN-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
2001AE POP 15-JAN-2018 TO 14-JAN-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
2001AF POP 15-JAN-2018 TO 14-JAN-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
2001AG POP 15-JAN-2018 TO 14-JAN-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
2001AH POP 15-JAN-2018 TO 14-JAN-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
2001AJ POP 15-JAN-2018 TO 14-JAN-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
2001AK POP 15-JAN-2018 TO 14-JAN-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
2001AL POP 15-JAN-2018 TO 14-JAN-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
2001AM POP 15-JAN-2018 TO 14-JAN-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
2001AN POP 15-JAN-2018 TO 14-JAN-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
2001AP POP 15-JAN-2018 TO 14-JAN-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
2001AQ POP 15-JAN-2018 TO 14-JAN-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
3001 POP 15-JAN-2019 TO 14-JAN-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
3001AA POP 15-JAN-2019 TO 14-JAN-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
3001AB POP 15-JAN-2019 TO 14-JAN-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
3001AC POP 15-JAN-2019 TO 14-JAN-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
3001AD POP 15-JAN-2019 TO 14-JAN-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980

3001AE POP 15-JAN-2019 TO 14-JAN-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
3001AF POP 15-JAN-2019 TO 14-JAN-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
3001AG POP 15-JAN-2019 TO 14-JAN-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
3001AH POP 15-JAN-2019 TO 14-JAN-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
3001AJ POP 15-JAN-2019 TO 14-JAN-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
3001AK POP 15-JAN-2019 TO 14-JAN-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
3001AL POP 15-JAN-2019 TO 14-JAN-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
3001AM POP 15-JAN-2019 TO 14-JAN-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
3001AN POP 15-JAN-2019 TO 14-JAN-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
3001AP POP 15-JAN-2019 TO 14-JAN-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
3001AQ POP 15-JAN-2019 TO 14-JAN-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
4001 POP 15-JAN-2020 TO 14-JAN-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
4001AA POP 15-JAN-2020 TO 14-JAN-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
4001AB POP 15-JAN-2020 TO 14-JAN-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
4001AC POP 15-JAN-2020 TO 14-JAN-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
4001AD POP 15-JAN-2020 TO 14-JAN-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
4001AE POP 15-JAN-2020 TO 14-JAN-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
4001AF POP 15-JAN-2020 TO 14-JAN-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980

4001AG POP 15-JAN-2020 TO 14-JAN-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
4001AH POP 15-JAN-2020 TO 14-JAN-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
4001AJ POP 15-JAN-2020 TO 14-JAN-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
4001AK POP 15-JAN-2020 TO 14-JAN-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
4001AL POP 15-JAN-2020 TO 14-JAN-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
4001AM POP 15-JAN-2020 TO 14-JAN-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
4001AN POP 15-JAN-2020 TO 14-JAN-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
4001AP POP 15-JAN-2020 TO 14-JAN-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980
4001AQ POP 15-JAN-2020 TO 14-JAN-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62980

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate I	OCT 1995
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	JUL 2013
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
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	DEC 2014
52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2015
52.215-2	Audit and Records--Negotiation	OCT 2010

52.216-19	Order Limitations	OCT 1995
52.217-8	Option To Extend Services	NOV 1999
52.219-1	Small Business Program Representations	OCT 2014
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
52.222-35	Equal Opportunity for Veterans	JUL 2014
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	JUL 2014
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	MAY 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2014
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JUL 2013
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-36	Payment by Third Party	MAY 2014
52.233-1	Disputes	MAY 2014
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
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
52.246-20	Warranty Of Services	MAY 2001
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-34	F.O.B. Destination	NOV 1991
52.248-1	Value Engineering	OCT 2010
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013

252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
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 Country that is a State Sponsor of Terrorism	DEC 2014
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Nov 2014)	NOV 2014
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	JUN 2011
252.225-7021	Trade Agreements--Basic (Nov 2014)	NOV 2014
252.225-7025	Restriction on Acquisition of Forgings	DEC 2009
252.225-7026	Acquisition Restricted to Products or Services from Afghanistan	SEP 2013
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7002	Award To Single Offeror--Basic (Nov 2014)	NOV 2014
252.237-7009	Permits	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7023	Transportation of Supplies by Sea	APR 2014

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO QUOTERS--COMMERCIAL ITEMS (APR 2014)

52.212-1 (b) is tailored to include the following:

Submission of offers – “Instructions, Conditions, and Notices to Quoters”

I. General Quotation Instructions:

1. The contract resulting from this solicitation will be a **Requirement Contract**.
2. The Government will award a requirement contract resulting from this solicitation to the responsible quoter whose offer confirming to the solicitation and in accordance with FAR 15.101-2 **lowest price technically acceptable source selection process**. Contractors are advised to read the entire solicitation before beginning the preparation of this offer.
3. This acquisition is conducted under FAR 13.5 *Simplified Procedures for Certain Commercial Items* as such FAR 12 Acquisition of Commercial Items will be used.

4. Quoters shall prepare quotations as set forth below. Elaborate brochures or documentation, binding, detailed artwork, or other embellishments are unnecessary and are not desired. Failure of a quotation to comply with these instructions may be grounds for exclusion of the quotation from further consideration
5. Quotations must fully comply with these instructions and address all solicitation requirements to be eligible for award. As such, quoters that take exception to any term or condition of this request for quotation (RFQ), propose any additional term or condition, or omit any required information, may not be considered for award. For purposes of this procurement, multiple offers will not be considered.
6. Questions regarding any aspect of this procurement must be submitted in writing **via email ONLY**, and addressed to naima.yelda1@navy.mil. Other methods of submitting questions are not authorized and will not be acknowledged, i.e., phone calls will not be accepted. The subject line of all email correspondence must state RFQ N00244-16-R-0007 QUESTION(S) in the subject line.
7. The Government will make every attempt to answer all questions of this solicitation; however, the deadline to submit ANY questions regarding this solicitation is **18 November 2015, at 1700 Pacific Time** (California time). After this date, no additional questions will be entertained.
8. It is the Contractor's responsibility to ensure all electronic media are readable by the Government.
9. **Contractors are required to submit their quotations before the OFFER DUE DATE, 09 December 2015 at 1700 Pacific Time (California time). Late offer will not be considered**
10. The Government intends to evaluate offers and award a contract without discussions with quoters. Therefore, the quoters's initial offer should contain the quoters's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

II. INSTRUCTIONS FOR THE SUBMISSION OF QUOTATIONS

As stated above, Contractors are required to submit their quotations before the DUE DATE, **09 December 2015 at 1700 Pacific Time (California time)**. Late quote (s) will not be considered. Sealed quotations for the services to be provided shall be submitted by US Mail at:

1. US MAIL

Naval Supply Systems Command - (NAVSUP)
 Fleet and Industrial Supply Center San Diego-(FLC SD)
 Attention: **NAIMA YELDA** (619) 556-7329
 REGIONAL CONTRACTS (CODE 230)
 3985 CUMMINGS ROAD
 SAN DIEGO CA 92132-4200

OR

2. Email to Naima Yelda at: Naima.yelda1@navy.mil
3. Quotations sent via facsimile (Fax) will NOT be accepted.

II. PREPARATION OF QUOTATIONS

Quotations submitted in response to this requirement shall be UNCLASSIFIED and shall consist of three volumes identified as follows:

- Volume I: Technical Quotation
- Volume II: Past Performance

Volume III: Price Quotation

IMPORTANT: No pricing information shall be included in Volume I or II.

III. FORMAT OF QUOTATIONS

This section specifies the format the quoters shall use in quotation submissions. The intent is not to restrict the quoters in how they will perform their proposed work, but rather to ensure a certain degree of uniformity in the format of the quotations for evaluation purposes.

1. Quotations shall be submitted in accordance with the instructions contained herein. Non-conformance may cause rejection of, or the down scoring of, the quotation. Quotations should be clear, concise and complete. Organization, clarity, accuracy of information, relevance, and completeness are of prime importance.
2. Use Font style “**Courier**” or “**Times New Roman**” font size **12** and the paper size is **8 ½ x 11 inches**. Quoter may use the standard single cell spacing and smaller font size for excel spreadsheets in the Cost Quotation. However, please note that font size that is too small and or un-readable will not be considered.
3. All pages in each volume (hard or soft copies) shall be numbered sequentially (i.e., 1-15); pages identified above that are not included in the page limitation may be numbered **differently or not at all.**

IV. QUOTATION CONTENT

The Quoter’s quotation volumes shall include the following:

Part	Content	Limit
Executive Summary	Letter of Transmittal and Executive Summary	1 Page
Volume I	Capability to Perform	15 Pages Maximum
Volume II	Past Performance	15 Pages Maximum
Volume III	Price Quotation Spreadsheets	No Page Limit, No PDF

The Contracting Officer shall not evaluate any pages in excess of the specified limits. The following elements of the quotation, including specific instructions for its organization and content, are provided as follows:

1) Letter of Transmittal and Executive Summary

This section shall not exceed one page. It shall include the quoters’s Letter of Transmittal.

2) VOLUME I – Technical Quotation or Capability to Perform

Quoters’ shall submit a technical quotation that demonstrates the Contractor’s knowledge and experience in accordance with the Performance Work Statement and **NAVMECOMINST 5360.1, APPENDIX J**, and should not be more than 15 pages long. The Technical Quotation shall be as specific and complete as to clearly demonstrate to the Government that the Quoter has a thorough comprehension of and capabilities to perform all aspects of the solicitation requirements as well as all other provisions of this solicitation.

NOTE: No pricing information shall be included in the Technical Quotation or VOLUME I

3) VOLUME II – Past Performance Format

IMPORTANT: Each page of each copy should be affixed with the following legend: "Source Selection Information - See FAR 2.101 and 3.104."

The submittal for Past Performance shall include information described below in the format described and shall not exceed 10 pages. Past Performance shall be evaluated based on the submission of past performance data form:

“**CORPORATE EXPERIENCE and PAST PERFORMANCE INFORMATION FORM,**” provided as attachment in this solicitation. As such, the Contractor shall fill out and submit “**CORPORATE EXPERIENCE and PAST PERFORMANCE INFORMATION FORM.**” The Government may use past performance information obtained from other than the sources identified by the Quoter. The Government shall evaluate the Quoter’s past performance on the three most recent contracts for identical or similar items or directly related work performed within the past three years which is similar in scope, magnitude, and complexity detailed in the Performance Work Statement.

NOTE: No pricing information shall be included in the Past Performance Sheet or VOLUME II

4) VOLUME III – Price QUOTATION Format

IMPORTANT: Each page of each copy should be affixed with the following legend: "Source Selection Information - See FAR 2.101 and 3.104."

There is no page limit on the price/cost quotation. However, the price/cost quotation is to be strictly limited to price and cost information in the CLIN List in the completed solicitation document. This volume shall include the following:

- a) **Solicitation cover sheet:**
Contractor shall complete and submit Standard form (SF) 1449 *Solicitation/Contract Order for Commercial Items* with appropriate blocks completed. The following are the blocks the Quoter has to complete: Block 17a, 30a, 30b, and 30c.
- b) **Solicitation pricing pages:**
Quoters shall complete the following CLINs (0001 through 4001AQ); these CLINs are located in the following pages (3 through 42). ALL CLINs must be priced including option CLINs.
- c) **Representations and Certifications**
Quoter shall complete and submit the instructions contained in FAR 52.212-3 ALT I.
- d) **Pricing**
Quoter shall complete and submit the spreadsheet named **CLIN PRICING Mortuary Services 29 Palms**. The CLIN Pricing Spreadsheet is provided as attachment with this solicitation.
 - 1.1** In addition, offers shall agree to hold the prices in its offer firm for at least 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
 - 1.2** **NOTE: All Contract Line Item Numbers (CLINs) on the SF1449 and pricing spreadsheet shall have a firm-fixed unit price and total price.**
 - 1.3** The quoter must indicate all assumptions (if any), conditions, and exceptions upon which the price quotation is based. The quoter must state in its price (Volume III) any exceptions taken to the terms and conditions of the solicitation. For each exception, the quoter must clearly identify the term or condition, state the reason for the exception, and provide any other information concerning the exception. The Government reserves the right to reject any exceptions to this solicitation that are determined not to be in the best interest of the Government.

V. OTHER IMPORTANT INFORMATION

The completion and submission of Volumes I, II & III will constitute an offer (quotation) and will be considered the quoter’s unconditional assent to the terms and conditions of this solicitation and any attachments and/or exhibits hereto, excluding any specific exceptions.

Quotations shall contain only UNCLASSIFIED information. Offers shall be signed by a responsible officer representing the company who submitted the quotation. If any section of the quotation was not prepared by the

individual who signs the quotation as described in the aforementioned sentence, identify the person's name, employment capacity, the name of the person's firm, the relationship of that firm to the quoter, and the portion of the quotation in which the person participated. (End of provision)

52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

BASIS FOR AWARD

This acquisition utilizes FAR 13.5 *Simplified Procedures for Certain Commercial Items*. The Government will utilize a Lowest Price Technically Acceptable (LPTA) evaluation method for this requirement. The Government intends to award a single contract to the quoter who is deemed responsible in accordance with the FAR Part 9 *Contractor Qualifications* and whose quote conforms to all contract requirements, and provides the lowest priced, technically acceptable response to satisfy the requirements. Trade-offs between cost/price and non-cost/price factors are not permitted. Responses that fail to address all the requirements set forth in the RFQ and PWS will be rejected.

The following three factors shall be used to evaluate quotes:

1. Technical Capability
2. Past Performance
3. Price.

1. TECHNICAL CAPABILITY:

To be technically acceptable, quoters' shall submit a technical quotation that include or demonstrate the following:

- a. The Contractor's knowledge and experience in performing mortuary services tasks in accordance with the Performance Work Statement and **NAVMEDCOMINST 5360.1 Appendix J** titled "*Armed Services Specification Care of Remains of Deceased Personnel*".
- b. A staffing plan that identifies the required personnel which includes but is not limited to a Manager, or Managing Owner and Embalmers.
- c. Quoters shall submit certificates and/or licenses for Manager(s) and Embalmer (s) as required by law.
- d. Quoters shall provide an equipment inventory list which include but is not limited to embalming table(s) or embalming-dressing table(s), sufficient supply of embalming instruments, variety of shades of cosmetics, waxes, and other derma-surgical supplies, and the availability of equipment necessary for religious services.
- e. Quoters shall demonstrate that they have the required facilities for adequate operation to include but not limited to reposing room(s), chapel room, office or private consultation room, storage space for caskets and outer cases and holding area for remains.
- f. The Government will validate quoters technical capability to perform by verifying that the quoter has financial resources, organization and facilities required to perform the contract by performing an onsite visit to review the contractor's facility to determine that it meets all the requirements in the **NAVMEDCOMINST 5360.1 Appendix D**, titled "*Checklist for Inspection of Funeral Homes before Award of Contract for Care of Remains.*" All quoters are hereby notified that prior to award of contract, the Government may conduct an inspection of the contractor's funeral establishment to determine the contractor's ability to comply with the terms and conditions of the contract.

Under, this factor, the Government will rate Technical Capability as: Acceptable or Unacceptable.

Technical Acceptable/Unacceptable Ratings	Rating	Description
Acceptable		Quotation meets the Technical Capability factor
Unacceptable		Quotation does not meet the Technical Capability factor

2. PAST PERFORMANCE:

Only those quotes that are rated **acceptable** on Factor one technical capability will be further evaluated for Past Performance.

- a) Past Performance shall be evaluated based on the submission of past performance data form: “CORPORATE EXPERIENCE and PAST PERFORMANCE INFORMATION FORM,” **provided as an attachment with the solicitation.** The Government may use past performance information obtained from other than the sources identified by the Quoter.
- b) The Government shall evaluate the Quoter’s past performance based on the three most recent contracts for identical or similar items or directly related work performed within the past three years which is similar in scope, magnitude, and complexity to that detailed in the Performance Work Statement.

Under, this factor, the Government will rate past performance as: Neutral, Acceptable or Unacceptable.

Past Performance Ratings	Description
Neutral	No relevant past performance available for evaluation. Quotation receives no merit or demerit for this factor. However, Quoter with no relevant past performance history may not represent the most advantageous quotation to the Government and thus, may not be successful when compared to other quotations.
Acceptable	Based on the offeror’s performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Unacceptable	Based on the offeror’s performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

For those quotations that are rated **acceptable** on Factor (1) and (2), the Government will then evaluate Factor (3) **price.**

3. PRICE

The Government will evaluate technically acceptable quotations for price completeness, price reasonableness and unbalanced pricing:

a) Price completeness and price reasonableness

The quoter’s price quotation will be evaluated for completeness and to ensure that the total proposed price is reasonable, the Government will use one or more of the quotation analysis techniques identified in FAR 13.106-3 (2) *Award and Documentation*. Quoters shall complete the following CLINs (0001 through 4001AQ); these CLINS are located in the following pages (3 through 42 of the solicitation (SF 1449)). ALL CLINs must be priced including option CLINS. If a quotation does not price all “CLINs”, then the quotation is considered “Unacceptable”.

b) Unbalanced pricing

The quoter’s price quotation will be evaluated in accordance with the requirements of FAR 15.404-1(g) *Unbalanced Pricing*. A quote may be rejected if the Contracting Officer determines that a lack of balance poses an unacceptable risk to the government. Unbalanced pricing is defined as “pricing where the price of one or more contract line items is significantly over or understated which could lead to performance risk and/or unreasonably high prices.

c) Evaluation of options:

The Government will evaluate quoters' options for this requirement by adding the total price for all options to the total price for the basic requirement. The Government may determine that a quote is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

d) Contract Award:

Of all the quoters whose quotations receive a technical rating of "acceptable", a past performance rating of "acceptable" and quoters whose quotation represents the lowest price will be selected for award. An acceptable price quotation is one which is complete and is determined to be fair and reasonable by the Contracting Officer. (End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2015)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) 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.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except--

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 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.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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 (p) 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 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 [___] is, [___] 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 [___] is, [___] 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 [___] is, [___] 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) 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)(10)(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 Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American --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--Supplies."

(2) Foreign End Products:

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

(List as necessary)

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

(g)(1) Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American--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--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--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-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 -Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.
—
—
—

[List as necessary]

(3) Buy American-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-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

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

[List as necessary]

(4) Buy American--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 --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 statute. 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 Labor Standards. (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 Labor Standards 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) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(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.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it [] has or [] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates ``has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

(Do not use a ``doing business as" name)

Is the immediate owner owned or controlled by another entity:

[] Yes or [] No.

(3) If the Offeror indicates ``yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:

(Do not use a ``doing business as" name)

(End of Provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2015)
ALTERNATE I (OCT 2014)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) 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.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation,” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 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.

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

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

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

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

(b)

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

(c) Offerors must complete the following representations when the resulting contract is to 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 that it [____] is, [____] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

Note: Complete paragraphs (c)(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 [____] is, [____] 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 [____] is, [____] 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 [____] is, [____] 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) 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)(10)(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.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) 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, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

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

Individual/concern, other than one of the preceding.

(d) 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 to the Equal Opportunity clause of this solicitation; 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 parts 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 Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American – 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—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
—	—
—	—
—	—

[List as necessary]

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

(g)

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

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

Canadian End Products:

Line Item No.:

—

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—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 statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

- (1) [____] 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. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are

included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b.)

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:
_____	_____
_____	_____
_____	_____

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

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

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

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

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

(2) [] Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (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 Labor Standards 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) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(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 Certification. 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.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it [] has or [] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: ____

Immediate owner legal name: ____

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity:

[____] Yes or [____] No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code: ____

Highest level owner legal name: ____

(Do not use a "doing business as" name)

(End of Provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEVIATION 2013-O0019) (MAY 2015)

(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) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (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 (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

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

(vi) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).

(ix) 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.

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi)

(A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

___ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xiv) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 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)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of Firm Fixed Price (FFP) contract resulting from this solicitation.

(End of provision)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during base period which will occur for one year starting on date of award (CLIN 0001). If options are exercised, orders for (CLINs 0002, 0003, and 0004) as follow:

- Option 1: One year starting after the base period
- Option 2: One year starting after option period one
- Option 3: One year starting after option period two
- Option 4: One year starting after option period three

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

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the

mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

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

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

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

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

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

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

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

(End of provision)

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

(a) The Government may extend the term of this contract by written notice to the Contractor **30 days**; provided that

the Government gives the Contractor a preliminary written notice of its intent to extend at least **30 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)

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

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

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 small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

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

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

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

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

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

(b) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(c) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(d)(1) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(2) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing the System for Award Management database or by contacting the SBA. Options for contacting the SBA include--

(i) HUBZone small business database search application Web page at http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm; or <http://www.sba.gov/hubzone>;

(ii) In writing to the Director/HUB, U.S. Small Business Administration, 409 3rd Street, SW., Washington DC 20416; or

(iii) The SBA HUBZone Help Desk at hubzone@sba.gov.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

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

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

Employee Class	Monetary Wage
Motor Vehicle Operator	WG-06 \$18.63
Embalmer:	GS-09 \$27.80
Mortician:	GS-09 \$27.80

(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):

FAR Clauses: <http://acquisition.gov/far/>

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

(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):

FAR Clauses: <http://acquisition.gov/far/>

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any **DFARS (48 CFR CHAPTER 2)** clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.203-7996 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS - REPRESENTATION (DEVIATION 2016-O0003) (OCT 2015)

(a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in section 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds appropriated (or otherwise made available) by this or any other Act may be used for a contract with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

252.203-7997 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2016-O0003) (OCT 2015)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) Use of funds appropriated (or otherwise made available) by the Continuing Appropriations Act, 2016 (Pub. L. 114-53) or any other FY 2016 appropriations act that extends to FY 2016 funds the same prohibitions as contained in sections 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

252.237-7003 REQUIREMENTS. (DEC 1991)

(a) Except as provided in paragraphs (c) and (d) of this clause, the Government will order from the Contractor all of its requirements in the area of performance for the supplies and services listed in the schedule of this contract.

(b) Each order will be issued as a delivery order and will list --

(1) The supplies or services being ordered;

(2) The quantities to be furnished;

(3) Delivery or performance dates;

(4) Place of delivery or performance;

(5) Packing and shipping instructions;

(6) The address to send invoices; and

(7) The funds from which payment will be made.

(c) The Government may elect not to order supplies and services under this contract in instances where the body is removed from the area for medical, scientific, or other reason.

(d) In an epidemic or other emergency, the contracting activity may obtain services beyond the capacity of the Contractor's facilities from other sources.

(e) Contracting Officers of the following activities may order services and supplies under this contract --

To be provided at contract award

(End of clause)

252.237-7004 AREA OF PERFORMANCE. (DEC 1991)

(a) The area of performance is as specified in the contract.

(b) The Contractor shall take possession of the remains at the place where they are located, transport them to the Contractor's place of preparation, and later transport them to a place designated by the Contracting Officer.

(c) The Contractor will not be reimbursed for transportation when both the place where the remains were located and the delivery point are within the area of performance.

(d) If remains are located outside the area of performance, the Contracting Officer may place an order with the Contractor under this contract or may obtain the services elsewhere. If the Contracting Officer requires the Contractor to transport the remains into the area of performance, the Contractor shall be paid the amount per mile in the schedule for the number of miles required to transport the remains by a reasonable route from the point where located to the boundary of the area of performance.

(e) The Contracting Officer may require the Contractor to deliver remains to any point within 100 miles of the area of performance. In this case, the Contractor shall be paid the amount per mile in the schedule for the number of miles required to transport the remains by a reasonable route from the boundary of the area of performance to the delivery point.

252.237-7005 PERFORMANCE AND DELIVERY. (DEC 1991)

(a) The Contractor shall furnish the material ordered and perform the services specified as promptly as possible but not later than 36 hours after receiving notification to remove the remains, excluding the time necessary for the Government to inspect and check results of preparation.

(b) The Government may, at no additional charge, require the Contractor to hold the remains for an additional period not to exceed 72 hours from the time the remains are casketed and final inspection completed.

252.237-7006 SUBCONTRACTING. (DEC 1991)

The Contractor shall not subcontract any work under this contract without the Contracting Officer's written approval. This clause does not apply to contracts of employment between the Contractor and its personnel.

252.237-7007 TERMINATION FOR DEFAULT. (DEC 1991)

(a) This clause supplements and is in addition to the Default clause of this contract.

(b) The Contracting Officer may terminate this contract for default by written notice without the ten day notice required by paragraph (a)(2) of the Default clause if --

(1) The Contractor, through circumstances reasonably within its control or that of its employees, performs any act under or in connection with this contract, or fails in the performance of any service under this contract and the act or failures may reasonably be considered to reflect discredit upon the Department of Defense in fulfilling its responsibility for proper care of remains;

(2) The Contractor, or its employees, solicits relatives or friends of the deceased to purchase supplies or services not under this contract. (The Contractor may furnish supplies or arrange for services not under this contract, only if representatives of the deceased voluntarily request, select, and pay for them.);

(3) The services or any part of the services are performed by anyone other than the Contractor or the Contractor's employees without the written authorization of the Contracting Officer;

(4) The Contractor refuses to perform the services required for any particular remains; or

(5) The Contractor mentions or otherwise uses this contract in its advertising in any way.

252.237-7008 GROUP INTERMENT. (DEC 1991)

The Government will pay the Contractor for supplies and services provided for remains interred as a group on the basis of the number of caskets furnished, rather than on the basis of the number of persons in the group.

252.237-7009 PERMITS. (DEC 1991)

The Contractor shall meet all State and local licensing requirements and obtain and furnish all necessary health department and shipping permits at no additional cost to the Government. The Contractor shall ensure that all necessary health department permits are in order for disposition of the remains.

252.237-7011 PREPARATION HISTORY (DEC. 1991)

For each body prepared, or for each casket handled in a group interment, the Contractor shall state briefly the results of the embalming process on a certificate furnished by the Contracting Officer.

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

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

(b) Representation. The Offeror represents that it:

___ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

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

(End of provision)

5252.243-9400 Authorized Changes Only By The Contracting Officer (Jan 1992)

(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 communicate 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 with the Contracting Officer. 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 address and telephone number of the Contracting Officer is:

NAME: Mr. Jack Faulkner
ADDRESS: NAVSUP Fleet Logistics Center San Diego (FLCSD) Regional Contracts
Department, Code 230
3985 Cummings Road, Bldg 116, 3rd Floor San Diego, CA 92136-4200
PHONE: (619) 556-6454

(End of Clause)

UNIT PRICES (OCT 2001)

Contractor unit prices, when incorporated into a Government contract, will be released under the Freedom of Information Act (FOIA) without further notice to the contractor submitter. If the Contractor takes issue with the release, it should submit its proposal data with the appropriate legends and explain in detail why such data cannot be released as a public record under the Freedom of Information Act.

WAGE DETERMINATION

WD 05-2053 (Rev.-19) was first posted on www.wdol.gov on 07/14/2015

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210
		Wage Determination No.: 2005-2053
Daniel W. Simms	Division of	Revision No.: 19
Director	Wage Determinations	Date Of Revision: 07/08/2015

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be

adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: California

Area: California Counties of Riverside, San Bernardino

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.83
01012 - Accounting Clerk II		17.77
01013 - Accounting Clerk III		20.27
01020 - Administrative Assistant		28.08
01040 - Court Reporter		19.93
01051 - Data Entry Operator I		12.26
01052 - Data Entry Operator II		13.37
01060 - Dispatcher, Motor Vehicle		22.41
01070 - Document Preparation Clerk		13.75
01090 - Duplicating Machine Operator		13.75
01111 - General Clerk I		11.76
01112 - General Clerk II		14.92
01113 - General Clerk III		17.43
01120 - Housing Referral Assistant		21.90
01141 - Messenger Courier		11.15
01191 - Order Clerk I		16.98

01192 - Order Clerk II	18.53
01261 - Personnel Assistant (Employment) I	18.07
01262 - Personnel Assistant (Employment) II	20.20
01263 - Personnel Assistant (Employment) III	22.53
01270 - Production Control Clerk	23.51
01280 - Receptionist	14.51
01290 - Rental Clerk	16.61
01300 - Scheduler, Maintenance	17.39
01311 - Secretary I	17.39
01312 - Secretary II	19.45
01313 - Secretary III	21.90
01320 - Service Order Dispatcher	19.54
01410 - Supply Technician	26.82
01420 - Survey Worker	19.93
01531 - Travel Clerk I	13.19
01532 - Travel Clerk II	13.98
01533 - Travel Clerk III	14.85
01611 - Word Processor I	15.18
01612 - Word Processor II	16.87
01613 - Word Processor III	18.76
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.65
05010 - Automotive Electrician	22.18
05040 - Automotive Glass Installer	20.84
05070 - Automotive Worker	20.84
05110 - Mobile Equipment Servicer	19.16

05130 - Motor Equipment Metal Mechanic	23.56
05160 - Motor Equipment Metal Worker	20.84
05190 - Motor Vehicle Mechanic	23.56
05220 - Motor Vehicle Mechanic Helper	18.38
05250 - Motor Vehicle Upholstery Worker	20.40
05280 - Motor Vehicle Wrecker	20.84
05310 - Painter, Automotive	22.18
05340 - Radiator Repair Specialist	20.84
05370 - Tire Repairer	13.98
05400 - Transmission Repair Specialist	23.56
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.36
07041 - Cook I	13.10
07042 - Cook II	14.36
07070 - Dishwasher	10.29
07130 - Food Service Worker	11.20
07210 - Meat Cutter	17.59
07260 - Waiter/Waitress	10.26
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.84
09040 - Furniture Handler	12.46
09080 - Furniture Refinisher	18.16
09090 - Furniture Refinisher Helper	14.86
09110 - Furniture Repairer, Minor	17.40
09130 - Upholsterer	18.16
11000 - General Services And Support Occupations	

11030 - Cleaner, Vehicles	11.76
11060 - Elevator Operator	11.76
11090 - Gardener	19.21
11122 - Housekeeping Aide	12.58
11150 - Janitor	14.04
11210 - Laborer, Grounds Maintenance	14.40
11240 - Maid or Houseman	10.16
11260 - Pruner	13.27
11270 - Tractor Operator	18.21
11330 - Trail Maintenance Worker	14.40
11360 - Window Cleaner	16.17
12000 - Health Occupations	
12010 - Ambulance Driver	17.85
12011 - Breath Alcohol Technician	17.82
12012 - Certified Occupational Therapist Assistant	28.73
12015 - Certified Physical Therapist Assistant	26.89
12020 - Dental Assistant	17.27
12025 - Dental Hygienist	40.12
12030 - EKG Technician	25.07
12035 - Electroneurodiagnostic Technologist	25.07
12040 - Emergency Medical Technician	17.85
12071 - Licensed Practical Nurse I	18.38
12072 - Licensed Practical Nurse II	20.68
12073 - Licensed Practical Nurse III	23.72
12100 - Medical Assistant	14.26
12130 - Medical Laboratory Technician	19.73

12160 - Medical Record Clerk	15.93
12190 - Medical Record Technician	18.17
12195 - Medical Transcriptionist	18.08
12210 - Nuclear Medicine Technologist	39.64
12221 - Nursing Assistant I	10.19
12222 - Nursing Assistant II	11.46
12223 - Nursing Assistant III	12.50
12224 - Nursing Assistant IV	14.03
12235 - Optical Dispenser	15.70
12236 - Optical Technician	14.87
12250 - Pharmacy Technician	17.83
12280 - Phlebotomist	14.03
12305 - Radiologic Technologist	25.24
12311 - Registered Nurse I	31.47
12312 - Registered Nurse II	38.49
12313 - Registered Nurse II, Specialist	38.49
12314 - Registered Nurse III	48.20
12315 - Registered Nurse III, Anesthetist	48.20
12316 - Registered Nurse IV	57.77
12317 - Scheduler (Drug and Alcohol Testing)	25.09
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.72
13012 - Exhibits Specialist II	26.91
13013 - Exhibits Specialist III	35.57
13041 - Illustrator I	21.72
13042 - Illustrator II	26.91

13043 - Illustrator III	34.63
13047 - Librarian	29.81
13050 - Library Aide/Clerk	16.49
13054 - Library Information Technology Systems Administrator	26.91
13058 - Library Technician	22.40
13061 - Media Specialist I	19.42
13062 - Media Specialist II	21.72
13063 - Media Specialist III	24.22
13071 - Photographer I	16.93
13072 - Photographer II	18.94
13073 - Photographer III	24.13
13074 - Photographer IV	32.91
13075 - Photographer V	39.80
13110 - Video Teleconference Technician	18.25
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.82
14042 - Computer Operator II	19.93
14043 - Computer Operator III	22.89
14044 - Computer Operator IV	25.73
14045 - Computer Operator V	28.50
14071 - Computer Programmer I	(see 1) 27.07
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.82
14160 - Personal Computer Support Technician		25.73
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		34.73
15020 - Aircrew Training Devices Instructor (Rated)		42.03
15030 - Air Crew Training Devices Instructor (Pilot)		50.37
15050 - Computer Based Training Specialist / Instructor		34.73
15060 - Educational Technologist		39.97
15070 - Flight Instructor (Pilot)		50.37
15080 - Graphic Artist		22.59
15090 - Technical Instructor		21.28
15095 - Technical Instructor/Course Developer		26.03
15110 - Test Proctor		18.40
15120 - Tutor		18.40
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.67
16030 - Counter Attendant		9.67
16040 - Dry Cleaner		12.40
16070 - Finisher, Flatwork, Machine		9.67
16090 - Presser, Hand		9.67
16110 - Presser, Machine, Drycleaning		9.67
16130 - Presser, Machine, Shirts		9.67
16160 - Presser, Machine, Wearing Apparel, Laundry		9.67
16190 - Sewing Machine Operator		13.33

16220 - Tailor	14.24
16250 - Washer, Machine	10.49
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.83
19040 - Tool And Die Maker	21.83
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.58
21030 - Material Coordinator	22.14
21040 - Material Expediter	22.14
21050 - Material Handling Laborer	16.24
21071 - Order Filler	14.17
21080 - Production Line Worker (Food Processing)	14.58
21110 - Shipping Packer	15.08
21130 - Shipping/Receiving Clerk	15.08
21140 - Store Worker I	10.87
21150 - Stock Clerk	15.52
21210 - Tools And Parts Attendant	14.58
21410 - Warehouse Specialist	14.58
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.91
23021 - Aircraft Mechanic I	26.83
23022 - Aircraft Mechanic II	28.31
23023 - Aircraft Mechanic III	29.39
23040 - Aircraft Mechanic Helper	18.96
23050 - Aircraft, Painter	24.00
23060 - Aircraft Servicer	21.46

23080 - Aircraft Worker	22.69
23110 - Appliance Mechanic	21.63
23120 - Bicycle Repairer	13.98
23125 - Cable Splicer	31.83
23130 - Carpenter, Maintenance	27.67
23140 - Carpet Layer	23.38
23160 - Electrician, Maintenance	29.81
23181 - Electronics Technician Maintenance I	25.49
23182 - Electronics Technician Maintenance II	27.44
23183 - Electronics Technician Maintenance III	28.89
23260 - Fabric Worker	19.50
23290 - Fire Alarm System Mechanic	21.08
23310 - Fire Extinguisher Repairer	18.50
23311 - Fuel Distribution System Mechanic	27.85
23312 - Fuel Distribution System Operator	20.98
23370 - General Maintenance Worker	21.13
23380 - Ground Support Equipment Mechanic	26.83
23381 - Ground Support Equipment Servicer	21.46
23382 - Ground Support Equipment Worker	22.69
23391 - Gunsmith I	18.50
23392 - Gunsmith II	21.93
23393 - Gunsmith III	24.85
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.79
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	25.44

23430 - Heavy Equipment Mechanic	25.21
23440 - Heavy Equipment Operator	29.54
23460 - Instrument Mechanic	27.28
23465 - Laboratory/Shelter Mechanic	23.62
23470 - Laborer	12.83
23510 - Locksmith	19.84
23530 - Machinery Maintenance Mechanic	27.12
23550 - Machinist, Maintenance	24.78
23580 - Maintenance Trades Helper	13.51
23591 - Metrology Technician I	27.28
23592 - Metrology Technician II	28.38
23593 - Metrology Technician III	30.20
23640 - Millwright	22.51
23710 - Office Appliance Repairer	20.06
23760 - Painter, Maintenance	21.05
23790 - Pipefitter, Maintenance	25.18
23810 - Plumber, Maintenance	23.72
23820 - Pneudraulic Systems Mechanic	24.85
23850 - Rigger	24.85
23870 - Scale Mechanic	21.93
23890 - Sheet-Metal Worker, Maintenance	22.86
23910 - Small Engine Mechanic	17.79
23931 - Telecommunications Mechanic I	24.47
23932 - Telecommunications Mechanic II	25.86
23950 - Telephone Lineman	23.53
23960 - Welder, Combination, Maintenance	19.51

23965 - Well Driller	28.17
23970 - Woodcraft Worker	24.85
23980 - Woodworker	16.95
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	13.05
24580 - Child Care Center Clerk	16.40
24610 - Chore Aide	9.75
24620 - Family Readiness And Support Services Coordinator	13.84
24630 - Homemaker	17.77
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.82
25040 - Sewage Plant Operator	26.22
25070 - Stationary Engineer	25.82
25190 - Ventilation Equipment Tender	18.08
25210 - Water Treatment Plant Operator	26.22
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.31
27007 - Baggage Inspector	13.15
27008 - Corrections Officer	31.01
27010 - Court Security Officer	31.00
27030 - Detection Dog Handler	15.95
27040 - Detention Officer	31.01
27070 - Firefighter	25.20
27101 - Guard I	13.15
27102 - Guard II	15.95

27131 - Police Officer I	36.78
27132 - Police Officer II	40.87
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.51
28042 - Carnival Equipment Repairer	13.48
28043 - Carnival Equipment Worker	9.48
28210 - Gate Attendant/Gate Tender	14.46
28310 - Lifeguard	12.86
28350 - Park Attendant (Aide)	16.18
28510 - Recreation Aide/Health Facility Attendant	11.81
28515 - Recreation Specialist	19.86
28630 - Sports Official	12.86
28690 - Swimming Pool Operator	18.32
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.99
29020 - Hatch Tender	21.99
29030 - Line Handler	21.99
29041 - Stevedore I	21.28
29042 - Stevedore II	23.67
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HF0) (see 2)	39.85
30011 - Air Traffic Control Specialist, Station (HF0) (see 2)	27.98
30012 - Air Traffic Control Specialist, Terminal (HF0) (see 2)	30.26
30021 - Archeological Technician I	23.33
30022 - Archeological Technician II	24.00
30023 - Archeological Technician III	34.21

30030 - Cartographic Technician	34.35
30040 - Civil Engineering Technician	27.74
30061 - Drafter/CAD Operator I	24.64
30062 - Drafter/CAD Operator II	27.72
30063 - Drafter/CAD Operator III	30.79
30064 - Drafter/CAD Operator IV	37.88
30081 - Engineering Technician I	19.68
30082 - Engineering Technician II	22.09
30083 - Engineering Technician III	24.70
30084 - Engineering Technician IV	30.60
30085 - Engineering Technician V	37.43
30086 - Engineering Technician VI	45.29
30090 - Environmental Technician	26.89
30210 - Laboratory Technician	23.13
30240 - Mathematical Technician	33.92
30361 - Paralegal/Legal Assistant I	21.25
30362 - Paralegal/Legal Assistant II	26.32
30363 - Paralegal/Legal Assistant III	32.20
30364 - Paralegal/Legal Assistant IV	38.69
30390 - Photo-Optics Technician	33.63
30461 - Technical Writer I	23.87
30462 - Technical Writer II	29.19
30463 - Technical Writer III	35.70
30491 - Unexploded Ordnance (UXO) Technician I	25.32
30492 - Unexploded Ordnance (UXO) Technician II	30.64
30493 - Unexploded Ordnance (UXO) Technician III	36.72

30494 - Unexploded (UX0) Safety Escort	25.32
30495 - Unexploded (UX0) Sweep Personnel	25.32
30620 - Weather Observer, Combined Upper Air Or (see 2)	29.03
Surface Programs	
30621 - Weather Observer, Senior (see 2)	32.23
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.97
31030 - Bus Driver	19.85
31043 - Driver Courier	13.10
31260 - Parking and Lot Attendant	10.20
31290 - Shuttle Bus Driver	14.48
31310 - Taxi Driver	11.90
31361 - Truckdriver, Light	14.48
31362 - Truckdriver, Medium	21.82
31363 - Truckdriver, Heavy	21.78
31364 - Truckdriver, Tractor-Trailer	21.78
99000 - Miscellaneous Occupations	
99030 - Cashier	12.13
99050 - Desk Clerk	11.25
99095 - Embalmer	22.03
99251 - Laboratory Animal Caretaker I	12.73
99252 - Laboratory Animal Caretaker II	13.81
99310 - Mortician	25.51
99410 - Pest Controller	16.58
99510 - Photofinishing Worker	15.19
99710 - Recycling Laborer	20.68

99711 - Recycling Specialist	26.15
99730 - Refuse Collector	17.96
99810 - Sales Clerk	17.13
99820 - School Crossing Guard	10.19
99830 - Survey Party Chief	38.64
99831 - Surveying Aide	20.42
99832 - Surveying Technician	27.93
99840 - Vending Machine Attendant	14.10
99841 - Vending Machine Repairer	16.77
99842 - Vending Machine Repairer Helper	14.10

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

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

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

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

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

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees

who satisfy the compensation requirements and whose primary duty consists of:

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

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

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

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

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

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive

ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

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

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

**** UNIFORM ALLOWANCE ****

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

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

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

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

Conformance Process:

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

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the

authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

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

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

6) The contractor informs the affected employees.

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that

determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.